

1 RUTAN & TUCKER, LLP
Maria Z. Stearns (State Bar No. 230649)
2 mstearns@rutan.com
Noell Rice (State Bar No. 321855)
3 nrice@rutan.com
18575 Jamboree Road, 9th Floor
4 Irvine, CA 92612
Telephone: 714-641-5100
5 Facsimile: 714-546-9035

6 Attorneys for Defendant
CALIFORNIA CLINIC MANAGEMENT, LLC
7 DBA ACUITY EYE GROUP

8 Nicholas J. Ferraro
Lauren N. Vega
9 FERRARO VEGA EMPLOYMENT LAWYERS, INC.
3333 Camino del Rio South, Suite 300
10 San Diego, California 92108
Tel.: 619-693-7727
11 Fax: 619-350-6855
12 Email: nick@ferrarovega.com
lauren@ferrarovega.com
13

14 Attorneys for Plaintiff
KANDACE BATTLE, individually and on behalf
15 of all others similarly situated and the State of
California under the Private Attorneys General Act

16 [Additional counsel on following page]

17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 FOR THE COUNTY OF SAN DIEGO

20 KANDACE BATTLE, individually and on
behalf of all others similarly situated and the
21 State of California under the Private Attorneys
General Act,

22 Plaintiff,

23 vs.

24 CALIFORNIA CLINIC MANAGEMENT,
25 LLC and DOES 1 through 50, inclusive,

26 Defendants.

Case No. 37-2023-00039498-CU-OE-CTL

ASSIGNED FOR ALL PURPOSES TO:
HON. LOREN G. FREESTONE, DEPT. C-64

**STIPULATION AND AGREEMENT FOR
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date Action Filed: September 12, 2023
Trial Date: Not Scheduled

1 Justin F. Marquez
Benjamin H. Haber
2 Maxim Gorbunov
3 **WILSHIRE LAW FIRM**
3055 Wilshire Blvd., 12th Floor
4 Los Angeles, California 90010
Tel.: 213-381-9988
5 Fax: 213-381-9989
Email: justin.marquez@wilshirelawfirm.com;
6 benjamin.haber@wilshirelawfirm.com;
7 maxim.gorbunov@wilshirelawfirm.com
8 Attorneys for Plaintiff
RACHEL CHRISTINA GOODWIN, on behalf of
9 the State of California and other aggrieved persons

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1 This Stipulation and Agreement for PAGA Representative Action Settlement is made and
2 entered into by and between Plaintiffs Rachel Christina Goodwin and Kandace Battle, on behalf of
3 themselves and as representatives of the State of California and the Aggrieved Employees (as
4 defined below), on the one hand, and California Clinic Management, LLC dba Acuity Eye Group,
5 on the other hand (collectively, the “**Parties**”), and is made in compromise of disputed claims. The
6 Parties agree that the above-entitled representative actions shall be settled on the terms and
7 conditions set forth in this Stipulation, subject to the approval of the Court pursuant to Section
8 2699(1)(2) of the California Labor Code Private Attorneys General Act of 2004, Labor Code §§
9 2698, *et seq.* (“PAGA”).

10 DEFINITIONS

11 1. “**Actions**” means and refers to the PAGA representative claim pending in *Kandace*
12 *Battle v. California Clinic Management, LLC*, Case No. 37-2023-00039498-CU-OE-CTL, which
13 will be amended to add the PAGA representative claim pending in *Rachel Christina Goodwin v.*
14 *California Clinic Management, LLC dba Acuity Eye Group*, Riverside County Superior Court Case
15 No. CVPS2203511.

16 2. “**Aggrieved Employees**” means all current and former hourly, non-exempt
17 employees who performed work for Defendant in California during the PAGA Period.

18 3. The terms “**Agreement**,” “**Settlement**,” and “**Settlement Agreement**” mean this
19 Stipulation and Agreement for PAGA Representative Action Settlement, which the Parties
20 acknowledge sets forth all material terms and conditions of the Settlement between them, and which
21 is subject to Court approval pursuant to Section 2699(s)(2) of the California Labor Code Private
22 Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*

23 4. “**Court**” means the California Superior Court, County of San Diego.

24 5. “**Defendant**” means California Clinic Management, LLC.

25 6. “**Effective Date**” of this Agreement shall be the later of: (i) the 61st day after service
26 of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or
27 (ii) if an appeal, review, or writ is sought from the Final Order and Judgment, the day after the Final
28 Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final

1 Order and Judgment are no longer subject to further judicial review. The Effective Date is
2 conditioned upon all of the following occurring: (a) this Agreement has been signed by the Parties,
3 PAGA Counsel, and Defendant's counsel; and (b) the Court has entered the Final Order and
4 Judgment.

5 7. **"Enhancement Awards"** means the amount the Court authorizes to be paid to each
6 of the Representative Plaintiffs in addition to their respective Individual PAGA Payments, in
7 recognition of their efforts and work in prosecution of the Actions, up to \$10,000.00 each.

8 8. **"Final Order and Judgment"** means the proposed order granting approval of the
9 Settlement and entering Judgment, in the form substantially similar to that attached to this
10 Agreement as Exhibit B.

11 9. **"Gross Settlement Amount"** means a maximum total of \$700,000.00, which
12 includes all payments owing as a result of this Agreement and includes: the Net Settlement Amount;
13 Settlement Administration Costs; Representative Plaintiffs' Enhancement Awards; and PAGA
14 Counsel Attorneys' Fees and Costs as awarded by the Court.

15 10. **"LWDA Payment"** means a payment to the California Labor Workforce and
16 Development Agency in an amount equal to 75% of the Net Settlement Amount.

17 11. **"Net Settlement Amount"** is the Gross Settlement Amount less (1) PAGA
18 Counsel's Attorneys' Fees and Costs; (2) Representative Plaintiffs' Enhancement Awards; and (3)
19 Settlement Administration Costs.

20 12. **"PAGA Aggrieved Employee Payment"** means a payment of 25% of the Net
21 Settlement Amount, which the Parties have agreed to pay the Aggrieved Employees in connection
22 with the settlement of the PAGA Claim.

23 13. **"PAGA Claim"** means the claim for civil penalties under the California Labor Code
24 Private Attorneys General Act of 2004 (Cal. Lab. Code sections 2698 *et seq.*, "PAGA") alleged in
25 the Actions and stated in Representative Plaintiffs' May 27, 2022 and July 7, 2023 notice letters to
26 the LWDA, true and correct copies of which are attached as Exhibit C.

27 14. **"PAGA Counsel"** means Wilshire Law Firm and Ferraro Vega Employment
28 Lawyers, Inc.

1 in the Superior Court of the State of California, County of Riverside in the case entitled *Rachel*
2 *Christina Goodwin v. California Clinic Management, LLC dba Acuity Eye Group*, Case No.
3 CVRI2202173 (“**Goodwin Individual Action**”). On February 2, 2023, the Court ordered Ms.
4 Goodwin’s individual claims to arbitration and dismissed without prejudice the non-individual class
5 claims brought on behalf of other employees. Plaintiff Goodwin agreed to only file a demand for
6 arbitration of her individual claims if the Parties were unable to settle their claims in the mediation
7 discussed below.

8 21. On May 27, 2022, Plaintiff Rachel Christina Goodwin sent a PAGA Notice to the
9 Labor Workforce and Development Agency, with a copy to Defendant. On August 26, 2022,
10 Plaintiff Rachel Christina Goodwin filed a PAGA representative action in the Superior Court of the
11 State of California, County of Riverside in the case entitled *Rachel Christina Goodwin v. California*
12 *Clinic Management, LLC dba Acuity Eye Group*, Case No. CVPS2203511 (“**Goodwin Action**”).

13 22. On July 7, 2023, Plaintiff Kandace Battle sent a PAGA Notice to the Labor
14 Workforce and Development Agency, with a copy to Defendant. On September 12, 2023, Plaintiff
15 Kandace Battle filed a PAGA representative action in the Superior Court of the State of California,
16 County of San Diego in the case entitled *Kandace Battle v. California Clinic Management, LLC*,
17 Case No. 37-2023-00039498-CU-OE-CTL (“**Battle Action**”).

18 23. On July 12, 2024, the Parties participated in a mediation with mediator Tagore
19 Subramaniam. The mediation concluded with a mediator’s proposal, which the Parties accepted.

20 24. On or around August 20, 2024, Defendant filed notices of related cases in both the
21 *Goodwin* and *Battle* Actions.

22 25. Within 14 days of executing this Agreement, Plaintiff Goodwin shall dismiss the
23 pending *Goodwin* Action pursuant to Rule 3.110 of the California Rules of Court and Representative
24 Plaintiffs shall file an amended complaint in the *Battle* Action. The amended complaint shall
25 include all claims from both the *Battle* and *Goodwin* Actions, which includes all wage-and-hour
26 violations set forth in Representative Plaintiffs’ May 27, 2022 and July 7, 2023 notice letters to the
27 LWDA, such that all claims covered by this Settlement may be consolidated into the pending *Battle*
28 Action in San Diego County Superior Court where the Parties have agreed to seek final approval of

1 this Settlement.

2 26. The Parties agree that they will take all actions necessary to ensure that the PAGA
3 representative claim pending in the *Goodwin* Action is consolidated with the *Battle* Action for
4 purposes of settlement.

5 27. Representative Plaintiffs believe that the Settlement is fair, reasonable, and adequate.
6 The Parties understand, acknowledge, and agree that this Settlement Agreement constitutes a
7 compromise of Representative Plaintiffs' and the Aggrieved Employees' PAGA Claim, and that it
8 is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claim
9 that the Representative Plaintiffs and the Aggrieved Employees have against Defendant or any
10 persons or companies affiliated with Defendant based on employment with Defendant.

11 28. The Parties enter into this Settlement Agreement on a conditional basis. In the event
12 the Court does not enter a Final Order and Judgment as defined in this Settlement Agreement, this
13 Settlement Agreement will be deemed null and void *ab initio* and will be of no force or effect
14 whatsoever, and will not be referred to or utilized for any purpose whatsoever.

15 29. Defendant denies that it engaged in any misconduct in connection with the wage-
16 and-hour practices associated with the Aggrieved Employees. Defendant further denies that it has
17 any liability of any kind associated with the claims alleged in the Actions. Defendant contends that
18 it has complied with both federal and state wage-and-hour laws, and all other laws regulating its
19 relationship with the Aggrieved Employees, including the Representative Plaintiffs.

20 30. Defendant denies all of the claims in the Actions, and does not waive, but rather
21 expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural
22 and factual grounds should this Settlement Agreement not become final. This Settlement
23 Agreement reflects a compromise reached to end litigation.

24 31. The Parties stipulate and agree to the following terms of this Settlement Agreement
25 with the intent that this Agreement finally disposes of the Actions with prejudice as set forth in this
26 Agreement.

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TERMS AND CONDITIONS

32. **Settlement Payments and Calculation of Claims.** Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of **\$700,000.00**. For the avoidance of doubt, except for the employer taxes necessary to effectuate the settlement and pursuant to Paragraph 33.f below, Defendant shall not be required to pay any amount over \$700,000.00 for this Settlement. The Gross Settlement Amount includes, but is not limited to, payments to be made to PAGA Counsel's attorneys' fees and costs, the LWDA Payment, Plaintiffs' Enhancement Awards, and Settlement Administration Costs. The following table summarizes the allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$700,000.00 Is Broken Down As Follows:

- PAGA Counsel Attorneys' Fees not to exceed **33 and one third percent (or \$233,333.33)**.
- PAGA Counsel's Costs not to exceed **\$30,000.00**.
- Plaintiffs' Enhancement Awards not to exceed **\$20,000.00** (combined).
- Settlement Administration Costs, not to exceed **\$15,000.00**.
- Approximately **\$401,666.67** for the Net Settlement Amount:
 - 25% of the Net Settlement Amount for the PAGA Aggrieved Employee Payment (approximately **\$100,416.67**).
 - 75% of the Net Settlement Amount for the LWDA Payment (approximately **\$301,250.00**).

33. **Apportionment of Gross Settlement Amount.** The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. **Settlement Administration Fees and Costs:** The fees and costs associated with settlement administration (e.g., preparing and mailing payments to the Aggrieved Employees, tax documentation, etc.) (the "**Settlement Administration Costs**") will be paid from the Gross Settlement Amount and are estimated to be up to **\$15,000.00**. The Parties agree to use CPT Group, Inc. as the Settlement Administrator. To the extent Settlement Administration Costs are not approved by the Court in the amounts set forth above, and the order becomes final, then the non-approved amount will be added to the Net Settlement Amount to be distributed based on the formula

1 set forth in Paragraph 33.d.

2 b. PAGA Counsel's Attorneys' Fees and Costs: The Parties agree that, subject
3 to the Court's review and approval, PAGA Counsel will be paid from the Gross Settlement Amount
4 an amount that is up to 33 and one third percent of the Gross Settlement Amount for attorneys' fees
5 (**\$233,333.33**), plus actual litigation costs, not to exceed **\$30,000.00**. Except as provided in this
6 Paragraph 33.b, each party will bear its own attorneys' fees, costs, and expenses incurred in the
7 prosecution, defense, or settlement of the Actions. To the extent attorneys' fees and costs are not
8 approved by the Court in the amounts set forth above, and the order becomes final, then the non-
9 approved amounts will be added to the Net Settlement Amount to be distributed based on the
10 formula set forth in Paragraph 33.d.

11 c. Representative Plaintiffs' Enhancement Awards. The Parties agree that,
12 subject to the Court's review and approval, Representative Plaintiffs will each receive an
13 enhancement award of **\$10,000.00** for their services in bringing the Actions on behalf of the
14 Aggrieved Employees, which will be paid from the Gross Settlement Fund. To the extent the
15 Enhancement Awards are not approved by the Court in the amounts set forth above, and the order
16 becomes final, then the non-approved amount will be added to the Net Settlement Amount to be
17 distributed based on the formula set forth in Paragraph 33.d.

18 d. Net Settlement Amount: After deducting PAGA Counsel's Attorneys' Fees
19 and Costs, Plaintiffs' Enhancement Awards, and the Settlement Administration Costs from the
20 Gross Settlement Amount, the remaining amount will comprise the Net Settlement Amount. The
21 Net Settlement Amount is comprised of the LWDA Payment and the PAGA Aggrieved Employee
22 Payment. The Net Settlement Amount of approximately **\$401,666.67** shall be allocated 75% to the
23 LWDA Payment, which is estimated to total **\$301,250.00** ($\$401,666.67 \times 75\%$). The remaining
24 25% of the Net Settlement Amount, estimated to total **\$100,416.67** ($\$401,666.67 \times 25\%$), shall be
25 allocated to the PAGA Aggrieved Employee Payment to be paid to the Aggrieved Employees on a
26 *pro rata* basis as noted below, which shall be referred to as the Aggrieved Employee's "**Individual**
27 **PAGA Payment.**"

Example:

Aggrieved Employee A was actively employed during the PAGA Period for 41 pay periods. All Aggrieved Employees were actively employed a combined total of 41,000 pay periods during the PAGA Period. Aggrieved Employee A's Individual PAGA Payment would be calculated as follows:

- 41 pay periods for Aggrieved Employee A ÷ 41,000 total pay periods for all Aggrieved Employees = 0.1%.
- Aggrieved Employee A is entitled to an Individual PAGA Payment in an amount that is 0.1% of the PAGA Aggrieved Employee Payment.¹

e. Taxes and Reporting: The Individual PAGA Payments will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

f. Escalator Clause: Based on its records, Defendant estimates that, as of July 12, 2024, (1) there were approximately 40,752 pay periods worked by Aggrieved Employees during the PAGA Period. Should the actual number of pay periods during the PAGA Period increase beyond 10% of the 40,752 pay periods, Defendant, at its sole discretion, has the option of either: (1) agreeing to increase the Gross Settlement Amount on a pro rata basis according to the number of additional pay periods worked by Aggrieved Employees over the 10% cap basis (i.e., if there was a 12% increase in the number of aggregate pay periods, Defendant shall increase the Gross Settlement Amount by 2%), or (2) agreeing to close the PAGA Period just before the date the pay periods exceed this 10% cap.

34. Release By Aggrieved Employees and the State of California.

a. Terms of Release. Upon the Funding Date, as defined below, in exchange for the consideration recited in this Settlement Agreement, Representative Plaintiffs, as the representatives for the State of California and all Aggrieved Employees, and on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will

¹ The Individual PAGA Payment will be rounded to the nearest penny with .5 rounded up.

1 forever completely release and discharge the Released Parties of any and all Released Claims, as
2 defined in Paragraph 16. The Aggrieved Employees and the State of California are deemed by
3 operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim
4 against any of the Released Parties for any Released Claims. The release will not be effective until
5 Defendant has made all payments due under the terms of this Settlement Agreement. The
6 Representative Plaintiffs do not release any Aggrieved Employee's claim for wages or damages.

7 b. No Claims Based on Stipulation and Agreement. No Aggrieved Employee
8 will have any claim against any of the Released Parties, Defendant's counsel, the Representative
9 Plaintiffs, or PAGA Counsel, based on errors in administering claims or performing the mailing
10 and skip-tracing requirements of the Settlement Administrator under this Agreement.

11 35. **General Release By Representative Plaintiffs.**

12 a. Terms of Release. Upon the Funding Date, as defined below, in exchange
13 for the consideration recited in this Settlement Agreement, including the Representative Plaintiff
14 Enhancement Awards, the Representative Plaintiffs, on behalf of themselves and on behalf of their
15 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, does
16 hereby and forever release, waive, acquit and discharge the Released Parties from all claims (known
17 or unknown) which they have, had or might otherwise have had against the Released Parties, from
18 the beginning of time to the date they sign this Agreement, regarding any aspect of their employment
19 including, but not limited to, the Released Claims, any common law or statutory torts, any federal,
20 state or governmental constitution, statute, regulation or ordinance, and any claim for wages or any
21 other compensation or benefit.

22 b. California Civil Code Section 1542. Upon the Funding Date, as defined
23 below, the Representative Plaintiffs will be deemed to have, and by operation of the Final Order and
24 Judgment will have, expressly waived and relinquished, to the fullest extent permitted by law, the
25 provisions, rights, and benefits of section 1542 of the California Civil Code which provides as
26 follows:

27 **"A general release does not extend to claims that the creditor or releasing party**
28 **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

1 **her settlement with the debtor or released party.”**

2 c. No Other Actions. The Representative Plaintiffs are deemed by operation of
3 the Final Order and Judgment to have agreed not to sue or otherwise make any claim against any of
4 the Released Parties based upon any action, event, or occurrence prior to the date the Representative
5 Plaintiffs sign this Settlement Agreement.

6 36. Release by PAGA Counsel. Upon the Funding Date, as defined below, PAGA
7 Counsel release on behalf of their present and former attorneys, employees, agents, successors and
8 assigns, the Released Parties from all claims for attorneys’ fees and costs incurred in connection
9 with the facts and theories alleged in the Complaints, the PAGA notices, and the Released Claims.

10 37. Request For Final Order and Judgment.

11 a. Upon execution of this Agreement, the Representative Plaintiffs shall
12 promptly file a stipulation or motion with the Court requesting approval of this Settlement by
13 submitting a proposed Final Order and Judgment, in a form substantially similar to Exhibit B.

14 b. The Representative Plaintiffs shall not file the stipulation or motion
15 requesting approval or final judgment with the Court until Defendant has reviewed and approved it,
16 which approval will not be unreasonably withheld. Defendant agrees to provide any proposed
17 changes to the stipulation or motion no later than 7 days after receiving the draft stipulation or
18 motion from the Representative Plaintiffs.

19 c. On the date Representative Plaintiffs file the stipulation or motion discussed
20 in this Paragraph, Plaintiffs will also submit to the LWDA a notice of the Settlement enclosing a
21 copy of the Settlement Agreement. Plaintiffs’ notice of the Settlement to the LWDA shall comply
22 with the notice requirement of PAGA.

23 38. Settlement Funding.

24 a. Upon the Court entering the Final Order and Judgment, and within 14
25 calendar days after the Effective Date, the Settlement Administrator shall send Defendant’s counsel
26 electronic wiring instructions to fund the Gross Settlement Amount.

27 b. Defendant shall wire to the Settlement Administrator the Gross Settlement
28

Amount the later of: 30 calendar days of the Effective Date or May 30, 2025 (the “**Funding Date**”).

c. Within 20 calendar days after the Funding Date, the Settlement Administrator shall issue all payments required by this Agreement (the “**Payment Date**”).

39. **Request for Dismissal of Individual Action.**

Within 30 calendar days after the Funding Date, Plaintiff Rachel Christina Goodwin shall file a request for dismissal of the *Goodwin* Individual Action. Within 10 days of the execution of this Agreement, Plaintiff Rachel Christina Goodwin shall file a Notice of Settlement in the *Goodwin* Individual Action.

40. **PAGA List.**

Within 10 calendar days after the Effective Date, Defendant will provide a PAGA List to the Settlement Administrator which will identify all Aggrieved Employees by name, social security number, and last known home address (“PAGA List”). The PAGA List will also contain the number of pay periods credited to each Aggrieved Employee.

41. **List Of Individual Settlement Amounts.**

Within 10 calendar days after the Settlement Administrator receives the PAGA List, the Settlement Administrator will provide to PAGA Counsel and Defendant’s counsel a Proceeds List reflecting the Individual PAGA Payment for each Aggrieved Employee (“**Proceeds List**”). The Proceeds List provided to PAGA Counsel will not include the Aggrieved Employees’ names, social security numbers or contact information.

42. **PAGA Payments to Aggrieved Employees.**

a. On the Payment Date, the Settlement Administrator will mail to each Aggrieved Employee, via first-class United States Mail, the following: (a) the PAGA Settlement Notice, attached as Exhibit A to this Agreement and (b) their Individual PAGA Payment (collectively, the “**PAGA Packet**”).

b. Prior to mailing, the Settlement Administrator will update all addresses using the National Change of Address System (NCOA). In the event that a PAGA Packet is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will re-send the PAGA Packet to the forwarding address identified. If no forwarding address is provided, then

1 the Settlement Administrator will promptly conduct a “standard search,” sometimes called, “Skip
2 Trace” or “Credit Header” searches, to locate a better address. If a better address is found, the
3 Settlement Administrator will promptly re-send the PAGA Packet. If a better address is not found
4 or the PAGA Packet is ultimately returned without a forwarding address, neither the Settlement
5 Administrator, Defendant, or PAGA Counsel shall be required to take further action.

6 c. Aggrieved Employees shall have 180 calendar days after the date the PAGA
7 Packet is mailed to them to cash their settlement payment checks. If any Aggrieved Employee’s
8 check is not cashed within that period, the settlement payment check will be voided and a stop-
9 payment will be issued. Neither Defendant, Defendant’s counsel, Representative Plaintiffs, nor
10 PAGA Counsel will have any liability for lost or stolen settlement payment checks, forged
11 signatures on settlement payment checks, unauthorized negotiation of settlement payment checks
12 or failure to timely cash a settlement payment check within the 180-day period.

13 d. Any unpaid cash residue or unclaimed Aggrieved Employee funds, plus any
14 accrued interest that has not otherwise been distributed pursuant to order of the Court, shall be
15 transmitted to CASA of Orange County.

16 43. **Payments Of Attorneys’ Fees And Costs, and the LWDA Settlement Payment.**

17 a. On the Payment Date, the Settlement Administrator will pay from the Gross
18 Settlement Amount the Representative Plaintiffs’ Enhancement Awards as awarded by the Court.
19 The Settlement Administrator will confirm the address for the Representative Plaintiffs with their
20 respective counsel prior to sending the payments.

21 b. On the Payment Date, the Settlement Administrator will pay from the Gross
22 Settlement Amount to PAGA Counsel its Court-approved Attorneys’ Fees and Costs.

23 c. On the Payment Date, the Settlement Administrator will pay the LWDA
24 Payment from the Net Settlement Amount by issuing a check payable to “California Labor
25 Workforce and Development Agency.”

26 44. **Deadlines.**

27 If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday,
28 the deadline will be automatically extended to the next regular business day. Unless specified

otherwise, all references to “days” shall mean calendar days.

45. **Enforcement and Continuing Jurisdiction of the Court.**

Pursuant to the Parties agreement, this Settlement Agreement will need to be approved by the Court and will be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. Even after the entry of the Final Order and Judgment, this Court will have and retain continuing jurisdiction over the Actions and over all Parties and the Aggrieved Employees, to the fullest extent necessary or convenient to enforce and effectuate the terms and intent of this Settlement Agreement and all matters provided for in it, and to interpret it.

46. **Mutual Full Cooperation.**

The Parties will fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution of such documents and taking such other action as may be reasonably necessary or convenient to implement it.

47. **Non-Admission Of Liability.**

The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Actions. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

48. **Effective Date Of Defendant’s Obligations Under This Agreement.**

Defendant’s obligations under this Settlement Agreement will become final and effective

1 only upon the occurrence of the Effective Date. In the event that any of the conditions specified in
2 this Settlement Agreement are not satisfied, or in the event that this Settlement does not obtain
3 approval of the Court for any reason, all matters covered by this Agreement will be null and void.
4 In such event, neither this Agreement, nor any negotiations leading to this Settlement, will be used
5 or construed by or against any Party as a determination, admission, or concession of any issue of
6 law or fact in the litigation; and the Parties do not waive, and instead expressly reserve, their
7 respective rights regarding the prosecution and defense of the Actions, including all available
8 defenses and affirmative defenses, and to challenge any claim, as if this Settlement Agreement never
9 existed.

10 49. **Nullification.**

11 If: (1) the Court should for any reason fail to enter the Final Order and Judgment; or (2) the
12 Court's Final Order and Judgment is reversed or modified as to any material term as defined above,
13 or declared or rendered void as to any material term as defined above, then (a) the Settlement
14 Agreement shall become null and void; (b) the Parties will revert to their respective positions
15 immediately prior to reaching the settlement; and (c) Defendant will be responsible for any
16 Settlement Administration Costs.

17 50. **Invalidation.**

18 Invalidation of any material term of this Settlement Agreement will invalidate this
19 Agreement in its entirety unless the Parties subsequently agree in writing that the remaining
20 provisions will remain in full force and effect.

21 51. **Confidentiality/No Publicity.**

22 The Parties and their counsel agree that the terms of this Settlement Agreement (including,
23 but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this
24 Settlement Agreement, and the Settlement Agreement itself, shall not be discussed with or
25 publicized or promoted to the media (including, without limitation, legal periodicals and
26 publications such as "Jury Verdicts," disclosure of the Settlement Agreement on any web site of
27 Representative Plaintiffs' counsel or any other website, or on any blogs, articles, or on any social
28 media platforms or channels), or the public at large, without the advance written consent of

1 Defendant. The Parties intend this Paragraph 51 to prohibit Plaintiffs and their counsel from
2 discussing, answering questions about, promoting or publicizing the Settlement Agreement, its
3 terms, or the negotiations leading to the Settlement Agreement with anyone other than the Court or
4 those individuals necessary to effectuate the terms of the Agreement. Notwithstanding the
5 foregoing, Representative Plaintiffs and their counsel (1) may tell the public in general only that
6 certain claims “have been resolved by the Parties;” and (2) may disclose the terms of the Settlement
7 Agreement (a) in appropriate filings with the Court in this case; (b) where required by law (*e.g.*,
8 income tax returns); and (c) to accountants or other tax professionals for the purpose of preparing
9 tax returns. In addition, PAGA Counsel may respond to questions received from, and discuss any
10 aspect of this Agreement with Aggrieved Employees. Nothing shall prevent PAGA Counsel from
11 referring to the Actions in a declaration before the courts relating to the adequacy of counsel.

12 52. **Entire Agreement.**

13 This Settlement Agreement constitutes the entire integrated agreement between the Parties
14 relating to the Actions, and no oral representations, warranties, or inducements have been made to
15 any party concerning this Settlement Agreement other than the representations, warranties, and
16 covenants contained and memorialized in this Settlement Agreement.

17 53. **Authorization To Act.**

18 PAGA Counsel warrants and represents that they are authorized by the Representative
19 Plaintiffs, and counsel of record for Defendant warrants that they are authorized by Defendant, to
20 take all appropriate action required or permitted to be taken by such Parties pursuant to this
21 Settlement Agreement to effectuate its terms, and to execute any other documents required to
22 effectuate the terms of this Settlement Agreement, except for any documents, including but not
23 limited to this Settlement Agreement, that are required to be executed by the Parties.

24 54. **Modification Only In Writing.**

25 This Settlement Agreement may be amended or modified only by a written instrument signed
26 by all Parties or their successors in interest.

27 55. **Binding On Successors.**

28 This Settlement Agreement is binding upon and will inure to the benefit of the Parties to this

1 Agreement, as well as their respective attorneys, past, present, and future predecessors, successors,
2 shareholders, officers, directors, employees, agents, trustees, representatives, administrators,
3 fiduciaries, assigns, insurers, executors, partners, parent corporations, subsidiaries, and related or
4 affiliated entities.

5 56. **No Prior Assignments.**

6 The Aggrieved Employees are deemed by operation of the Final Order and Judgment to
7 represent, covenant, and warrant that they have not directly or indirectly assigned, transferred,
8 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any
9 liability, claim, demand, cause of action, or rights released and discharged by this Agreement.

10 57. **Governing Law.**

11 All terms of this Settlement Agreement will be governed by and interpreted according to the
12 laws of the State of California, without giving effect to conflicts of laws principles.

13 58. **Counterparts.**

14 This Settlement Agreement may be executed in one or more counterparts. All executed
15 counterparts and each of them will be deemed to be one and the same instrument. Counsel for the
16 Parties will exchange among themselves any signed counterparts.

17 59. **Headings For Convenience Only.**

18 The descriptive headings of any paragraphs or sections of this Settlement Agreement are
19 inserted for convenience of reference only and do not constitute a part of this Settlement Agreement.

20 60. **Construction Of This Agreement.**

21 The Parties agree that the terms and conditions of this Settlement Agreement are the result
22 of arms-length negotiations between the Parties and that this Settlement Agreement will not be
23 construed in favor of or against any Party by reason of the extent to which any Party, or her or its
24 counsel participated in the drafting of this Agreement. This Settlement Agreement constitutes the
25 entire agreement between the Parties. Except as expressly provided in this Agreement, this
26 Settlement Agreement has not been executed in reliance upon any other oral or written
27 representations or terms and no such extrinsic oral or written representations or terms will modify,
28 vary or contradict the terms of this Settlement Agreement. In entering this Settlement Agreement,

1 the Parties explicitly recognize California Civil Code section 1625 and California Code of Civil
2 Procedure section 1856(a), which provide that a written agreement is to be construed according to
3 its terms and may not be varied or contradicted by extrinsic evidence. The Representative Plaintiffs
4 and Defendant had available to them the advice and assistance of independent counsel. As such,
5 neither Representative Plaintiffs nor Defendant may claim that any ambiguity in this Settlement
6 Agreement should be construed against the other.

7 61. **Corporate Signatories.**

8 Any person executing this Settlement Agreement or any related document on behalf of a
9 corporate signatory warrants and promises for the benefit of all Parties that such person has been
10 duly authorized by such corporation to execute this Settlement Agreement or any related document.

11 62. **Representation By Counsel.**

12 All of the Parties hereto acknowledge that they have been represented by counsel throughout
13 all negotiations which preceded the execution of this Settlement Agreement and that this Agreement
14 has been executed with the consent and advice of counsel.

15 63. **Attorneys' Fees And Costs.**

16 Except as otherwise provided in this Agreement, the Parties will bear responsibility for their
17 own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of this Action
18 and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event
19 of a proven material breach of this Agreement, the breaching party will be required to pay the
20 prevailing Party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

21 **[SIGNATURE PAGE TO FOLLOW]**
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Dated: Nov 25, 2024

Dated:

Dated:

CALIFORNIA CLINIC MANAGEMENT, LLC

Dated: Nov 22, 2024

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 51:

Nicholas J. Ferraro

Lauren N. Vega

FERRARO VEGA EMPLOYMENT LAWYERS,
INC.

Attorneys for Plaintiff Kandace Battle, individually
and on behalf of all others similarly situated and the
State of California under the Private Attorneys
General Act

Dated:

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 51:

By:

Justin F. Marquez

Benjamin H. Haber

Maxim Gorbunov

WILSHIRE LAW FIRM

Attorneys for Plaintiff Rachel Christina Goodwin, on behalf of the State of California and other aggrieved persons

Dated:

APPROVED AS TO FORM:

By:

Maria Z. Stearns

Noell Rice

RUTAN & TUCKER, LLP

Attorneys for Defendant California Clinic
Management, LLC

1 **IT IS SO AGREED:**

2 Dated:

3 _____
Kandace Battle

4 Dated: 11/25/2024

DocuSigned by:
5 _____
Rachel Christina Goodwin

6 Dated:

CALIFORNIA CLINIC MANAGEMENT, LLC

7
8 _____
By:
Its:

9 Dated:

10 APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 51:

11 By: _____

12 Nicholas J. Ferraro
13 Lauren N. Vega
14 FERRARO VEGA EMPLOYMENT LAWYERS,
15 INC.
16 Attorneys for Plaintiff Kandace Battle, individually
and on behalf of all others similarly situated and the
State of California under the Private Attorneys
General Act

17 Dated: 11/25/2024

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 51:

18 By: _____

19 Justin F. Marquez
20 Benjamin H. Haber
21 Maxim Gorbunov
22 WILSHIRE LAW FIRM
Attorneys for Plaintiff Rachel Christina Goodwin, on
behalf of the State of California and other aggrieved
persons

23 Dated:

APPROVED AS TO FORM:

24 By: _____

25 Maria Z. Stearns
26 Noell Rice
27 RUTAN & TUCKER, LLP
Attorneys for Defendant California Clinic
Management, LLC

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Kandace Battle

Rachel Christina Goodwin

CALIFORNIA CLINIC MANAGEMENT, LLC

Dated:

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 51:

By: _____

Nicholas J. Ferraro
Lauren N. Vega
FERRARO VEGA EMPLOYMENT LAWYERS,
INC.
Attorneys for Plaintiff Kandace Battle, individually
and on behalf of all others similarly situated and the
State of California under the Private Attorneys
General Act

APPROVED AS TO FORM AND AGREEMENT TO BE
BOUND BY PARAGRAPH 51:

By: _____

Justin F. Marquez
Benjamin H. Haber
Maxim Gorbunov
WILSHIRE LAW FIRM
Attorneys for Plaintiff Rachel Christina Goodwin, on
behalf of the State of California and other aggrieved
persons

APPROVED AS TO FORM:

By: Wm. J. Davis

Maria Z. Stearns
Noell Rice
RUTAN & TUCKER, LLP
Attorneys for Defendant California Clinic
Management, LLC