

AMENDED PAGA ACTION SETTLEMENT AGREEMENT

This PAGA Action Settlement Agreement (“Agreement” or “Settlement”) is made by and between ” Plaintiffs VICTORIA BACA, REUBEN LAIGO, MELANIE RODRIGUEZ, RENEE SANNICOLAS, and BERNARD YU (collectively, “Named Plaintiffs”) and Defendants CREEKVIEW HC LLC dba CREEKVIEW SKILLED NURSING; CORECARE V dba PARK VISTA AT MORNINGSIDE; GLENBROOK HC LLC dba GLENBROOK; OAKVIEW HC LLC dba OAKVIEW SKILLED NURSING; CORECARE III dba MORNINGSIDE OF FULLERTON; THE GLEN AT SCRIPPS RANCH CCRC LLC dba THE GLEN SCRIPPS RANCH; LA COSTA GLEN CARLSBAD CCRC LLC dba LA COSTA GLEN; REATA GLEN ORANGE COUNTY CCRC LLC dba REATA GLEN; STONERIDGE CREEK PLEASANTON CCRC LLC dba STONERIDGE CREEK; UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC dba UNIVERSITY VILLAGE THOUSAND OAKS; CONTINUING LIFE LLC (collectively, “Defendants”). The Agreement refers to Named Plaintiffs and Defendants collectively as “the Parties.”

I. DEFINITIONS

1. “Action” means the Named Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants captioned Baca, et al. v. Creekview HC LLC, et al. (Case No. RG20069335) initiated on July 27, 2020 and pending in the Superior Court of the State of California, County of Alameda.
2. “Administrator” means Phoenix Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid by Defendants to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Approval of the Settlement.
4. “Aggrieved Employee(s)” means all current and former individuals who worked for Defendants as hourly-paid non-exempt Registered Nurses (“RN”), Licensed Vocational Nurses (“LVN”), LVN Charge Nurses, RN Supervisors, Registered Nursing Assistants (“RNA”), Clinical Nurse Supervisors, Certified Nursing Assistants (“CNA”), Minimum Data Set Coordinators, and Caregivers/Personal Attendants at any time from July 27, 2019 to the date of Court Approval of this Settlement.
5. “Aggrieved Employee Data” means identifying information in Defendants’ possession including any Aggrieved Employee’s name, last known-address, social security number, email address, and number of PAGA Period Workweeks.
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.

7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
8. "Court" means the Superior Court of California, County of Alameda.
9. "Defendants" means CREEKVIEW HC LLC dba CREEKVIEW SKILLED NURSING; CORECARE V dba PARK VISTA AT MORNINGSIDE; GLENBROOK HC LLC dba GLENBROOK; OAKVIEW HC LLC dba OAKVIEW SKILLED NURSING; CORECARE III dba MORNINGSIDE OF FULLERTON; THE GLEN AT SCRIPPS RANCH CCRC LLC dba THE GLEN SCRIPPS RANCH; LA COSTA GLEN CARLSBAD CCRC LLC dba LA COSTA GLEN; REATA GLEN ORANGE COUNTY CCRC LLC dba REATA GLEN; STONERIDGE CREEK PLEASANTON CCRC LLC dba STONERIDGE CREEK; UNIVERSITY VILLAGE THOUSAND OAKS CCRC LLC dba UNIVERSITY VILLAGE THOUSAND OAKS; CONTINUING LIFE LLC.
10. "Defense Counsel" means Pettit Kohn Ingrassia Lutz & Dolin PC.
11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters 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.
12. "Gross Settlement Amount" means \$275,000 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA payments, the LWDA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, PAGA representative awards, and the Administrator's Expenses Payment.
13. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA period.
14. "Judgment" means the judgment entered by the Court based upon the Final Approval.
15. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).
16. "LWDA Payment" means the 75% of the PAGA penalties paid to the LWDA under Labor Code section 2699(i).
17. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA payments, the

LWDA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, PAGA representative awards, and the Administrator's Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

18. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.)
19. "PAGA Counsel" means Arns Davis Law Firm, the attorneys representing the Named Plaintiffs in the Action.
20. "PAGA Counsel Fees" and "PAGA Counsel Litigation Expenses" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute this action.
21. "PAGA Notice" means Named Plaintiffs' July 27, 2020 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$38,026) and 75% to the LWDA (\$114,080) in settlement of PAGA claims.
24. "PAGA Period" means from the period from July 27, 2019 to the date the Court enters Approval of the Settlement.
25. "PAGA Workweeks" means the number of calendar weeks during which the Aggrieved Employees performed work for Defendants during the PAGA Period, as calculated by Defendants.
26. "Named Plaintiffs" means VICTORIA BACA, REUBEN LAIGO, MELANIE RODRIGUEZ, RENEE SANNICOLAS, and BERNARD YU, the named plaintiffs in the Action.
27. "Released PAGA Claims" means all claims for penalties under PAGA released by Named Plaintiffs and Aggrieved Employees as described in Section V, paragraphs 39 and 41 below.
28. "Released Parties" means Defendants and each of their respective former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and alleged joint employers.
29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

II. RECITALS

30. On July 27, 2020, Named Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendants for alleged unpaid wages, overtime violations, inaccurate wage statements, and failure to provide meal and rest breaks. On September 28, 2020, Named Plaintiffs filed a First Amended Complaint to include a cause of action under the Private Attorneys General Act ("PAGA"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendants denied the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
31. On February 24, 2023, the Parties participated in an all-day mediation presided over by Honorable Lynn Duryee which led to this Agreement to settle the PAGA Action.
32. Prior to mediation, through investigation and informal discovery, Named Plaintiffs obtained from Defendants, through informal discovery, documents and records related to Defendants' wage and hour and timekeeping policies and practices and a sample of employee timesheets, payroll history, and pay records.

III. MONETARY TERMS

33. Gross Settlement Amount. Defendants promise to pay \$275,000 as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 43 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 Defendants.
34. 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:
 - a. To Named Plaintiffs: PAGA Representative Service Payment to Melanie Rodriguez shall not exceed \$3,000, PAGA Representative Service Payment to Bernard Yu shall not exceed \$3,000, PAGA Representative Service Payment to Victoria Baca shall not exceed \$3,000, PAGA Representative Service Payment to Reuben Laigo shall not exceed \$3,000, and PAGA Representative Service Payment to Renee Sannicolas shall not exceed \$3,000. Defendants will not oppose Named Plaintiffs' request for PAGA Representative Service Payments that do not exceed this amount.

As part of the motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment, Named Plaintiffs will seek Court approval for any PAGA Representative Service Payments. If the Court approves a PAGA Representative Service Payment less than the amount requested, or refuses to authorize any Service Payments, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay any approved PAGA Representative Service Payment using IRS Form 1099. Named Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

- b. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$91,657 and a PAGA Counsel Litigation Expenses Payment of not more than \$7,486. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves 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 Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- c. To the Administrator: An Administrator Expenses Payment not to exceed \$8,750 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$8,750, the Administrator will retain the remainder in the Net Settlement Amount.
- d. LWDA Payment. Pursuant to PAGA, Seventy-Five Percent (75%) of the Net Settlement Amount, or \$114,080, will be paid to the LWDA (the "LWDA Payment") and Twenty-Five Percent (25%), or \$38,026, will be paid to the Aggrieved Employees as Individual PAGA Payments. Each Aggrieved Employee's share of 25% of the PAGA Penalties will be calculated based on the number of his or her PAGA Workweeks during the PAGA Period. Defendants will calculate the number of PAGA Workweeks for each Aggrieved Employee and the aggregate total number of PAGA Workweeks for all Aggrieved Employees and provide these counts to the Settlement Administrator within fifteen (15) days of the Effective Date. The 25% of the PAGA Penalties will be divided by the

aggregate total number of PAGA Workweeks, resulting in the “PAGA Workweek Value.” To determine each Aggrieved Employee’s estimated share of 25% of the PAGA Penalties, the Settlement Administrator will multiply each individual Aggrieved Employee’s PAGA Workweeks by the PAGA Workweek Value. Each Aggrieved Employee will be issued an IRS Form 1099 in connection with these Individual PAGA Payments, which will be counted as penalties rather than wages for tax purposes, and Aggrieved Employees will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this paragraph and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments. The Parties agree that the formula described herein is reasonable and that the payments are designed to provide a fair payment to each Aggrieved Employee.

IV. SETTLEMENT FUNDING AND PAYMENTS.

35. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate that there are 956 Aggrieved Employees who worked 43,034 Pay Periods during the PAGA Period.
36. Aggrieved Employee Data. Within 15 days, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their Counsel will expeditiously use the best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
37. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
38. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- a. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- b. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- c. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work as the *cy pres* beneficiary thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- d. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

V. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount Named Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

39. Named Plaintiffs' Release. Each of the Named Plaintiffs, on their own behalf only, release and discharge Released Parties from all claims, transactions, or occurrences relating to their specific employment and dealings with the Released Parties that occurred during the PAGA Period, including the claims which have been ordered to arbitration in this matter.
40. Named Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Named Plaintiffs' Release, Named Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims

that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

41. Release of LWDA Claims. Named Plaintiffs, as proxy or agent of the LWDA, release Released Parties from LWDA claims limited to and co-extensive with the scope of the July 27, 2020 PAGA Notice.

VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree Named Plaintiffs and/or PAGA Counsel will prepare and file an unopposed motion or application for approval of this settlement.

42. Named Plaintiffs' Responsibilities. Named Plaintiffs will prepare and 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 firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
43. Responsibilities of PAGA Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the unopposed Motion for Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Approval; and for appearing in Court to advocate in favor of the Motion for Approval. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
44. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Approval 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 Approval or conditions 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.

VII. SETTLEMENT ADMINISTRATION

45. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administration (“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.
46. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
47. 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.
48. 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.

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

49. Waiver of Right to Appeal. The Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If a non-party, including any objector to the settlement, appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

IX. AGGRIEVED EMPLOYEE SIZE ESTIMATES. Based on its records, Defendants estimate that as of the date of this Settlement Agreement there are 956 Aggrieved Employees who worked 43,034 Pay Periods during the PAGA Period.

X. ADDITIONAL PROVISIONS.

50. No Admission of Liability or Representative Manageability for Other Purposes.

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 Named Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Named Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

52. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Named Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

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

55. No Tax Advice. Neither Named Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United

States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

56. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
57. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
58. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
59. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
60. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
61. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Named Plaintiffs shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
62. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
63. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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

To Plaintiffs: Arns Davis Law
Attn: Shounak S. Dharap
515 Folsom St, 3rd Floor
San Francisco CA 94105
ssd@arnslaw.com

To Defendant: Pettit Kohn Ingrassia Lutz & Dolin PC
Attn: Thomas S. Ingrassia & Shannon R. Finley
11622 El Camino Real, Suite 300
San Diego, CA 92130
tingrassia@pettitkohn.com
sfinley@pettitkohn.com

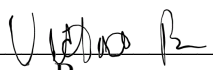
65. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

66. 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 § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

XI. SIGNATURES

Parties:

Date 3/8/2024


Victoria Baca
Plaintiff

Date _____

Reuben Laigo
Plaintiff

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

To Plaintiffs: Arns Davis Law
Attn: Shounak S. Dharap
515 Folsom St, 3rd Floor
San Francisco CA 94105
ssd@arnslaw.com

To Defendant: Pettit Kohn Ingrassia Lutz & Dolin PC
Attn: Thomas S. Ingrassia & Shannon R. Finley
11622 El Camino Real, Suite 300
San Diego, CA 92130
tingrassia@pettitkohn.com
sfinley@pettitkohn.com

65. 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.

66. 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 § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

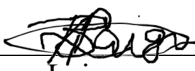
XI. SIGNATURES

Parties:

Date _____

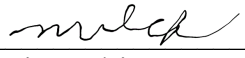
Victoria Baca
Plaintiff

Date 3/9/2024



Reuben Laigo
Plaintiff

Date 3/8/2024


Melanie Rodriguez
Plaintiff

Date _____

Renee Sannicolas
Plaintiff

Date _____

Bernard Yu
Plaintiff

Date _____

CREEKVIEW HC LLC dba
CREEKVIEW SKILLED NURSING
Defendant

Date _____

CORECARE V dba PARK VISTA
AT MORNINGSIDE
Defendant

Date _____

GLENBROOK HC LLC dba
GLENBROOK
Defendant

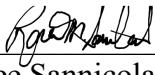
Date _____

OAKVIEW HC LLC dba
OAKVIEW SKILLED NURSING
Defendant

Date _____

Melanie Rodriguez
Plaintiff

Date 3/19/2024


Renee Sannicolas
Plaintiff

Date _____

Bernard Yu
Plaintiff

Date _____

CREEKVIEW HC LLC dba
CREEKVIEW SKILLED NURSING
Defendant

Date _____

CORECARE V dba PARK VISTA
AT MORNINGSIDE
Defendant

Date _____

GLENBROOK HC LLC dba
GLENBROOK
Defendant

Date _____

OAKVIEW HC LLC dba
OAKVIEW SKILLED NURSING
Defendant

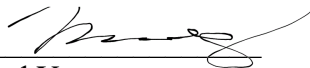
Date _____

Melanie Rodriguez
Plaintiff

Date _____

Renee Sannicolas
Plaintiff

Date 3/8/2024



Bernard Yu
Plaintiff

Date _____

CREEKVIEW HC LLC dba
CREEKVIEW SKILLED NURSING
Defendant

Date _____

CORECARE V dba PARK VISTA
AT MORNINGSIDE
Defendant

Date _____

GLENBROOK HC LLC dba
GLENBROOK
Defendant

Date _____

OAKVIEW HC LLC dba
OAKVIEW SKILLED NURSING
Defendant

Date _____

Melanie Rodriguez
Plaintiff

Date _____

Renee Sannicolas
Plaintiff

Date _____

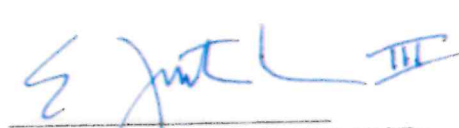
Bernard Yu
Plaintiff

Date 3-26-2024



CREEKVIEW HC LLC dba
CREEKVIEW SKILLED NURSING
Defendant

Date 3/26/2024



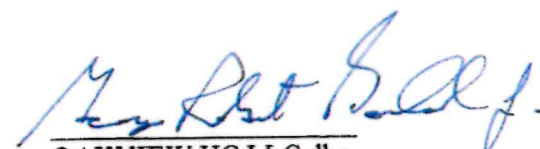
CORECARE V dba PARK VISTA
AT MORNINGSIDE
Defendant

Date 3-26-24



GLENBROOK HC LLC dba
GLENBROOK
Defendant

Date 4-2-24



OAKVIEW HC LLC dba
OAKVIEW SKILLED NURSING
Defendant

Date _____

CORECARE III dba

Defendant

Date _____

THE GLEN AT SCRIPPS RANCH

Defendant

Date _____

LA COSTA GLEN CARLSBAD

Defendant

Date _____

RENTA GLEN ORANGE

Defendant

Date _____

STONERIDGE CREEK

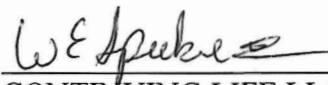
Defendant

Date _____

UNIVERSITY VILLAGE

Defendant

Date 3/26/24


CONTINUING LIFE LLC
Defendant

Approved as to form:

Date _____

Shounak S. Dharap
Counsel for Plaintiffs

Date April 2, 2024


Thomas S. Ingrassia
Counsel for Defendants

Date _____

CONTINUING LIFE LLC
Defendant

Approved as to form:

Date March 19, 2024



Shounak S. Dharap
Counsel for Plaintiffs

Date _____

Thomas S. Ingrassia
Counsel for Defendants