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and on behalf of all others similarly situated.

[Additional counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KAREN ZAVALA, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

THE LAKE POST ACUTE, LLC; RENEW
HEALTH GROUP, LLC; ASSEMBLY HEALTH
GROUP, LLC; TULARE LAKE POST ACUTE,
LLC; TULARE RIVER POST ACUTE, LLC;
TWIN OAKS POST ACUTE, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No.: 20STCV44125

*Assigned for All Purposes to:
Hon. Maren E. Nelson; Dept.: 17*

JOINT STIPULATION OF SETTLEMENT

1 LEWIS BRISBOIS BISGAARD & SMITH LLP
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6 Attorneys for Defendants

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1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Karen Zavala (“Named Plaintiff”) and the Class Members, on the one hand, and Defendants The Lake Post Acute, LLC, ReNew Health
7 Group, LLC, Assembly Health Group, LLC, Tulare Lake Post Acute, LLC, Tulare River Post Acute,
8 LLC, and Twin Oaks Post Acute, LLC (“Defendants”), on the other hand. Named Plaintiff and
9 Defendants collectively are referred to in this Agreement as “the Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay the settlement amount of One Million Two Hundred
13 Fifty Thousand Dollars (\$1,250,000.00) as provided in Section 3.06(a) below (“Gross Settlement
14 Amount”) pursuant to the terms and conditions of this Agreement and for the consideration set forth
15 herein, including but not limited to, a release of all claims by Named Plaintiff and the Class Members
16 as set forth herein.

17 **ARTICLE I**

18 **DEFINITIONS**

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. “Action” means the action described as follows: *Karen Zavala, individually and on*
22 *behalf of all others similarly situated v. The Lake Post Acute, LLC, et al.; and DOES 1 through 20,*
23 *inclusive,”* Case No. 20STCV44125, commenced on November 16, 2020, in the Superior Court of
24 the State of California for the County of Los Angeles.

25 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
26 Exhibit(s).

27 c. “Class” means all current and former non-exempt individuals who are or were
28 employed by Defendants, however titled, in California at any time during the Class Period at any of

the following locations: The Lake, 3710 W Tulare Ave., Visalia, California 93277; Tulare Lake, 604 E. Merritt Ave., Tulare, California 93274; Tule River, 1100 W. Morton Ave., Porterville, California 93257; and Twin Oaks, 897 N M St., Tulare, California 93274.

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

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Samuel A. Wong
Jessica L. Campbell
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e. “Class List” means a list based on Defendants’ business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means May 1, 2019 through December 31, 2020.

h. “Court” means the California Superior Court for the County of Los Angeles, where the Action is currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendants” means Defendants The Lake Post Acute, LLC, ReNew Health Group, LLC, Assembly Health Group, LLC, Tulare Lake Post Acute, LLC, Tulare River Post Acute, LLC, and Twin Oaks Post Acute, LLC.

k. “Defense Counsel” means counsel for Defendants:

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l. “Disposition” means the method by which the Court approves the terms of the Settlement and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Agreement.

n. “Gross Settlement Amount” means One Million Two Hundred Fifty Thousand Dollars and Zero Cents (\$1,250,000.00) to be paid by Defendants as provided by this Agreement to settle this Action. All payments to the Class, administration costs, attorney’s fees and costs, and Incentive Award, pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising from the payments made under this settlement shall be paid by Defendants separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendants.

o. “Incentive Award” means a monetary amount of up to Ten Thousand Dollars (\$10,000.00) for the Named Plaintiff, subject to Court approval, in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her general release of claims.

p. “Individual Settlement Payment(s)” means each Participating Class Member’s respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. “LWDA” means The State of California Labor and Workforce Development Agency.

1 r. “LWDA Payment” means 75% of the \$50,000 allocated to the settlement of PAGA
2 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of
3 this Agreement, as provided for below.

4 s. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
5 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
6 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
7 to enter a Final Order in this Action.

8 t. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,
9 including any evidence as may be required for the Court to grant preliminary approval of the
10 Settlement as required by Rule 3.769 of the California Rules of Court.

11 u. “Named Plaintiff” means Karen Zavala.

12 v. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
13 administration costs, Class Counsels’ attorney’s fees and costs, Incentive Award, and LWDA
14 Payment, pursuant to Section 3.07(a)-(f) below.

15 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
16 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
17 to Section 3.04(b) below.

18 x. “Notice Packet” means the Notice of Proposed Class Action Settlement in a form
19 substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

20 y. “PAGA” means the California Private Attorneys General Act of 2004, which is
21 codified in California Labor Code §§ 2698 *et seq.*

22 z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
23 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
24 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000), subject to Court
25 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
26 remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
27 Members.

1 aa. “PAGA Group Members” means all Class Members employed by Defendants at any
2 time between November 16, 2019 through December 31, 2020 (“PAGA Period”).

3 bb. “Participating Class Member(s)” is defined as a Class Member who does not timely
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
5 Settlement Amount automatically without the need to return a claim form. Each Participating Class
6 Member will be paid his/her Individual Settlement Payment.

7 cc. “Preliminary Approval Date” means the date the Court preliminarily approves the
8 Settlement embodied in this Agreement.

9 dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
10 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
11 Administrator for the benefit of Participating Class Members.

12 ee. “Qualifying Workweeks” means the number of weeks that Class Members worked
13 for Defendants as non-exempt employees during the Class Period.

14 ff. “Released Parties” means Defendants and their respective former, current and future
15 parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without
16 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present
17 or future officers, directors and employees) predecessors, successors, and assigns.

18 gg. “Response Deadline” means the deadline by which Class Members must postmark or
19 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
20 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
21 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
22 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
23 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
24 mailing.

25 hh. “Settlement Administration Costs” means all costs incurred by the Settlement
26 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
27 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
28 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation

1 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for her Incentive Award,
2 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
3 Amount.

4 ii. "Settlement Administrator" means Phoenix Class Action Administration which the
5 Parties have agreed will be responsible for the administration of the Individual Settlement Payments
6 to be made by Defendants from the Gross Settlement Amount and related matters under this
7 Agreement.

8 **ARTICLE II**

9 **CONTINGENT NATURE OF THE AGREEMENT**

10 **Section 2.01: Stipulation of Class Certification for Settlement Purposes**

11 Because the Parties have stipulated to the certification of the Class with respect to all causes
12 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and
13 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis.
14 This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality
15 does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement
16 to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification
17 of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to
18 certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date
19 of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the
20 Class as to Defendants will be vacated and Named Plaintiff, Defendants, and the Class will be
21 returned to their positions with respect to the Action as if the Agreement had not been entered into.
22 In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally
23 approving certification of any class contemplated by this Agreement shall be null, void, and vacated,
24 and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement
25 reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under
26 this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be
27 used or cited thereafter by any person or entity, including in any manner whatsoever, including
28 without limitation any contested proceeding relating to the certification of any class. If the Date of

1 Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect
2 whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendants expressly
3 reserve the right to challenge the propriety of class certification in the Action for any purpose, if the
4 Date of Finality does not occur.

5 The Parties and their respective counsel shall take all steps that may be requested by the Court
6 relating to the approval and implementation of this Agreement and shall otherwise use their
7 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
8 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
9 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
10 resolution, the Parties agree to seek the assistance of mediator Jeffrey A. Ross to resolve the dispute.

11 **ARTICLE III**

12 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

13 The procedure for obtaining Court approval of and implementing this Agreement shall be as
14 follows:

15 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

16 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the
17 Class to include all claims pled in the Action based on the preliminary approval of this Agreement.
18 The date that the Court grants preliminary approval of this Agreement will be the "Preliminary
19 Approval Date."

20 **Section 3.02: The Settlement Administrator**

21 The Parties have chosen Phoenix Class Action Administration to administer this Settlement
22 and to act as the Settlement Administrator, including but not limited to distributing and responding
23 to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the
24 Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement
25 Payment checks and distributing them to Participating Class Members, establishing and maintaining
26 the QSF, and issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award
27 check to Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The
28 Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

1 All costs of administering the Settlement, including but not limited to all costs and fees
2 associated with preparing, issuing and mailing any and all notices to Class Members and/or
3 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
4 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
5 returns and any other filings required by any governmental taxing authority or agency, all costs and
6 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
7 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
8 incurred and/or charged by the Settlement Administrator in connection with the execution of its
9 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
10 Administrator from the Gross Settlement Amount.

11 **Section 3.03: Notice to Class Members**

12 No later than five (5) business days after the Preliminary Approval Date, Defendants will
13 provide the Settlement Administrator with a “Class List” in electronic format based on its business
14 records, identifying the names of the Class Members, their last known home addresses, Social
15 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
16 and weeks worked during the Class Period.

17 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
18 Administrator will send Class Members, by first-class mail, at their last known address, the Court
19 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
20 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
21 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
22 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
23 Settlement Administrator will check all Class Member addresses against the National Change of
24 Address database and shall update any addresses before mailing. The Settlement Administrator will
25 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
26 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
27 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
28 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class

1 Members shall not be required to submit claim forms in order to receive a proportional share of the
2 Net Settlement Amount.

3 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
4 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
5 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
6 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
7 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
8 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
9 that reasonable means be used to locate Class Members and that the Settlement Administrator be
10 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
11 Individual Settlement Payments to all Participating Class Members.

12 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
13 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
14 status report provided to the Parties.

15 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
16 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
17 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
18 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
19 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
20 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
21 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
22 procedures set forth in Section 3.07(g) below.

23 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
24 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
25 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
26 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
27 exclusion and objections that the Settlement Administrator received.

1 **Section 3.04: Responses to Notice**

2 **a. Class Member Disputes**

3 If any Class Member disagrees with Defendants' records as to his or her Qualifying
4 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
5 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
6 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
7 supporting documentation. The Notice will also provide a method for the Class Member to challenge
8 the employment data on which his or her Individual Settlement Payment is based. The Settlement
9 Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith
10 to resolve it. If the Parties are unable to resolve the dispute, the Settlement Administrator will be the
11 final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on
12 the information provided to it.

13 **b. Requests for Exclusion from Class**

14 In order for any Class Member to validly exclude himself or herself from the Class and this
15 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
16 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
17 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
18 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
19 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
20 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
21 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be
22 conclusively determined according to the records of the Settlement Administrator. Any Class
23 Member who timely and validly requests exclusion from the Class and this Settlement will not be
24 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this
25 Agreement, and will not have any right to object, appeal, or comment thereon.

26 Any Class Member who fails to timely submit a request for exclusion shall automatically be
27 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
28 determined by the Court's Final Order Approving Settlement of Class Action, and by the other

1 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
2 and/or released in this Agreement will be extinguished.

3 **c. Objections to Settlement**

4 For any Class Member to object to this Agreement, or any term of it, the person making the
5 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
6 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
7 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
8 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
9 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
10 the date the signed objection was postmarked, shall be conclusively determined according to the
11 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
12 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
13 Members may also appear at the final approval hearing to object. The Court retains final authority
14 with respect to the consideration and admissibility of any Class Member objections.

15 **d. Encouragement of Class Members**

16 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
17 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
18 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
19 Class Members.

20 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

21 Defendants have estimated the number of Class Members as 917. If the number of Class
22 Members increases by more than 10% (which is more than 1,008 Class Members) as of the end of
23 the Class Period, there will be a pro rata adjustment of \$1,363.14 to the Gross Settlement Amount
24 per additional class member (for example, if there are 1063 class members, Defendant would owe an
25 additional \$197,655.40).

26 **Section 3.05: Final Fairness and Approval Hearing**

27 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
28 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement

1 and determine whether the Court should give it final approval, and (2) consider any objections made
2 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
3 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
4 Proposed Final Order Approving Settlement of Class Action.

5 **Section 3.06: Settlement Payment Procedures**

6 **a. Settlement Amount**

7 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the
8 Gross Settlement Amount in the amount of One Million Two Hundred Fifty Thousand Dollars
9 (\$1,250,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
10 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
11 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
12 Amount, and the Incentive Payments.

13 Within ten (10) calendar days after the Court signs the Final Order, Defendants shall transfer
14 one-third (1/3) of the Gross Settlement Amount plus Defendants' share of employer-side payroll
15 taxes, as set forth herein, into a QSF established by the Settlement Administrator either directly or
16 by sending the funds to the Settlement Administer to be deposited and distributed. The second
17 payment, of 1/3 of the Gross Settlement Amount will be funded no later than three months following
18 Final Approval, the third and final payment representing the remaining 1/3 of the Gross Settlement
19 Amount will be funded no later than six months following Final Approval. The Settlement
20 Administrator will use these funds to fund payment of the Individual Settlement Payments to
21 Participating Class Members, Class Counsel's attorneys' fees and costs, the Incentive Award, the
22 LWDA Payment, and the Settlement Administration Costs.

23 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
24 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
25 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
26 Incentive Award, and employer and employee tax withholdings applicable to the Net Settlement
27 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
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1 search based on the National Change of Address Database to update and correct for any known or
2 identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Four
6 Hundred Sixteen Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$416,666.66).
7 Class Counsel shall submit an application for an award of costs not to exceed Twenty Thousand
8 Dollars (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the Court at
9 the Final Fairness and Approval Hearing. Defendants shall not object to or oppose any such
10 application in these amounts. Class Counsel shall serve Defendants with copies of all documents
11 submitted in support of their application for an award of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
15 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
22 Twenty Thousand Dollars (\$20,000).

23 **d. Payment of Incentive Award to Named Plaintiff**

24 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to Ten
25 Thousand Dollars (\$10,000.00), the request for which Defendants will not object to or oppose. The
26 Incentive Award shall be paid out of the Gross Settlement Amount and shall not constitute payment
27 to any Participating Class Member(s) other than Named Plaintiff. To the extent that the Court
28

1 approves less than the amount of incentive award that Class Counsel request, the difference between
2 the requested and awarded amounts will be reallocated to the Net Settlement Amount.

3 Because it is the intent of the Parties that the Incentive Award represents payment to Named
4 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not
5 withhold any taxes from the Incentive Award. The Incentive Award will be reported on a Form 1099,
6 which the Settlement Administrator will provide to Named Plaintiff and to the pertinent taxing
7 authorities as required by law.

8 **e. Payment to the Labor and Workforce Development Agency**

9 In consideration of claims made under PAGA, Class Counsel will request that the Court
10 approve allocation of Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount to these
11 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
12 Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%) will be paid
13 to the Net Settlement Amount for distribution to PAGA Group Members. Defendants will not oppose
14 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
15 The Court’s adjustment, if any, of the amount allocated to Named Plaintiff’s PAGA claim in the
16 Action, will not invalidate this Agreement.

17 **f. Payment of Individual Settlement Payments to Participating Class Members**

18 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
19 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
20 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
21 each Class Member. To calculate the minimum amount each Class Member will receive based on
22 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
23 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
24 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
25 Member’s approximate Individual Settlement Payment amount will be included in his or her Notice
26 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to
27 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
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individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 25% allocated to wages; 65% allocated to expenses and penalties, and 10% allocated to interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments. Participating Class Members shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or a comparable databases based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

1 **g. Default on Payment.**

2 In the event Defendants make a late payment or do not pay any portion of the Gross
3 Settlement Amount, it shall be considered a default. In the event Defendants fail to make any payment
4 on the date it is due, under Section 3.06(a), the Settlement Administrator will provide notice to Class
5 Counsel and Defendants' counsel within three (3) business days of the missed payment. Thereafter,
6 Defendants will have seven (7) days to cure the default and tender payment to the Settlement
7 Administrator. In the event Defendants fail to cure the default within the times set forth herein,
8 Named Plaintiff may elect to enter judgment against Defendants, on an ex parte basis, for the balance
9 of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled to recover
10 interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys'
11 fees and costs.

12 **h. No Credit Toward Benefit Plans.**

13 The Individual Settlement Payments made to Participating Class Members under this
14 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
15 calculate any additional benefits under any benefit plans to which any Class Members may be
16 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
17 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
18 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
19 Members may be entitled under any benefit plans.

20 **ARTICLE IV**

21 **LIMITATIONS ON USE OF THIS SETTLEMENT**

22 **Section 4.01: No Admission**

23 Defendants dispute the allegations in the Action and disputes that, but for this Settlement, a
24 Class should not have been certified in the Action. This Agreement is entered into solely for the
25 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
26 construed as an admission of liability or wrongdoing by Defendants.

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in
24 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

25 Additionally, if more than three percent (3%) of the settlement Class Members timely and
26 properly submit a request for exclusion from this Settlement, Defendant shall have the sole and
27 absolute discretion, if they so elect, to rescind this Settlement. If Defendant rescinds this Settlement
28 pursuant to this paragraph, the Settlement and conditional class certification shall be considered void

1 and shall be of no force and effect. The Parties agree that no Party will encourage Class Members
2 to Opt Out of this Settlement Agreement. Determination of whether a Party or counsel encouraged
3 a Class Member to Opt Out shall be made by the Court. If the Settlement Agreement is terminated
4 as a result of Defendant's exercise of their conditional option stated herein, Defendant shall pay any
5 costs actually incurred by the Settlement Administrator prior to and as a result of the termination of
6 the Settlement Agreement.

7 Finally, in the event of a timely appeal from the Final Order, the Final Order shall be stayed
8 and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

9 **ARTICLE V**

10 **RELEASES**

11 **Section 5.01: Released Claims by Class Members**

12 Upon the date Defendants transfer the Gross Settlement Amount, Named Plaintiff and
13 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
14 any and all claims alleged in Named Plaintiff's Operative Complaint, during the Class Period,
15 including but not limited to all claims, rights, demands, damages, liabilities and causes of action,
16 whether known or unknown, contingent or vested, in law or in equity, arising at any time during the
17 Settlement Period for unpaid wages or other compensation, and/or related penalties, interest, costs,
18 attorneys' fees, punitive damages, and/or injunctive or other equitable remedies, allegedly owed or
19 available, arising out of, or reasonably related to the claims, allegations and operative facts asserted
20 in the operative complaint, including but not limited to Defendants': (1) Failure to Pay Minimum
21 Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit
22 Rest Breaks; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay All Wages
23 Due Upon Separation of Employment; (7) Violation of Business and Professions Code §§ 17200, et.
24 seq., and (8) any other theories required to cover all claims advanced in the PAGA claim. The
25 operative period for that Complaint will be from May 1, 2019 through the Present ("Released
26 Claims").
27
28

1 **Section 5.02: Released Claims by PAGA Group Members**

2 Upon the date of funding the GSA, the State of California and PAGA Group Members release
3 the Released Parties from all claims under PAGA that were exhausted in Plaintiff's notice(s) sent to
4 the LWDA and alleged in the operative complaint, which arose during the PAGA Period, regardless
5 of whether PAGA Group Members opt out of the Class Settlement.

6 **Section 5.03: Named Plaintiff's Release of Unknown Claims**

7 Upon the date of funding the GSA, Named Plaintiff, waives, releases, acquits, and forever
8 discharges the Released Parties from any and all claims, actions, charges, complaints, grievances,
9 and causes of action, of any nature arising from Named Plaintiff's employment with Defendants,
10 whether known or unknown, which exist or may exist as of the Parties' execution of this Agreement.

11 Section 1542 of the California Civil Code provides as follows:

12 *"A general release does not extend to claims which the creditor does not*
13 *know or suspect to exist in his or her favor at the time of executing the*
14 *release, which if known by him or her must have materially affected his*
15 *or her settlement with the debtor."*

16 Plaintiff's general release provided herein is made with an express waiver and relinquishment
17 of any claim, right, or benefit under California Civil Code § 1542. Notwithstanding the above, nor
18 anything else in this Agreement, the waiver and release in this Settlement does not apply to (i) those
19 rights that as a matter of law cannot be waived, including, but not limited to, workers' compensation
20 claims, pending or otherwise and/or benefits to be received by Named Plaintiff in workers'
21 compensation pursuant to the jurisdiction of workers' compensation; and (ii) rights or claims arising
22 out of this Agreement.

23 **ARTICLE VI**

24 **MISCELLANEOUS PROVISIONS**

25 **Section 6.01: Amendments or Modification**

26 The terms and provisions of this Agreement may be amended or modified only by an express
27 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel.
28

1 **Section 6.02: Assignment**

2 None of the rights, commitments, or obligations recognized under this Agreement may be
3 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
4 consent of each other Party and their respective counsel. The representations, warranties, covenants,
5 and agreements contained in this Agreement are for the sole benefit of the Parties under this
6 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

7 **Section 6.03: Governing Law**

8 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
9 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
10 of laws.

11 **Section 6.04: Entire Agreement**

12 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
13 contains the entire understanding of the Parties with respect to the subject matter contained herein.
14 In case of any conflict between text contained in Articles I through VI of this Agreement and text
15 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be
16 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
17 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
18 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
19 supersedes all prior agreements and understandings among the Parties with respect to the settlement
20 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
21 prior agreements or proposals.

22 **Section 6.05: Waiver of Compliance**

23 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
24 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
25 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
26 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
27 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
28 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

1 **Section 6.06: Counterparts and Fax/PDF Signatures**

2 This Agreement, and any amendments hereto, may be executed in any number of counterparts
3 and any Party and/or their respective counsel may execute any such counterpart, each of which when
4 executed and delivered shall be deemed to be an original. All counterparts taken together shall
5 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
6 signature.

7 **Section 6.07: Meet and Confer Regarding Disputes**

8 Should any dispute arise among the Parties or their respective counsel regarding the
9 implementation or interpretation of this Agreement, a representative of Class Counsel and a
10 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
11 to submitting such disputes to the Court.

12 **Section 6.08: Agreement Binding on Successors**

13 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
14 of each of the Parties.

15 **Section 6.09: Cooperation in Drafting**

16 The Parties have cooperated in the negotiation and preparation of this Agreement. This
17 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
18 was the drafter or participated in the drafting of this Agreement.

19 **Section 6.10: Fair and Reasonable Settlement**

20 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
21 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
22 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
23 further believe that the Settlement is and is consistent with public policy, and fully complies with
24 applicable law.

25 **Section 6.11: Headings**

26 The descriptive heading of any section or paragraph of this Agreement is inserted for
27 convenience of reference only and does not constitute a part of this Agreement and shall not be
28 considered in interpreting this Agreement.

1 **Section 6.12: Notice**

2 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
3 communications under this Agreement must be in writing and addressed as follows:

4 *To Named Plaintiff and the Class:*

5 Kashif Haque
6 Samuel A. Wong
7 Jessica L. Campbell
8 Carolyn M. Bell
9 AEGIS LAW FIRM, PC
10 9811 Irvine Center Drive, Suite 100
11 Irvine, California 92618
12 Telephone: (949) 379-6250
13 Facsimile: (949) 379-6251

14 And

15 *To Defendants:*

16 LEWIS BRISBOIS BISGAARD & SMITH LLP
17 Joseph Lordan
18 Sumy Kim
19 333 Bush Street, Suite 1100
20 San Francisco, CA 94104
21 T: 415.438.5923
22 F: 415.434.0882
23 Sumy.Kim@lewisbrisbois.com
24 Joseph.Lordan@lewisbrisbois.com

25 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

26 To the extent consistent with class action procedure, this Agreement shall be enforceable by
27 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
28 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
of the Parties institutes any legal action or other proceeding against any other Party or Parties to
enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover

1 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
2 fees incurred in connection with any enforcement actions.

3 **Section 6.14: Mutual Full Cooperation**

4 The Parties agree fully to cooperate with each other to accomplish the terms of this
5 Agreement, including but not limited to the execution of such documents, and the taking of such
6 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
7 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
8 terms. In the event the Parties are unable to reach agreement on the form or content of any document
9 needed to implement the Settlement, or on any supplemental provisions that may become necessary
10 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

11 **Section 6.15: Authorization to Act**

12 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
13 Defense Counsel warrants that they are authorized by Defendants, to take all appropriate action
14 required to effectuate the terms of this Agreement, except for signing documents, including but not
15 limited to this Agreement, that are required to be signed by the Parties themselves. Defendants
16 represent and warrant that the individual executing this Agreement on its behalf has the full right,
17 power, and authority to enter into this Agreement and to carry out the transactions contemplated
18 herein.

19 **Section 6.16: No Reliance on Representations**

20 The Parties have made such investigation of the facts and the law pertaining to the matters
21 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
22 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
23 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
24 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
25 to any other matters. No representations, warranties, or inducements, except as expressly set forth
26 herein, have been made to any party concerning this Agreement.

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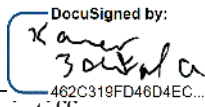
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EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 3/29/2022

KAREN ZAVALA

By:  462C319FD46D4EC...
Named Plaintiff

Dated: _____

THE LAKE POST ACUTE, LLC

By: _____
(Signature)

(Printed Name)

(Title)

Dated: _____

RENEW HEALTH GROUP, LLC

By: _____
(Signature)

(Printed Name)

(Title)

Dated: _____

ASSEMBLY HEALTH GROUP, LLC

By: _____
(Signature)

(Printed Name)

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Dated:

TULARE LAKE POST ACUTE, LLC

By:

(Title)

(Signature)

(Printed Name)

(Title)

Dated:

TULARE RIVER POST ACUTE, LLC

By:

(Signature)

(Printed Name)

(Title)

Dated:

TWIN OAKS POST ACUTE, LLC

By:

(Signature)

(Printed Name)

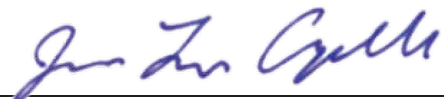
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APPROVED AS TO FORM ONLY:

Dated: 3/29/2022

AEGIS LAW FIRM, PC

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Kashif Haque
Jessica L. Campbell
Carolyn M. Bell

Attorneys for Named Plaintiff

Dated:

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

By:

Joseph R. Lordan
Sumy Kim

Attorneys for Defendants

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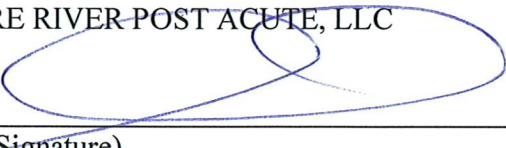
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Dated: 4/5/2022

(Title)
TULARE LAKE POST ACUTE, LLC
By: 
(Signature)
Claudia Alcaino
(Printed Name)
RISK MANAGER
(Title)

Dated: 4/5/2022

TULARE RIVER POST ACUTE, LLC
By: 
(Signature)
Claudia Alcaino
(Printed Name)
RISK MANAGER
(Title)

Dated: 4/5/2022

TWIN OAKS POST ACUTE, LLC
By: 
(Signature)
Claudia Alcaino
(Printed Name)
RISK MANAGER
(Title)

APPROVED AS TO FORM ONLY:

Dated: _____

AEGIS LAW FIRM, PC
By: _____
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Carolyn M. Bell

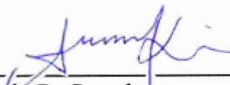
Attorneys for Named Plaintiff

Dated:

4/5/2022

**LEWIS BRISBOIS BISGAARD & SMITH
LLP**

By:


Joseph R. Lordan
Sumy Kim

Attorneys for Defendants