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on behalf of herself and all others similarly situated

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CENTER; CPEHR, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO**

ERICA GOODEN, an individual, on behalf
of herself and others similarly situated,

Plaintiff,

vs.

RIVER BEND HOLDINGS, LLC d/b/a
RIVER BEND NURSING CENTER, a
California limited liability company;
CPEHR, INC., a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CV2024-0309

Assigned for All Purposes To:
Hon. Timothy L. Fall
Dept.: 11

**PAGA SETTLEMENT AGREEMENT
AND RELEASE**

Original Complaint filed: February 2, 2024
First Amended Complaint: April 8, 2024
Trial Date: None set

This PAGA Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is made by and between plaintiff Erica Gooden (“Plaintiff”) and Defendants River Bend Holdings, LLC dba River Bend Nursing Center; and CPE HR, Inc. (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS**

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Erica Gooden v. River Bend Holdings, LLC dba River Bend Nursing Center et al*, Case No. CV2024-0309, filed on February 2, 2024, and pending in Superior Court of the State of California, County of Yolo.

1.2. “Administrator” means Apex, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Costs” means the amount to be paid to the Administrator from the Gross Settlement Amount for administration of this Settlement, not to exceed \$5,490.00.

1.4. “Aggrieved Employees” means and includes all individuals who worked for Defendant River Bend Holdings, LLC dba River Bend Nursing Center as non-exempt employees in California at any time during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked during the PAGA Period.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Approval Order” means the Court’s Order Granting Approval of the Settlement.

1.8. “Court” means the Superior Court of California, County of Yolo.

1.9. “Defendants” mean River Bend Holdings, LLC dba River Bend Nursing Center; and CPE HR, Inc.

1.10. “Defense Counsel” means DeCastro Law Group, P.C.

1.11. "Effective Date" means the date on which the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.12. "Gross Settlement Amount" or "GSA" means the non-reversionary payment of \$140,000.00 (One Hundred Forty Thousand Dollars and No Cents), which is the total amount Defendants agree to pay under the Settlement. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, and the Administration Costs.

1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.14. "Judgment" means the judgment entered by the Court based upon the Approval of the PAGA Settlement.

1.15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: PAGA Counsel Fees and Costs, and Administration Costs. The NSA and the PAGA Penalties are similarly defined, as both are the remainder amount after deductions from the GSA to be paid to the LWDA and Aggrieved Employees as civil penalties under the PAGA.

1.18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.19. "PAGA Counsel" means D.Law, Inc.

1.20. "PAGA Counsel Fees" and "PAGA Counsel Costs" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred in connection with this Action. PAGA Counsel will request approval of an award of attorneys' fees in an amount not to exceed 1/3 (One-Third) of the Gross Settlement Amount (i.e. \$46,666.67), as well as actual reasonable litigation costs in an amount not to exceed Twenty

1 Thousand Dollars (\$20,000.00). Defendants will not oppose PAGA Counsel's request for
2 attorneys' fees and costs in the amount provided for in this paragraph. PAGA Counsel Fees and
3 Costs will be paid out of the Gross Settlement Amount. To the extent that the Court approves less
4 than the amount of attorneys' fees or costs requested, the difference between the requested and
5 awarded amounts will be added to the Net Settlement Amount for payment of the LWDA PAGA
6 Payment.

7 1.21. "PAGA Notice" means Plaintiff's February 2, 2024 letter to Defendants and the LWDA
8 providing notice pursuant to Labor Code section 2699.3, subd.(a).

9 1.22. "PAGA Penalties" means the total PAGA civil penalties payment to be paid from the
10 Gross Settlement Amount and is defined similarly as the NSA, with both calling for an allocation
11 of 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.

12 1.23. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
13 worked for Defendants for at least one day during the PAGA Period.

14 1.24. "PAGA Period" means the period from February 2, 2023 through July 10, 2024.

15 1.25. "Plaintiff" means Erica Gooden, the named plaintiff in the Action.

16 1.26. "Released Parties" means: Defendants and their parents, subsidiaries, and affiliates.

17 1.27. "Settlement Notice" means an explanatory letter similar to that attached hereto as
18 Exhibit A to be sent by the Administrator to Aggrieved Employees.

19 **2. RECITALS.**

20 2.1. On February 2, 2024, Plaintiff commenced this Action by filing a Class Action
21 Complaint against Defendants alleging (1) Failure to Pay Minimum Wages; (2) Failure to Pay
22 Wages and Overtime Under Labor Code § 510; (3) Meal-Period Liability Under Labor Code §
23 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Reimbursement of Necessary
24 Expenditures Under Labor Code § 2802; (6) Violation of Labor Code § 226(a); (7) Failure to
25 Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (8) Penalties Pursuant to
26 Labor Code § 203; and (9) Violation of Business and Professions Code § 17200 *et seq.*
27 Simultaneously, Plaintiff gave timely written notice to Defendants and the LWDA by sending the
28 PAGA Notice pursuant to Labor Code § 2699.3(a). Plaintiff filed a First Amended Complaint

1 (“FAC”) adding a cause of action for PAGA penalties under Labor Code §§ 2698 *et seq.* on April
2 8, 2024.

3 2.2. Shortly after initiating the Action, the Parties met and conferred regarding the allegations
4 in the Class Action Complaint and PAGA Notice, and the enforceability of an arbitration
5 agreement signed by Plaintiff. After much consideration, the Parties agreed to try and resolve the
6 matter through mediation. The Parties scheduled a mediation with Lisa Klerman.

7 2.3. On May 6, 2024, the Parties participated in an all-day mediation with Lisa Klerman.
8 After extensive settlement discussions, and with the help of the mediator, the Parties were able to
9 agree to general settlement terms to settle the Action during mediation. The Parties continued to
10 work cooperatively and were able to execute a Memorandum of Understanding setting forth the
11 general settlement terms on May 16, 2024.

12 2.4. The Parties have each independently analyzed and investigated the facts and law relevant
13 to this case through informal discovery, including, but not limited to, the employment policies,
14 procedures, and practices implicated by the FAC and/or the PAGA Notice; a sampling of
15 timekeeping records, payroll records, and wage statements relating to Plaintiff and other non-
16 exempt employees on whose behalf the FAC and/or the PAGA Notice are asserted; and
17 summaries of data pertaining to the number of employees allegedly affected by the policies,
18 procedures, and practices implicated by the FAC and/or the PAGA Notice.

19 2.5. After evaluating the strengths and weaknesses of their respective positions, after
20 considering the time, expense, and risk associated with litigating this case to judgment, and after
21 engaging in arm’s-length settlement negotiations through informed counsel with the assistance of
22 a mediator, the Parties agreed to fully, finally, and exclusively resolve the Released Claims as to
23 Plaintiff and the Aggrieved Employees, as set forth herein and subject to Court approval.

24 2.6. Defendants deny the allegations in the FAC and PAGA Notice, deny any failure to
25 comply with the laws identified in in the FAC and PAGA Notice, and deny any and all liability
26 for the causes of action alleged in the FAC and PAGA Notice.

27 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
28 any other pending matter or action asserting claims that will be extinguished or affected by the

1 Settlement. The parties also entered into a separate individual settlement agreement addressing
2 the general release Plaintiff is providing to Defendants and the related consideration.

3 **3. TERMS OF SETTLEMENT.**

4 3.1. GROSS SETTLEMENT AMOUNT. Defendants will pay a non-reversionary Gross
5 Settlement Amount (“GSA”) in the amount of \$140,000.00 (One Hundred Forty Thousand
6 Dollars) to fully settle, resolve, and extinguish all claims asserted in the Action, including without
7 limitation all claims asserted in the PAGA Notice referenced in Plaintiff’s FAC in the Action.
8 The Parties stipulate and agree that the GSA covers and satisfies all amounts necessary to settle
9 the Action including, without limitation, all PAGA Counsel Fees and Costs, and all
10 Administration Costs. The Administrator will disburse the entire GSA without asking or requiring
11 Aggrieved Employees to submit any claim as a condition of payment. None of the GSA will revert
12 to Defendants. The Parties also entered into a separate individual settlement agreement addressing
13 the general release Plaintiff is providing to Defendants and the related consideration.

14 3.2. FUNDING OF GROSS SETTLEMENT AMOUNT. Defendants shall fully fund the
15 Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days
16 after the Effective Date.

17 3.3. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT. The Administrator will
18 make the following payments from the Gross Settlement Amount, in the amounts specified by the
19 Court in the Approval Order:

20 3.3.1. To PAGA Counsel: A payment for PAGA Counsel Fees of not more than 1/3 (One-
21 Third) of the GSA, which is currently estimated to be \$46,666.67, and PAGA Counsel Costs of
22 not more than \$20,000.00. Defendants will not oppose requests for these payments provided that
23 they do not exceed these amounts. In the event the Court approves PAGA Counsel Fees and Costs
24 less than the amounts requested, the Administrator will allocate the remainder to the Net
25 Settlement Amount. The Administrator will pay PAGA Counsel Fees and Costs using one or
26 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on
27 PAGA Counsel Fees and Costs.
28

1 3.3.2. To the Administrator: A payment for Administration Costs not to exceed \$5,490
2 except for a showing of good cause and as approved by the Court. The Parties will not oppose the
3 request for Administration Costs provided that they do not exceed this amount. To the extent
4 Administration Costs are less or the Court approves payment less than \$5,490, the Administrator
5 will retain the remainder in the Net Settlement Amount.

6 3.3.3. PAGA Penalties Payment: After subtracting PAGA Counsel Fees and Costs, and
7 Administration Costs, the resulting NSA will be distributed to the LWDA and Aggrieved
8 Employees as the PAGA Penalties. The PAGA Penalties payments will be subject to Court
9 approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA
10 Penalties payments shall be allocated as follows:

11 3.3.3.1. The LWDA PAGA Payment: Seventy-five percent (75%) will be paid to
12 the LWDA, as required by California Labor Code section 2699(i);

13 3.3.3.2. Individual PAGA Payments: Twenty-five percent (25%) will be divided
14 on a *pro rata* basis among Aggrieved Employees calculated according to the number of PAGA
15 Pay Periods worked during the PAGA Period and distributed by the Settlement Administrator in
16 Individual PAGA Payments, as required by California Labor Code section 2699(i). To determine
17 each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will divide
18 the Aggrieved Employees' 25% share of the NSA by the total number of PAGA Pay Periods
19 worked by all Aggrieved Employees during the PAGA Period and multiply the result by the
20 number of PAGA Pay Periods worked by each individual Aggrieved Employee.

21 3.3.3.3. The Individual PAGA Payments will be reported on IRS Forms 1099
22 issued to the LWDA and each Aggrieved Employee. The Settlement Administrator will be
23 responsible for issuing to Aggrieved Employees any 1099 or other tax forms as may be required
24 by law for all amounts paid pursuant to this Settlement.

25 4. **SETTLEMENT ADMINISTRATION.**

26 4.1. SELECTION OF ADMINISTRATOR. The Parties have jointly selected Apex to serve
27 as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by
28 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange

1 for payment of Administration Costs. The Parties and their Counsel represent that they have no
2 interest or relationship, financial or otherwise, with the Administrator other than a professional
3 relationship arising out of prior experiences administering settlements.

4 4.2. AGGRIEVED EMPLOYEE PAY PERIODS. Based on a review of its records to date,
5 Defendants estimate there are 278 Aggrieved Employees who collectively worked a total of 3,517
6 PAGA Pay Periods during the PAGA Period.

7 4.3. AGGRIEVED EMPLOYEE DATA. Not later than fourteen (14) days after the Effective
8 Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of
9 a Microsoft Excel spreadsheet. This information will include the name, most last-known mailing
10 address, social security number, and number of PAGA pay periods worked for each Aggrieved
11 Employee during the PAGA Period. The list shall also include the sum total of all PAGA Pay
12 Periods worked by Aggrieved Employees during the PAGA Period. As social security numbers
13 are included in the list, the Settlement Administrator will maintain the list in confidence, and
14 access shall be limited to those with a need to use the list as part of the administration of the
15 Settlement.

16 4.3.1. Defendants' Continuing Duty Regarding Aggrieved Employee Data: Defendants
17 have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
18 Employee Data omitted employee identifying information and to provide corrected or updated
19 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
20 by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties
21 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
22 resolve any issues related to missing or omitted Aggrieved Employee Data.

23 4.4. CALCULATION OF INDIVIDUAL PAGA PAYMENTS: The Settlement
24 Administrator will calculate the amount to be received by each Aggrieved Employee. Within
25 seven (7) days of receiving the Aggrieved Employee Data, the Settlement Administrator will
26 circulate to counsel for both Parties an anonymized spreadsheet containing the estimated
27 Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said
28

1 payments. The Settlement Administrator shall obtain approval from all counsel of the calculations
2 before mailing Individual PAGA Payments.

3 4.5. DISTRIBUTION OF PAYMENTS FROM THE GSA. Within 10 days after Defendants
4 fund the GSA, the Administrator will mail checks for all Individual PAGA Payments along with
5 an explanatory letter (“Settlement Notice”), LWDA PAGA Payment, Administration Costs, and
6 PAGA Counsel Fees and Costs. Disbursement of PAGA Counsel Fees and Costs shall not precede
7 disbursement of Individual PAGA Payments.

8 4.5.1. Individual PAGA Payments with Settlement Notice. The Administrator will issue
9 checks for the Individual PAGA Payments and send the Individual PAGA Payments with the
10 Settlement Notice to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
11 Individual PAGA Payments will remain negotiable for 180 days and Aggrieved Employees will
12 have 180 days from the date of mailing to cash their Individual PAGA Payments. The face of
13 each check shall prominently state the date when the check will be voided (“void date”). The
14 Administrator will cancel all checks not cashed by the void date. The Administrator will send
15 checks for Individual PAGA Payments to all Aggrieved Employees. Before mailing any checks,
16 the Settlement Administrator must update the recipients’ mailing addresses using the National
17 Change of Address Database. If an Individual PAGA Payment is returned to the Administrator
18 with a forwarding address provided by the United States Postal Service, the Administrator will
19 promptly resend the check to the Aggrieved Employee at the forwarding address, but this re-
20 mailing will not extend the 180-day period to cash the check.

21 4.5.2. Aggrieved Employee Address Search. The Administrator must conduct an
22 Aggrieved Employee Address Search for all Aggrieved Employee’s whose checks are returned
23 undelivered without USPS forwarding address. Within seven (7) days of receiving a returned
24 check the Administrator must re-mail checks to the USPS forwarding address provided or to an
25 address ascertained through the Aggrieved Employee Address Search. The Administrator need
26 not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are
27 returned as undelivered. The Administrator shall promptly send a replacement check to any
28

1 Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved
2 Employee prior to the void date.

3 4.5.3. Uncashed Checks. For any Aggrieved Employee whose Individual PAGA Payment
4 check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
5 represented by such checks to the California Controller's Unclaimed Property Fund in the name
6 of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of
7 California Code of Civil Procedure Section 384, subd. (b).

8 4.5.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer
9 any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k)
10 contributions or bonuses) beyond those specified in this Agreement.

11 4.6. FINAL ACCOUNTING REPORT BY SETTLEMENT ADMINISTRATOR. Within 10
12 days after the Administrator disburses all funds in the GSA, the Administrator will provide PAGA
13 Counsel and Defense Counsel with a final report detailing its disbursements by employee
14 identification number only of all payments made under this Agreement. At least 14 days before
15 any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and
16 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
17 all payments required under this Agreement. PAGA Counsel is responsible for filing the
18 Administrator's declaration in Court.

19 5. **RELEASE OF CLAIMS**. As of the Effective Date, all Aggrieved Employees, the State
20 of California, the LWDA, and Plaintiff, in consideration of the PAGA Payment, shall be bound
21 by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies
22 provided hereunder. Plaintiff and Aggrieved Employees (on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
24 and assigns), and the State of California, shall be deemed to have released the Released Parties
25 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
26 based on the facts stated in the FAC and the PAGA Notice that occurred during the PAGA Period
27 ("Released Claims"). The Released Claims include: (a) all claims for civil penalties under PAGA
28 that were actually alleged or that could have been alleged in the Action by Plaintiff, on behalf of

the State of California, herself and the Aggrieved Employees, based on the facts alleged in the First Amended Complaint, including but not limited to penalties pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, claims under the Minimum Wage Order or Claims under Wage Order 5 (for failure to pay the minimum wage, failure to pay overtime, failure to keep required records, failure to provide meal periods, and failure to authorize and permit rest periods), claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; (b) any other remedies under the PAGA, penalties, or interest based on the facts alleged in the FAC; and (c) all claims that Plaintiff and/or the Aggrieved Employees may have against the Released Parties relating to the payment, taxation, and allocation of attorney's fees and costs to PAGA Counsel pursuant to this Agreement. Aggrieved Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, Aggrieved Employees shall be deemed to have, and by operation of the Settlement approval order shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and binding upon Aggrieved Employees regarding the Released Claims.

6. **REQUEST FOR APPROVAL OF SETTLEMENT.** The Parties will cooperate in obtaining through an unopposed or joint motion, an order from the Court approving the terms of this Agreement at the earliest possible date following the execution of this Agreement. PAGA Counsel shall be responsible for filing an unopposed motion for approval of the Settlement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter an Order approving the settlement. As part of the request to approve the Settlement, Plaintiff shall submit a proposed

1 order granting approval of this Settlement. The Order granting approval of the settlement shall
2 provide for a dismissal, with prejudice, of the entire Action. The Court shall retain jurisdiction to
3 enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court
4 entering such an Order approving this Settlement as set forth herein.

5 6.1. DUTY TO COOPERATE. The Parties agree to work diligently and cooperatively to
6 have this matter presented to the Court for approval as efficiently as possible. Defendants agree
7 not to oppose Plaintiff's Motion for Approval provided that it comports with this Settlement
8 Agreement. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the
9 supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously
10 work together on behalf of the Parties by meeting and conferring, in good faith, to resolve the
11 disagreement. If the Court does not grant Approval or conditions Approval on any material
12 change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
13 on behalf of the Parties by meeting and conferring, in good faith, to modify the Agreement and
14 otherwise satisfy the Court's concerns.

15 6.2. CONFIDENTIALITY PRIOR TO APPROVAL. Plaintiff, PAGA Counsel, Defendants
16 and Defense Counsel separately agree that, until the motion for approval of the Settlement is filed,
17 they and each of them will not disclose, disseminate and/or publicize, or cause or permit another
18 person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
19 indirectly, specifically or generally, to any person, corporation, association, government agency,
20 or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be
21 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
22 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
23 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
24 agency. PAGA counsel may put publicly available information about the Settlement in any
25 description of their experience or the like in order to describe their experience to a court. Plaintiff
26 and PAGA Counsel shall not issue a press release, hold a press conference, publish information
27 about the settlement on any website, or otherwise publicize the settlement. This paragraph does
28

not restrict PAGA Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

7. **ESCALATOR CLAUSE.** Based on its records, Defendants represented that, as of May 6, 2024, (1) there were 278 Aggrieved Employees with a total of 3,517 PAGA Pay Periods. If the number of total PAGA Pay Periods during the PAGA Period increases by more than 15% percent from the total number of PAGA Pay Periods (i.e. an increase of 527 or more PAGA Pay Periods), then Defendants may (1) elect to end the PAGA Period on the date in which the number reaches 4,044, or (2) increase the GSA in proportion to the number of total PAGA Pay Periods in the PAGA Period in excess of 15%. For example, if the final number of total PAGA Pay Periods for the PAGA Period increases by 20% over 3,517 PAGA Pay Periods, the GSA will increase by 5%. If this provision is triggered, the Parties agree that the portion of the GSA allocated to PAGA Counsel Fees will increase proportionally such that the total amount of PAGA Counsel Fees remains one-third of the GSA after the upward adjustment required by this provision is implemented.

8. **CONTINUING JURISDICTION OF THE COURT.** Pursuant to Cal. Code of Civ. Proc. § 664.6, 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.

9. **AMENDED JUDGMENT.** If any amended judgment is required under Cal. Civ. Proc. § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

10. **ADDITIONAL PROVISIONS.**

10.1. **NO ADMISSION OF LIABILITY.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The

1 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
2 and will not be admissible in connection with, any litigation (except for proceedings to enforce
3 or effectuate the Settlement and this Agreement).

4 10.2. INTEGRATED AGREEMENT. Upon execution by all Parties and their counsel, this
5 Agreement together with its attached exhibits shall constitute the entire agreement between the
6 Parties relating to the Settlement, superseding any and all oral representations, warranties,
7 covenants, or inducements made to or by any Party. This Agreement does not supersede or replace
8 the separate individual settlement agreement addressing Plaintiff's general release.

9 10.3. ATTORNEY AUTHORIZATION. PAGA Counsel and Defense Counsel separately
10 warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take
11 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
12 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
13 terms of this Agreement including any amendments to this Agreement.

14 10.4. COOPERATION. The Parties and their counsel will cooperate with each other and use
15 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
16 the Settlement Agreement, submitting supplemental evidence and supplementing points and
17 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
18 or content of any document necessary to implement the Settlement, or on any modification of the
19 Agreement that may become necessary to implement the Settlement, the Parties will seek the
20 assistance of a mediator and/or the Court for resolution.

21 10.5. NO PRIOR ASSIGNMENTS. The Parties separately represent and warrant that they
22 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
23 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
24 action, or right released and discharged by the Party in this Settlement.

25 10.6. NO TAX ADVICE. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel
26 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
27 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
28 CFR Part 10, as amended) or otherwise.

1 10.7. MODIFICATION OF AGREEMENT. This Agreement, and all parts of it, may be
2 amended, modified, changed, or waived only by an express written instrument signed by all
3 Parties or their representatives, and approved by the Court.

4 10.8. AGREEMENT BINDING ON SUCCESSORS. This Agreement will be binding upon,
5 and inure to the benefit of, the successors of each of the Parties.

6 10.9. APPLICABLE LAW. All terms and conditions of this Agreement and its exhibits will
7 be governed by and interpreted according to the internal laws of the state of California, without
8 regard to conflict of law principles.

9 10.10. COOPERATION IN DRAFTING. The Parties have cooperated in the drafting and
10 preparation of this Agreement. This Agreement will not be construed against any Party on the
11 basis that the Party was the drafter or participated in the drafting.

12 10.11. CONFIDENTIALITY. To the extent permitted by law, all agreements made, and
13 orders entered during Action and in this Agreement relating to the confidentiality of information
14 shall survive the execution of this Agreement.

15 10.12. CALENDAR DAYS. Unless otherwise noted, all reference to “days” in this
16 Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement
17 falls on a weekend or federal legal holiday, such date or deadline shall be on the first business
18 day thereafter.

19 10.13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or
20 more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of
21 this Agreement shall be accepted as an original. All executed counterparts and each of them will
22 be deemed to be one and the same instrument if counsel for the Parties will exchange between
23 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
24 the existence and contents of this Agreement.

25 10.14. STAY OF LITIGATION. The Parties agree that upon the execution of this
26 Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The
27 Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330
28

to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED.

Dated: June 18, 2024

RIVER BEND HOLDINGS, LLC d/b/a RIVER BEND
NURSING CENTER

DocuSigned by:

RICHARD M. MARTIN

By: RICHARD M. MARTIN

Its: _____ and authorized representative

Dated: June _____, 2024

CPE HR, INC.

By: _____

Its: _____ and authorized representative

Dated: June 14, 2024

PLAINTIFF

DocuSigned by:

Erica Gooden

403302D2F61F4F2...

Erica Gooden

AGREED AS TO FORM

Dated: June _____, 2024

D.LAW, INC.

Roman Shkodnik

Dated: June _____, 2024

DE CASTRO LAW GROUP, P.C.

Jose-Manuel A. de Castro

1 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this
2 settlement process.

3 IT IS SO AGREED.

4
5 Dated: June ____, 2024

RIVER BEND HOLDINGS, LLC d/b/a RIVER BEND
NURSING CENTER

6
7 By: _____
8 Its: _____ and authorized representative

9 Dated: June 18, 2024

CPE HR, INC.

10
11 By: _____
12 Its: _____ and authorized representative

13
14 Dated: June 14, 2024

PLAINTIFF

15 DocuSigned by:
16 Erica Gooden
17 403302D2F61F4F2...
Erica Gooden

18 **AGREED AS TO FORM**

19 Dated: June 27, 2024

D.LAW, INC.

20
21 Roman Shkodnik
22 Roman Shkodnik

23
24 Dated: June ____, 2024

DE CASTRO LAW GROUP, P.C.

25 Jose-Manuel A.

26 de Castro

27 Jose-Manuel A. de Castro

28 Digitally signed by Jose-Manuel
A. de Castro
Date: 2024.06.27 07:12:53 -07'00'