

Private Attorneys General Act (Cal. Lab. Code § 2698, *Et Seq.*) Settlement Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this Private Attorneys General Act (Cal. Lab. Code § 2698, *et seq.*) Settlement Agreement (“Settlement Agreement”), entered by and between Plaintiff, Alejandro Mazantini, (“Plaintiff”), for himself and on behalf of the State of California and all other Aggrieved Employees pursuant to the California Private Attorneys General Act (“PAGA”), on the one hand; and Defendants Mission Park Health Center, LLC; Pacificare Health Management, LLC; and Aaron Mayer (collectively, the “Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as the “Parties.”

This Settlement Agreement shall become effective after all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendants; and (ii) the Court has granted approval to the Settlement by signing the Order and Judgment (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” is defined as *Alejandro Mazantini v. Mission Park Health Center, et al.* (Santa Barbara County Superior Court Case No. 23CV02465 (2023)), in which Plaintiff alleges claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* predicated on Plaintiff’s allegations that Defendants: (1) failed to pay minimum wage for all hours works; (2) failed to pay overtime and/or double-time wages; (3) failed to pay wages when due upon termination or regularly scheduled paydays; (4) failed to provide rest and meal breaks pursuant to Labor Code § 226.7; (5) failed to provide and maintain records under Labor Code §§ 226, 432, and 1198.5; (6) failed to provide or pay all required paid sick leave; and (7) failed to reimburse incurred business expenses; and including claims for PAGA civil penalties for violations of Labor Code §§ 201, 201.3, 202, 203, 204, 204.2, 206, 206.5, 208, 210, 226, 226.2, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 432, 510, 511, 512, 558, 558.1, 1194, 1194.2, 1197, 1197, 1198, 1199, 1174, 1174.5, 1198.5, and 2802.

2. “Aggrieved Employees” mean all current and former non-exempt employees who worked for Defendants and worked at least one shift in the State of California during the PAGA Period, i.e., from June 8, 2022 through November 21, 2023.

3. “Complaint” means the allegations and claims set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency dated August 23, 2023 (“LWDA Letter”), Plaintiff’s Complaint filed with the Court on June 8, 2023 in this Action, and Plaintiff’s First Amended Complaint filed with the Court on November 1, 2023 in this Action.

4. “Court” or “Santa Barbara Superior Court” means the Superior Court of California for the County of Santa Barbara.

5. “Defense Counsel” or “Counsel for Defendant” is:

Michael B. Eisenberg, Esq. (mbe@laborligators.com)
Bryan W. Edgar, Esq. (bwe@laborlitigators.com)
Eisenberg & Associates
3580 Wilshire Blvd., Suite 1260
Los Angeles, California 90010
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6. “Employee PAGA Portion” is the aggregate amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the Net Settlement Amount as provided in Section III.3 herein.

7. “Employee Payments” refers to the individual PAGA Penalty Payments that will be distributed to Aggrieved Employees, as provided in Section III.3 herein.

8. “Gross Settlement Amount” is the sum of One Hundred Forty-One Thousand Six Hundred Dollars (\$141,600), which represents the total amount payable under this Settlement Agreement by Defendants, and includes the Employee PAGA Portion payable to Aggrieved Employees, LWDA Payment payable to the LWDA, Court-awarded Attorneys’ Fees (not to exceed one-third of the Gross Settlement Amount, currently estimated to be Forty-Seven Thousand Two Hundred Dollars (\$47,200)) to Plaintiff’s Counsel, Court-awarded Litigation Costs (not to exceed Fifteen Thousand Dollars (\$15,000)) to Plaintiff’s Counsel, a service award payment to Plaintiff in an amount up to Nine Thousand Dollars (\$9,000), and a Court-awarded payment to the Settlement Administrator for Settlement Administration Costs (not to exceed Fifteen Thousand Dollars (\$15,000)).

9. “LWDA” means the California Labor and Workforce Development Agency.

10. “Plaintiff’s Counsel” is:

Elliot J. Siegel, Esq. (elliott@kingsiegel.com)
King & Siegel LLP
724 S. Spring Street, Suite 201
Los Angeles, CA 90014
Telephone: (213) 465-4802

11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: (a) Attorneys’ Fees to Plaintiff’s Counsel; (b) Litigation Costs to Plaintiff’s Counsel; (c) enhancement payment to Plaintiff; and (d) Settlement Administration Costs to Settlement Administrator.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “LWDA Payment” means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Net Settlement Amount as set forth in Section III.3 herein.

14. “PAGA Period” means the time period from June 8, 2022 through November 21, 2023.

15. “PAGA Released Claims” means any and all claims for civil penalties under the Private Attorneys General Act that were alleged, or reasonably could have been alleged based on the factual allegations in the Complaint and LWDA Letter during the PAGA Period, predicated on Plaintiff’s allegations that Defendants: (1) failed to pay minimum wage for all hours works; (2) failed to pay overtime and/or double-time wages; (3) failed to pay wages when due upon termination or regularly scheduled paydays; (4) failed to provide rest and meal breaks pursuant to Labor Code § 226.7; (5) failed to provide and maintain records under Labor Code §§ 226, 432, and 1198.5; (6) failed to provide or pay all required paid sick leave; and (7) failed to reimburse incurred business expenses; and including claims for PAGA civil penalties for violations of Labor Code §§ 201, 201.3, 202, 203, 204, 204.2, 206, 206.5, 208, 210, 226, 226.2, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 432, 510, 511, 512, 558, 558.1, 1194, 1194.2, 1197, 1197, 1198, 1199, 1174, 1174.5, 1198.5, and 2802.

16. “Released Parties” means Defendants and their past, present, and future owners, officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

17. “Settlement Administrator” refers to the third-party Settlement Administrator that the Parties will select on the basis of cost and competence with the best interests of the PAGA Members in mind who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the settlement are currently estimated not to exceed Fifteen Thousand Dollars (\$15,000) (“Settlement Administration Costs”).

18. “Notice” means the Notice of PAGA Payment, substantially in the form attached as Exhibit A.

19. “Order and Judgment” means the Court order granting approval of the Settlement in an order in substantially the same form as the order attached as Exhibit B.

II. RECITALS

1. On June 6, 2023, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code sections 226, 226.7(b), 432, 1174, 1198.5 for failing to provide rest and

meal breaks and for failing to provide and maintain records. Plaintiff filed his Complaint with the Court in this Action on June 8, 2023 alleging the claims in Plaintiff's June 6, 2023 notice to the LWDA.

2. On August 23, 2023, Plaintiff provided amended written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of California Labor Code sections 201, 201.3, 202, 203, 204, 204.2, 206, 206.5, 208, 210, 226, 226.2, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 432, 510, 511, 512, 558, 558.1, 1194, 1194.2, 1197, 1197, 1198, 1199, 1174, 1174.5, 1198.5, and 2802 for: (1) failing to pay minimum wage for all hours works; (2) failing to pay overtime and/or double-time wages; (3) failing to pay wages when due upon termination or regularly scheduled paydays; (4) failing to provide rest and meal breaks pursuant to Labor Code § 226.7; (5) failing to provide and maintain records under Labor Code §§ 226, 432, and 1198.5; (6) failing to provide or pay all required paid sick leave; and (7) failing to reimburse incurred business expenses. Plaintiff filed his First Amended Complaint with the Court in this Action on November 1, 2023, alleging the claims in Plaintiff's August 23, 2023 amended notice to the LWDA.

3. On November 21, 2023, the Parties participated in a day-long mediation with mediator Kim Deck, Esq. In preparation for the mediation, Plaintiff's counsel requested and Defendants' counsel provided sample time and payroll data for the purported aggrieved employees, and other relevant policy and employment documents. With Ms. Deck's assistance, the Parties reached a tentative agreement to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** This Settlement Agreement is the result of disputed claims and nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that his claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendants shall pay One Hundred Forty-One Thousand Six Hundred Dollars (\$141,600.00) as the Gross Settlement Amount in full and

complete settlement of this matter. Defendants shall fund the Gross Settlement Amount in the following manner:

- Within five (5) days of the Effective Date, Defendants will pay \$70,800, but not earlier than April 30, 2024.
- Within ninety (90) days of the Effective Date, Defendants will pay \$70,800, but not earlier than April 30, 2024.

Defendants shall make the above payments to the Settlement Administrator, and the Settlement Administrator shall hold payments in escrow pending approval of the settlement and disbursement. This is a non-reversionary settlement. All Aggrieved Employee funds represented by uncashed checks remaining in the Qualified Settlement Fund shall be tendered to the State's Unclaimed Wages Fund.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for Defendant during the PAGA Period. Payments to Aggrieved Employees of their share of the Net Settlement Amount shall be referred to as "Employee Payments." Each Aggrieved Employee will be paid a non-wage check for his/her Employee Payment, and will receive an IRS Form 1099 for said payment.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** Defendant will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to one-third of the Gross Settlement Amount (currently estimated to be Forty-Seven Thousand Two Hundred Dollars (\$47,200)) ("Attorneys' Fees") and litigation costs and expenses from the Gross Settlement Amount in the amount up to Fifteen Thousand Dollars (\$15,000) incurred in prosecuting this Action ("Litigation Costs"), to Plaintiff's Counsel. In the event the Court approves payment(s) of lesser amounts for Attorneys' Fees and/or for Litigation Costs to Plaintiff's Counsel, the difference will be a part of the Net Settlement Amount. The Attorneys' Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff's Counsel.

5. **Service Award.** Defendants shall not oppose a request by Plaintiff for a service payment to Plaintiff in an amount up to \$9,000 from the Gross Settlement Amount, subject to approval by the Court, in exchange for his service as PAGA representative (the "Service Award"). In the event the Court approves a payment of less than this amount as a Service Award to Plaintiff, the difference will be a part of the Net Settlement Amount. This Service Award is in addition to the payment to which Plaintiff is entitled as a PAGA Member. The Service Award will be reported on an IRS Form 1099 issued to Plaintiff. In the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding.

6. **Settlement Administration Costs.** Defendant will not oppose Plaintiff's request for payment in the amount up to Fifteen Thousand Dollars (\$15,000) from the Gross Settlement Amount to the Settlement Administrator for administering the settlement. In the event the Court approves a payment of less than \$15,000 for Settlement Administration Costs, the difference will be a part of the Net Settlement Amount. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

7. **Releases of Claims.** Upon the Effective Date and the Gross Settlement Amount being fully funded, the following release will immediately take effect. The Parties agree that the consideration described in Paragraph III.2. above constitutes adequate consideration for the settlement and the following release:

a. **Release by Plaintiff:** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, liability, demands, losses, damages, violations of state or federal statutes or law, costs, attorneys' fees, expenses, compensation, actions, and causes of action (contingent, accrued, inchoate or otherwise) known and unknown (except as may be prohibited by law), arising out of or relating to Plaintiff's and Defendants' relationship, employment, termination and all other events or occurrences having taken place between the parties prior to the date of this Agreement, including but not limited to any and all PAGA Released Claims, any claims for wrongful termination, failure to pay wages, failure to pay overtime, failure to pay severance, failure to pay for all hours worked, failure to maintain records, failure to provide meal and rest breaks, waiting time penalties under Labor Code Section 203, California Labor Code violations, discrimination, sexual harassment, wrongful termination, retaliation, disparate treatment, breach of fiduciary duty, indemnification, fraud, conversion, and any other claims that Plaintiff may have against Defendants whatsoever ("Plaintiff's Release"). Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. In consideration of this Agreement and the releases contained herein, coupled with the offsets from the dismissal of claims by Plaintiff against Defendants, Plaintiff represents that he has been fully compensated for all hours worked (regular and overtime) and has been fully compensated for all meal and rest breaks missed and for any other alleged California Labor Code violations. In addition, Plaintiff certifies that he has not sustained any injuries in the scope of Plaintiff's employment with Defendants. Notwithstanding the above, Defendants shall not oppose a request for a service award for Plaintiff up to the amount of Five Thousand Dollars (\$5,000) from the Gross Settlement Amount, which Plaintiff will seek for his work in resolving the case and for his signing of a general release.

b. **Plaintiff's Waiver of Rights under Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

c. **Release by Aggrieved Employees.** All Aggrieved Employees, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all PAGA Released Claims for the PAGA Period. This release of claims by the Aggrieved Employees only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

8. **Covenants and Representations by Plaintiff.** Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges, and duties under the Settlement Agreement, that the Settlement Agreement is a negotiated agreement, and that he enters into this Settlement Agreement freely, voluntarily, deliberately and in an informed manner. Plaintiff further acknowledges that the Settlement Agreement provides consideration of value to him and that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

9. **Limited Disclosure and No Publicity.** The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Plaintiff's Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with PAGA Members and/or (ii) in court filings, including in their respective firm resumes, and/or (iii) in all necessary motions and supporting memoranda related to approval of the Settlement.

10. **Filing of Motion or Joint Stipulation of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing a Motion for PAGA Settlement Approval or a Joint Stipulation for Approval of the Settlement and providing Defendants' Counsel with sufficient opportunity to propose revision to the Motion or Stipulation prior to filing. Plaintiff's Counsel will file the Motion or Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiff's Counsel will serve the Motion or Stipulation on Defendant's Counsel and will submit the Settlement Agreement to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement. Plaintiff agrees to provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

11. **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

12. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

13. **Judgment/Administrator Declaration.** This Settlement Agreement is expressly conditioned upon the Court entering judgment in the Action. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff, Aggrieved Employees, and State of California. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders, within ten (10) business days of distributing all payments under the settlement. If requested by Defendant, Plaintiff's Counsel will file the declaration with the Court within ten (10) business days of receipt or as otherwise ordered by the Court.

14. **No opt out rights.** Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), Aggrieved Employees do not have the right to "opt out" of this settlement. If this settlement is approved, each Aggrieved Employee will receive his or her individual Employee Payment as indicated above, and upon receipt of the payment will release the PAGA Released Claims as described in detail below.

IV. ADMINISTRATION OF SETTLEMENT

1. **Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendants estimate there is a total of approximately Four Thousand and Eighty-Two (4,082) pay periods worked by approximately 238 Aggrieved Employees from June 8, 2022 through November 21, 2023. Plaintiff has relied upon this material representation in entering into this Agreement.

2. **Settlement Administrator.** The Parties will select a Settlement Administrator on the basis of cost and competence, with the best interests of the PAGA Members in mind. Defendants and Defendants' counsel shall not enter into any contractual relationship with the Settlement Administrator. Fees of the Settlement Administrator shall be paid out of the Gross Settlement Amount, in the amount up to Fifteen Thousand Dollars (\$15,000). Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions.

3. Notice to Aggrieved Employees.

a. No later than ten (10) Court days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of the Aggrieved Employees (the “Aggrieved Employees List”). The Aggrieved Employees List shall include each Aggrieved Employee’s full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked for Defendant in California during the PAGA Period, and Social Security number, to the extent available from Defendants’ records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court’s orders. Defendants will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format to the extent available, such as a Microsoft Excel spreadsheet.

b. No later than ten (10) calendar days after receipt of the first final installment payment of the Gross Settlement Amount from Defendants, the Settlement Administrator will (i) calculate each Aggrieved Employee’s payment, (ii) send its payment calculations to Plaintiff’s Counsel and Defense Counsel, (iii) obtain approval from counsel of the calculations.

c. No later than ten (10) calendar days after receipt of the first final installment payment of the Gross Settlement Amount from Defendants, the Settlement Administrator will make payment of Attorneys’ Fees, the Litigation Costs, the Service Award, the Settlement Administration Costs.

d. No later than fifteen (15) calendar days after receipt of the final installment payment of the Gross Settlement Amount from Defendants, the Settlement Administrator will mail the LWDA Payment and Employee Payments under cover letter, substantially in the form attached hereto as “**Exhibit A**” (“Cover Letter”), to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service’s National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned to the Settlement Administrator after mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

4. Deposit and Distribution of Gross Settlement Amount.

a. Defendant shall fund the Gross Settlement Amount per the terms of this Settlement Agreement into a settlement account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court’s orders.

b. The Settlement Administrator shall distribute payments for the Employee Payments to Aggrieved Employees, and the LWDA Payment within fifteen (15) calendar days after the Gross Settlement Amount is fully funded. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this settlement.

c. Each Aggrieved Employee will be issued one check for his or her Employee Payment, which will expire one hundred eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division, in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant benefit plan, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Consequences.** Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the Settlement. Plaintiff, Defendants, Plaintiff's Counsel, and Defendants' Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance

of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or motion is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Santa Barbara. The prevailing party in any such action or motion shall be entitled to recover that party's reasonable attorneys' fees and costs incurred in connection with the action or motion.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided

that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **No Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of mediator Kim Deck and/or the Court to resolve such disagreement.

15. **Confidentiality/Non-Disparagement.** Plaintiff and Defendants agree that no

untruthful, disparaging remarks or statements shall be made by one against the other. Defendants will give a neutral reference to any prospective employers of Employee and will reveal the dates of employment and position held. Plaintiff represents that he has made a voluntary decision not to accept re-employment with Defendants at any time in the future. Defendants are relying on this representation in entering into this Agreement. Moreover, Defendants have good faith and non-discriminatory reasons for the separation of Plaintiff's employment, which would make Plaintiff's future employment not feasible. Plaintiff and Defendants agree that they will not discuss the legal dispute they had, personal disputes, negotiations in reaching this agreement and will not discuss the terms of this settlement agreement. In response to any inquiry, the parties will say "I cannot discuss it." The parties will not disclose to any party any facts or events pertaining to matters which took place during the employment of Plaintiff with Defendants. Plaintiff will not assist any other person in her actions against Defendants unless compelled by court or subpoena. In the event that Plaintiff is subpoenaed to provide testimony or furnish documents related to Defendants, Plaintiff will immediately notify counsel for Defendants (Michael Eisenberg; mbe@laborlitigators.com and Bryan Edgar; bwe@laborligators.com) of this fact in writing within 48 hours of receiving said request. The parties expressly acknowledge, understand, and agree that the violation of this confidentiality requirement by any such person will be treated as a violation of this Agreement. In the event that either party violates this confidentiality, the damages would be difficult to ascertain and, as such, the breaching party will be liable to the non-breaching party for liquidated damages in the amount of \$500 per violation plus fees for enforcement.

16. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA data provided to Plaintiff's Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to Plaintiff's Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

17. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

18. **Cooperation.** All Parties will cooperate in good faith and apply their best efforts to implement this Settlement, by, among other things, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, submitting supplemental evidence and/or supplemental points and authorities if requested by the Court, or making changes to the Settlement if requested by the Court that do not materially affect the essential settlement terms.

19. **Enforcement Actions.** In the event that one or more of the Parties institute any legal action, motion, petition, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the

successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred, incurred in such enforcement action, motion, petition, or other proceeding.

20. **Approval by the Court.** Should the Court deny approval of this Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address the Court's concerns in order to obtain the Court's approval, except that Defendant will not be required under any circumstances to increase the Gross Settlement Amount, other than provided under Paragraph 32. If the Parties cannot obtain court approval, the Parties shall be restored to their respective litigation positions before they entered into this Agreement.

IN WITNESS THEREOF, the Parties each acknowledge that each Party has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 12 / 19 / 2023

Alejandro Mazantini
Alejandro Mazantini

Dated: _____

Aaron Mayer

MISSION PARK HEALTH CENTER, LLC

Dated: _____

By: _____
Aaron Mayer, CEO

**PACIFICARE HEALTH MANAGEMENT,
LLC**

Dated: _____

By: _____
Aaron Mayer, CEO

successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred, incurred in such enforcement action, motion, petition, or other proceeding.

20. **Approval by the Court.** Should the Court deny approval of this Agreement, the Parties shall work jointly to make reasonable efforts to attempt to address the Court's concerns in order to obtain the Court's approval, except that Defendant will not be required under any circumstances to increase the Gross Settlement Amount, other than provided under Paragraph 32. If the Parties cannot obtain court approval, the Parties shall be restored to their respective litigation positions before they entered into this Agreement.

IN WITNESS THEREOF, the Parties each acknowledge that each Party has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: _____

Alejandro Mazantini

Dated: 12/20/2023

DocuSigned by:
AARON MAYER
FA0903698DDF497...

Aaron Mayer

MISSION PARK HEALTH CENTER, LLC

Dated: 12/20/2023

DocuSigned by:
AARON MAYER
FA0903698DDF497...
By: _____
Aaron Mayer, CEO

PACIFICARE HEALTH MANAGEMENT, LLC

Dated: 12/20/2023

DocuSigned by:
AARON MAYER
FA0903698DDF497...
By: _____
Aaron Mayer, CEO

Exhibit A

**NOTICE OF PAGA SETTLEMENT AND RELEASE OF
CLAIMS**

***Alejandro Mazantini v. Mission Park Health Center, et al.
Santa Barbara County Superior Court Case No. 23CV02465,***

*You are **not** being sued. This is **not** an advertisement. This notice affects your rights.*

YOU ARE RECEIVING A SETTLEMENT PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

I. NOTICE OF PAGA SETTLEMENT

On [REDACTED], the Honorable Thomas P. Anderle of Dept. 3 of the Superior Court of California for the County of Santa Barbara granted approval of the Settlement and ordered that all Aggrieved Employees (also known as PAGA Settlement Members) be notified of the Settlement and mailed their share of the Settlement.

You are receiving this Notice because you are a PAGA Settlement Member who is to be paid under the Settlement.

In this lawsuit, Plaintiff claims that Mission Park Health Center, LLC; Pacificare Health Management, LLC; and Aaron Mayer (collectively, “Defendants”) failed to comply with the requirements of the California Labor Code relating to payment of all minimum and overtime wages due, provision of meal and rest periods, reimbursement of incurred expenses, provision of accurate wages stubs, and timely payment of wages. Plaintiff solely sought civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the Private Attorneys General Act (“PAGA”) arising out of these alleged violations.

The Aggrieved Employees are all non-exempt employees of Defendants who worked at least one shift in the State of California during the PAGA Period, *i.e.*, from June 8, 2022 through November 21, 2023.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENTS

By law, under the Private Attorney Generals Act, the amount recovered in settlement, after paying for attorney’s fees and costs, and costs of administration of settlement, are to be split between the State of California and the PAGA Settlement Members. The State receives 75% of the net settlement amount and the PAGA Settlement Members receive 25% of the net settlement (to be allocated on a pro rata basis).

Each PAGA Settlement Member will receive a pro rata share of the PAGA Settlement Members Payment based on their Eligible Pay Periods relative to the total Eligible Pay Periods of all PAGA Settlement Members (“Individual PAGA Settlement Member Payment”).

You worked <<**PayPeriods**>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<**PayPeriods**>>. Therefore, your Individual PAGA Settlement Member Payment is <<**CheckAmount**>>.

III. RELEASE

The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the Settlement’s terms, Aggrieved Employees will release claims for civil penalties under the Private Attorneys General Act that were alleged, or reasonably could have been alleged based on the factual allegations in the Complaint and LWDA Letter, predicated on Plaintiff’s allegations that Defendants: (1) failed to pay minimum wage for all hours works; (2) failed to pay overtime and/or double-time wages; (3) failed to pay wages when due upon termination or regularly scheduled paydays; (4) failed to provide rest and meal breaks pursuant to Labor Code § 226.7; (5) failed to provide and maintain records under Labor Code §§ 226, 432, and 1198.5; (6) failed to provide or pay all required paid sick leave; and (7) failed to reimburse incurred business expenses; and including claims for PAGA civil penalties for violations of Labor Code §§ 201, 201.3, 202, 203, 204, 204.2, 206, 206.5, 208, 210, 226, 226.2, 226.3, 226.7, 227.3, 246, 246.5, 247, 247.5, 248.5, 432, 510, 511, 512, 558, 558.1, 1194, 1194.2, 1197, 1197, 1198, 1199, 1174, 1174.5, 1198.5, and 2802 during PAGA Period.

Upon entry of the Order approving the Settlement, Aggrieved Employee covered by this Agreement will be unable to seek civil penalties under PAGA for the release claims above.

This Release does not release any Aggrieved Employee’s claims for wages or damages. This Release does not serve to bar, prevent, or otherwise affect the ability of an Aggrieved Employee to bring individual, non-representative claims against Defendants for alleged violations of the Labor Code.

IV. ADDITIONAL INFORMATION

This Notice is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may refer to the pleadings, the Joint Stipulation of Settlement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Superior Court of California for the County of Santa Barbara, during regular business hours of each court day.

All questions by PAGA Settlement Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Plaintiff’s Counsel.

The attorneys for Plaintiff and the PAGA Settlement Members (“Plaintiff’s Counsel”) are:

Elliot J. Siegel
KING & SIEGEL LLP
(213) 465-4802
724 S. Spring Street, Ste. 201

Los Angeles, California 90014

You may call the Settlement Administrator, [REDACTED] toll free at [REDACTED] with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California Department of Industrial Relations Unpaid Wage Fund in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH QUESTIONS.**

Exhibit B

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

Alejandro Mazantini, on behalf of himself and
all similarly situated individuals,

Plaintiff,

vs.

Mission Park Health Center, a limited
liability company; **Pacificare Health
Management**, a limited liability company;
Aaron Mayer, an individual; and **Does 1-10**,
inclusive;

Defendants.

CASE NO. 23CV02465

[Assigned for all purposes to Honorable
Thomas P. Anderle, Department 3]

PAGA ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S UNOPPOSED MOTION
FOR APPROVAL OF SETTLEMENT
PURSUANT TO THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (“PAGA”) AND
ENTERING JUDGMENT**

King & Siegel LLP

[PROPOSED] ORDER AND JUDGMENT

The Court, having read and considered Plaintiff's Unopposed Motion for Approval of PAGA Settlement ("Motion") and the attached Joint Stipulation of Settlement of PAGA Representative Action ("Settlement" or "Settlement Agreement"), and having heard and considered the arguments of counsel, and GOOD CAUSE appearing therefore, HEREBY ORDERS as follows:

1. The Motion is GRANTED.¹

2. The Court grants approval of the Parties' Settlement Agreement.²

3. The Court hereby enters Judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. Upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the Settlement Agreement.

4. The Named Plaintiff, Aggrieved Employees, and the State of California, including the LWDA and related state agencies, are bound by this Order and Judgment.

5. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions in reaching the Settlement.

6. The Court finds that the Settlement constitutes a fair, adequate, and reasonable compromise of the State of California's and PAGA Settlement Members' PAGA claims and will avoid additional and potentially substantial litigation costs, as well as the delay and risks inherent in continued litigation. After considering the monetary recovery for claimed civil penalties provided as part of the Settlement in light of the challenges posed by continued litigation, and Court concludes that Class Counsel secured significant relief for State and PAGA Settlement Members.

7. On [REDACTED], 2023, Plaintiff's Counsel provided notice of the Settlement to the LWDA. The LWDA did not take action in response to that submission as of the date of this Order. The Court finds that Plaintiff's Counsel provided adequate notice to the California Labor and Workforce

¹ The Court finds that it has Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve the Settlement Agreement and all exhibits thereto.

² A copy of the Settlement Agreement is attached to the Declaration of Elliot J. Siegel in Support of Plaintiff's Motion as **Exhibit 1** and is made a part of this Order and Judgment. All capitalized terms used in this order have the same meaning, force and effect as set forth in the Settlement Agreement.

1 Development Agency (“LWDA”) in accordance with California Labor Code Section 2699(l)(2).

2 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
3 that the Settlement is, in all respects, fair, adequate, and reasonable, consistent and compliant with
4 all applicable requirements of the California Code of Civil Procedure, the California and United States
5 Constitutions, including the Due Process clauses, the California Rules of Court, and any other
6 applicable law, and in the best interests of each of the State and the PAGA Settlement Members.

7 9. The Court finds and determines that the individual PAGA Settlement Member
8 Payments to be paid to the PAGA Settlement Members as provided for by the Settlement Agreement
9 as their share of civil penalties in this case are fair and reasonable and consistent with PAGA’s
10 requirements for allocation of penalties. The Court hereby approves and orders the payment of those
11 amounts be made to the PAGA Settlement Members in accordance with the Settlement Agreement.³

12 10. The Court finds and determines that the LWDA Payment is fair, reasonable, and
13 appropriate under PAGA’s requirements. The Court hereby approves and orders the LWDA
14 Payment be made to the LWDA in accordance with the Settlement Agreement.

15 11. The Court finds and determines that the estimated fees and expenses in administrating
16 the Settlement Agreement by Simpluris, Inc. in the amount of \$ [REDACTED] are fair and reasonable. The
17 Court hereby approves and orders that the payment of that amount to Simpluris, Inc. from the Gross
18 Settlement Amount in accordance with the Settlement Agreement.

19 12. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
20 submitted by Plaintiff’s Counsel, the Court approves Plaintiff’s Counsel’s request for attorneys’ fees
21 in the amount of one-third of the Gross Settlement Amount, or \$ [REDACTED], as fair, reasonable and
22 appropriate.⁴ The Court hereby orders the Settlement Administrator to make this payment to
23 Plaintiff’s Counsel from the Gross Settlement Amount in accordance with the terms of the

24
25 ³ The Court finds that the PAGA Notice to be disseminated with the individual PAGA Settlement
26 Member Payments, attached as **Exhibit A** to the Settlement Agreement, fairly and appropriately
27 informs the PAGA Settlement Members of the results of this Action and the terms of the Settlement
Agreement. The Court approves of the Notice and orders the dissemination of the PAGA Notice to
PAGA Settlement Members, to be mailed with their individual PAGA Settlement Member Payments.

28 ⁴ The Court further finds that the hours worked and hourly rates charged by Plaintiff’s Counsel in the
lodestar cross-check to be fair and reasonable in light of their background, experience, and quality of
representation.

1 Settlement Agreement.

2 13. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
3 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for reimbursement
4 of actual and incurred litigation costs in the amount of \$ _____. The Court finds this amount to be
5 fair and reasonable. The Court hereby orders the Settlement Administrator to make this payment to
6 Plaintiff's Counsel from the Gross Settlement Amount in accordance with the terms of the
7 Settlement Agreement.

8 14. Pursuant to the terms of the Settlement Agreement, and the evidence and arguments
9 submitted by Plaintiff's Counsel, the Court approves a service payment of \$9,000.00 to the Named
10 Representative. The Court finds such amount to be fair and reasonable. The Court hereby orders the
11 Settlement Administrator to make this payment to Plaintiff from the Gross Settlement Amount in
12 accordance with the terms of the Settlement Agreement.

13 15. Upon completion of administration of the Settlement as set forth below, and payment
14 by Defendants, Named Plaintiff, the Aggrieved Employees, and the State of California, including the
15 LWDA and related state agencies, release the Defendant, and its officers, directors, employees and
16 agents from all claims for civil penalties under the Private Attorneys General Act that were alleged,
17 or reasonably could have been alleged based on the factual allegations in the Complaint and LWDA
18 Letter, predicated on Plaintiff's allegations that Defendants: (1) failed to pay minimum wage for all
19 hours works; (2) failed to pay overtime and/or double-time wages; (3) failed to pay wages when due
20 upon termination or regularly scheduled paydays; (4) failed to provide rest and meal breaks pursuant
21 to Labor Code § 226.7; (5) failed to provide and maintain records under Labor Code §§ 226, 432, and
22 1198.5; (6) failed to provide or pay all required paid sick leave; and (7) failed to reimburse
23 incurred business expenses; and including claims for PAGA civil penalties for violations of Labor
24 Code §§ 201, 201.3, 202, 203, 204, 204.2, 206, 206.5, 208, 210, 226, 226.2, 226.3, 226.7, 227.3,
25 246, 246.5, 247, 247.5, 248.5, 432, 510, 511, 512, 558, 558.1, 1194, 1194.2, 1197, 1197, 1198, 1199,
26 1174, 1174.5, 1198.5, and 2802 from June 8, 2022 through November 21, 2023.

27 16. The Settlement Agreement is not an admission by Defendant, nor is this Order and
28 Judgment a finding of validity of any allegations by Plaintiff or of any Labor Code violations or other

1 wrongdoing by Defendant or any other Releasee. Neither this Order and Judgment, the Settlement
2 Agreement, or any other documents referred to herein, nor any action taken to carry out the
3 Settlement Agreement, may be construed as, or may be used as, an admission of any violations, fault,
4 wrongdoing, omission, or liability whatsoever by or against Defendant or other Releasees.

5 17. Without affecting the finality of this Order or the Entry of Judgment in any way, the
6 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
7 effectuation, and enforcement of this Order and the Settlement.

8 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
9 under the Settlement or under this Order, including the requirement that Defendant fund the Gross
10 Settlement Amount in accordance with the Settlement. The Parties will bear their own costs and
11 attorneys' fees except as otherwise provided by this Court's Order and Judgment and as provided for
12 in the Settlement Agreement.

13 19. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this
14 Order and Judgment within ten (10) calendar days after the Court's entry of this Order.

15 20. Upon completion of administration of the Settlement, the Settlement Administrator
16 will provide written certification of such completion to the Court and counsel for the Parties that shall
17 be filed with the Court five (5) court days before the non-appearance compliance hearing set for
18 _____, 2024 at _____ a.m., in Dept. 3.

19 21. Upon completion of administration of the Settlement, and once written certification
20 of such completion of such completion has been provided to the Court, the claims of Plaintiff
21 individually and the representative claims as a proxy/agent for the State of California and the LWDA
22 shall be dismissed with prejudice.

23 22. Neither this Order and Judgment, this dismissal, nor the Release of Claims in
24 Paragraph 15 serves to bar or otherwise affects the ability of any Aggrieved Employee to bring
25 individual, non-representative claims against Defendants for alleged violations of the Labor Code.
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IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: _____

The Hon. Thomas P. Anderle