

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, CRYSTAL V. ALVA,
as an aggrieved employee, and on behalf of
all other aggrieved employees

CDF LABOR LAW LLP

Joel Van Parys, Esq.

jvanparys@cdfsaborlaw.com

Ryan Larocca, Esq.

rlarocca@cdfsaborlaw.com

900 University Avenue, Suite 200

Sacramento, CA 95825

Telephone: (916) 361-0991

LEGALLY NANNY®

Robert E. King, Esq.

info@legallynanny.com

37 Trailwood

Irvine, CA 92620-1216

Telephone: (714) 336-8864

Facsimile: (714) 389-3971

Counsel for defendant CALIFORNIA CAREGIVERS HOME HEALTHCARE, LLC dba
CALIFORNIA CAREGIVERS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

CRYSTAL V. ALVA, as an aggrieved
employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff,

v.

CALIFORNIA CAREGIVERS HOME
HEALTHCARE, LLC., a California limited
liability company doing business as
CALIFORNIA CAREGIVERS; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV012865

[Assigned for all purposes to the Hon.
Lauri A. Damrell in Dept 22]

REPRESENTATIVE ACTION

**JOINT STIPULATION RE: PAGA
SETTLEMENT**

Action Filed: June 26, 2024

Trial Date: None Set

1 This Joint Stipulation re: PAGA Settlement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiff Crystal V. Alva (“Plaintiff”), individually, and on
3 behalf of the Aggrieved Employees, on one hand; and defendant California Caregivers Home
4 Healthcare, LLC doing business as California Caregivers (“Defendant”), on the other hand, in
5 the lawsuit entitled *Crystal V. Alva v. California Caregivers Home Healthcare, LLC*, filed in the
6 Sacramento County Superior Court, Case No. 24CV012865. Plaintiff and Defendant shall be, at
7 times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully,
8 finally and forever resolve the claims as set forth herein, based upon and subject to the terms and
9 conditions of this Agreement.

10 **1. DEFINITIONS**

11 1.1. **“Action”** means Plaintiff’s PAGA lawsuit, alleging wage and hour violations
12 against Defendants, *Crystal V. Alva v. California Caregivers Home Healthcare, LLC, et al.*,
13 Case No. 24CV012865, initiated on June 26, 2024, and pending in the Superior Court of the State
14 of California, County of Sacramento.

15 1.2. **“Administrator”** means Phoenix Class Action Administration Solutions
16 (“Phoenix”), the neutral entity Plaintiff has selected to administer the Settlement.

17 1.3. **“Administration Expenses Payment”** means the amount the Administrator will
18 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
19 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
20 with approval of this Settlement.

21 1.4. **“Aggrieved Employees”** means all persons currently or formerly employed by
22 Defendant, either directly or through any subsidiary, staffing agency, or professional employer
23 organization, as non-exempt, hourly-paid employees during the PAGA Period in the State of
24 California.

25 1.5. **“Aggrieved Employee Data”** means Aggrieved Employee identifying
26 information in Defendant’s possession including the Aggrieved Employee’s name, last-known
27 mailing address, Social Security number, and number of PAGA Pay Periods.

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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 proposed Court Order Granting Approval of PAGA Settlement

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

1.9. **“Defense Counsel”** means Joel Van Parys, Esq., and Ryan Larocca, Esq. of CDF Labor Law LLP and Robert E. King, Esq. of Legally Nanny®.

1.10. **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.11. **“Gross Settlement Amount”** means \$285,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administrator’s Expenses Payment.

1.12. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. **“Judgment”** means the judgment entered by the Court based upon the Approval Order.

1.14. **“LWDA”** means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.15. **“LWDA PAGA Payment”** means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

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1.16. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA and Aggrieved Employees as PAGA Penalties.

1.17. **“PAGA Counsel”** means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C., the attorneys representing the Plaintiff in the Action.

1.18. **“PAGA Counsel Fees Payment”** and **“PAGA Counsel Litigation Expenses Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.19. **“PAGA Pay Period”** means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. **“PAGA Period”** means the period from June 20, 2023, through December 27, 2025.

1.21. **“PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. **“PAGA Notice”** means the June 20, 2024, letter that Plaintiff sent to Defendant and the LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

1.23. **“PAGA Penalties”** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (no less than \$54,617.50) and the 65% to LWDA (no less than \$101,432.50) in settlement of PAGA claims.

1.24. **“Plaintiff”** means Crystal V. Alva, the named plaintiff in the Action.

1.25. **“Approval Order”** means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. **“Released PAGA Claims”** means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. **“Released Parties”** means: Defendant and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.28. “**Settlement**” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS**

2.1. On June 20, 2024, Plaintiff filed with the California Labor and Workforce Development Agency (“LWDA”) and served on Defendant a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating that she intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees for various Labor Code violations.

2.2. On June 26, 2024, Plaintiff filed a representative action under PAGA against Defendant in the Superior Court of California, County of Sacramento, Case No. 24CV012865, for the Labor Code violations set out in the PAGA Notice (“PAGA Action”)

2.3. On August 26, 2024, Plaintiff filed an amended PAGA Notice with the LWDA.

2.4. On December 13, 2024, the Sacramento County Superior Court denied Defendant’s motion for an order compelling Plaintiff to submit her individual claims against Defendant to binding, individual arbitration and stay Plaintiff’s non-claims pending the outcome of arbitration.

2.5. On October 13, 2025, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq., but did not reach a settlement at that time.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll records for Aggrieved Employees through the date of mediation; (2) data points, including the number of Aggrieved Employees, the average hourly rate of pay, and the number of Pay Periods; (3) relevant policy documents of Defendant; and (4) Plaintiff’s personnel records.

2.7. On December 8, 2025, Plaintiff filed a First Amended Complaint adding Plaintiff’s class action claims to the Action.

2.8. On January 2, 2026, through continuing negotiations with the aid of the mediator, the Parties reached an agreement, in principle, to settle Plaintiff’s PAGA claims.

2.9. As part and parcel of this Agreement, Plaintiff agreed to dismiss Plaintiff’s class action claims without prejudice and file a Second Amended Complaint with only Plaintiff’s PAGA representative action claims. The Second Amended Complaint shall be the Operative

Complaint for the purposes of settlement. Should the Court decline to approve this Settlement for any reason, Plaintiff shall be permitted to re-file her class action claims separately and without prejudice, and the filing shall relate back to the original filing date of the First Amended Complaint.

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

3. MONETARY TERMS

3.1. **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$285,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. **To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, subject to escalation pursuant to section 8.1 of this Agreement and approval by the Court, which is currently estimated to be \$95,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the

1 Net Settlement Amount. Released Parties shall have no liability to PAGA
2 Counsel or any other Plaintiff's Counsel arising from any claim to any
3 portion any PAGA Counsel Fees Payment and/or PAGA Counsel
4 Litigation Expenses Payment. The Administrator will pay the PAGA
5 Counsel Fees Payment and PAGA Counsel Expenses Payment using one
6 or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and
7 liability for taxes owed on the PAGA Counsel Fees Payment and the
8 PAGA Counsel Litigation Expenses Payment and holds Defendant
9 harmless, and indemnifies Defendant, from any dispute or controversy
10 regarding any division or sharing of any of these Payments.

11 3.2.2. **To the Administrator:** An Administrator Expenses Payment not to
12 exceed \$3,950.00 except for a showing of good cause and as approved by
13 the Court. To the extent the Administration Expenses are less, or the Court
14 approves payment less than \$3,950.00, the Administrator will retain the
15 remainder in the Net Settlement Amount.

16 3.2.3. **To the LWDA and Aggrieved Employees:** PAGA Penalties in the
17 amount of no less than \$156,050.00, to be paid from the Gross Settlement
18 Amount, with 65% (no less than \$101,432.50) allocated to the LWDA
19 PAGA Payment and 35% (no less than \$54,617.50) allocated to the
20 Individual PAGA Payments.

21 3.2.4.1. The Administrator will calculate each Individual PAGA Payment
22 by (a) dividing the amount of the Aggrieved Employees' 35%
23 share of PAGA Penalties (no less than \$54,617.50) by the total
24 number of PAGA Period Pay Periods worked by all Aggrieved
25 Employees during the PAGA Period and (b) multiplying the
26 result by each Aggrieved Employee's PAGA Period Pay Periods.
27 Aggrieved Employees assume full responsibility and liability for
28 any taxes owed on their Individual PAGA Payment.

1 3.2.4.2. If the Court approves PAGA Penalties of less than the amount
2 requested, the Administrator will allocate the remainder to the Net
3 Settlement Amount. The Administrator will report the Individual
4 PAGA Payments on IRS 1099 Forms.

5 **4. SETTLEMENT FUNDING PAYMENTS**

6 4.1. **Aggrieved Employee Pay Periods.** Based on a review of Defendant's records as
7 of mediation, the Parties understand there are 78 Aggrieved Employees who worked a total of
8 20,000 PAGA Pay Periods in the proposed PAGA group.

9 4.2. **Aggrieved Employee Data.** Within 14 days of the Effective Date, Defendant will
10 simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a
11 Microsoft Excel spreadsheet and a declaration from Defendant or Defendant's data analyst to
12 Plaintiff's counsel attesting to the method by which Defendant calculated the number of pay
13 periods for each Aggrieved Employee and all Aggrieved Employees in the aggregate. To protect
14 Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee
15 Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and
16 for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator
17 employees who need access to the Aggrieved Employee Data to effect and perform under this
18 Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it
19 discovers that the Aggrieved Employee Data omitted employee identifying information and to
20 provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
21 any extension of the deadline by which Defendant must send the Aggrieved Employee Data to
22 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
23 to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
24 Data.

25 4.3. **Funding of Gross Settlement Amount.** Defendant shall fully funds the Gross
26 Settlement Amount by transmitting the funds to the Administrator no later than thirty (30)
27 calendar days after the Effective Date.

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1 **4.4. Payments from the Gross Settlement Amount.** Within fourteen (14) days after
2 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
3 Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment,
4 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursement
5 of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall
6 not precede disbursement of Individual PAGA Payments.

7 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
8 and send them to the Aggrieved Employees via First Class U.S. Mail,
9 postage prepaid. The face of each check shall prominently state the date
10 (not less than 180 days after the date of mailing) when the check will be
11 voided. The Administrator will cancel all checks not cashed by the void
12 date. Before mailing any checks, the Settlement Administrator must update
13 the recipients' mailing addresses using the National Change of Address
14 Database.

15 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
16 for all Aggrieved Employees whose checks are returned undelivered
17 without USPS forwarding address. Within 3 days of receiving a returned
18 check the Administrator must re-mail checks to the USPS forwarding
19 address provided or to an address ascertained through the Aggrieved
20 Employee Address Search. The Administrator need not take further steps
21 to deliver checks to Aggrieved Employees whose re-mailed checks are
22 returned as undelivered. The Administrator shall promptly send a
23 replacement check to any Aggrieved Employee whose original check was
24 lost or misplaced, requested by the Aggrieved Employee prior to the void
25 date.

26 4.4.3. Aggrieved Employees will receive an Individual Settlement Payment.
27 Individual Settlement Payment checks shall remain valid and negotiable
28 for one hundred and eighty (180) calendar days after the date of their

issuance. Thereafter, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Sacramento County.

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

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiff's filing of a motion for approval of this Settlement.

6.1. **Plaintiff's Responsibilities.** Plaintiff will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency;

operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. **Responsibilities of PAGA Counsel.** PAGA Counsel are responsible for expeditiously finalizing and filing the motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. **Selection of Administrator.** Plaintiff has selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have

no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings (if any) and providing reports state and federal tax authorities.

7.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR **CLAUSE**

Based on Defendant records, the Parties understand that, as of mediation, there are 78 Aggrieved Employees who worked 20,000 Pay Periods during the PAGA Period.

8.1. **Escalator Clause.** Defendant represents that there are no more than 20,000 pay periods worked during the PAGA Period. In the event the number of pay periods during the PAGA Period increases by more than 10%, or 2,000 pay periods, then Defendant, at their sole option, may choose to either: (1) increase the Gross Settlement Amount proportionally by the pay periods in excess of 22,000 multiplied by the Pay Period Value; or (2) end the PAGA Period as of the date on which the number of pay periods reaches 22,000. The Pay Period Value shall be calculated by dividing the Gross Settlement Amount by 20,000. The Parties agree that the Pay Period Value amounts to \$14.25 per pay period (\$285,000.00 / 20,000 pay periods). Thus, for example, should there be 23,000 pay periods in the PAGA Period, and Defendant elects option (1) above, then the Gross Settlement Amount shall be increased by \$14,250.00 ([23,000 pay periods – 22,000 pay periods] x \$14.25/pay period.) Defendant must exercise its option to end the PAGA Period as of the date on which the number of pay periods reaches 22,000 at least 30 days prior to the first set hearing on Plaintiff's motion for approval of the settlement.

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1 **9. CONTINUING JURISDICTION OF THE COURT**

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

6 9.1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
7 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
8 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
9 rights to appeal from the Judgment, including all rights to post-judgment and appellate
10 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
11 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
12 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
13 perform under this Agreement will be suspended until such time as the appeal is finally resolved
14 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
15 Settlement Amount.

16 **10. ADDITIONAL PROVISIONS**

17 10.1. **No Admission of Liability or Representative Manageability for Other**
18 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
19 Nothing in this Agreement is intended or should be construed as an admission by Defendant that
20 any of the allegations in the Operative Complaint have merit or that Defendant has any liability
21 for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
22 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
23 for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,
24 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
25 right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
26 settle the Action will have no bearing on, and will not be admissible in connection with, any
27 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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1 10.2. **Integrated Agreement.** Upon execution by all Parties and their counsel, this
2 Agreement together with its attached exhibits shall constitute the entire agreement between the
3 Parties relating to the Settlement, superseding any and all oral representations, warranties,
4 covenants, or inducements made to or by any Party.

5 10.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately
6 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
7 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
8 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
9 terms of this Agreement including any amendments to this Agreement.

10 10.4. **Cooperation.** The Parties and their counsel will cooperate with each other and
11 use their best efforts, in good faith, to implement the Settlement by, among other things,
12 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
13 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
14 the form or content of any document necessary to implement the Settlement, or on any
15 modification of the Agreement that may become necessary to implement the Settlement, the
16 Parties will seek the assistance of a mediator and/or the Court for resolution.

17 10.5. **No Prior Assignments.** The Parties separately represent and warrant that they
18 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
19 or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of
20 action, or right released and discharged by the Party in this Settlement.

21 10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense
22 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
23 Settlement be relied upon as such within the meaning of United States Treasury Department
24 Circular 230 (31 CFR Part 10, as amended) or otherwise.

25 10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be
26 amended, modified, changed, or waived only by an express written instrument signed by all
27 Parties or their representatives, and approved by the Court.

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1 10.8. **Agreement Binding on Successors.** This Agreement will be binding upon, and
2 inure to the benefit of, the successors of each of the Parties.

3 10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will
4 be governed by and interpreted according to the internal laws of the state of California, without
5 regard to conflict of law principles.

6 10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and
7 preparation of this Agreement. This Agreement will not be construed against any Party on the
8 basis that the Party was the drafter or participated in the drafting.

9 10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders
10 entered during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.

12 10.12. **Use of Aggrieved Employee Data.** Information provided to PAGA Counsel
13 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to
14 PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or
15 in connection with the Settlement, may be used only with respect to this Settlement, and no other
16 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
17 or rule of court.

18 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement
19 is inserted for convenience of reference only and does not constitute a part of this Agreement.

20 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
21 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 10.15. **Notice.** All notices, demands or other communications between the Parties in
25 connection with this Agreement will be in writing and deemed to have been duly given as of the
26 third business day after mailing by United States mail, or the day sent by email or messenger,
27 addressed as follows:

28 ///

To Plaintiff:

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Brandon M. Chang (SBN 316197)

brandon@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

To Defendant:

CDF LABOR LAW LLP

Joel Van Parys, Esq.

jvanparys@cdflaborlaw.com

Ryan Larocca, Esq.

rlarocca@cdflaborlaw.com

900 University Avenue, Suite 200

Sacramento, CA 95825

Telephone: (916) 361-0991

LEGALLY NANNY®

Robert E. King, Esq.

info@legallynanny.com

37 Trailwood

Irvine, CA 92620-1216

Telephone: (714) 336-8864

Facsimile: (714) 389-3971

10.16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. **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. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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10.18. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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

IT IS SO AGREED:

Crystal Alva 7/17/2026
 Plaintiff Crystal V. Alva

Signed by:
Daniel Wong 8/5/2026
 Defendant California Caregivers Home
 Healthcare, LLC
 By: Daniel Wong
 Its: Managing Director

David Bibiyan 7/17/2026
 David D. Bibiyan
 Vedang J. Patel
 Counsel for Plaintiff Crystal V. Alva

Ryan Larocca 8/5/2026
 Joel Van Parys, Esq
 Ryan Larocca, Esq
 Robert E. King, Esq.
 Counsel for Defendant California Caregivers
 Home Healthcare, LLC