

Exhibit 1

CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Class Action and Private Attorneys General Act Settlement Agreement (“Agreement”) is made by and between plaintiff Nicole Chettero, on behalf of herself, the Class Members (as defined below), and the Labor Workforce and Development Agency (“LWDA”) on the one hand, and defendants Aurora Behavioral Healthcare-Santa Rosa, LLC, dba Aurora Santa Rosa Hospital; Signature Healthcare Services, LLC; Villa Oaks, LLC dba Villa Oaks – Santa Rosa, LLC; Villa Oaks – Anaheim, LLC; Villa Oaks – Av, LLC; Villa Oaks – Bakersfield, LLC; Green River Management, LLC; Vista Life Properties, LLC; Riverside Life Properties, LLC; Roseville Life Properties, LLC; San Jose Life Properties, LLC; Livermore Life Properties, LLC; and Kebok – Rancho Arroyo Grande, LLC, on the other.

1. DEFINITIONS

- 1.1 “Action” means the Plaintiff’s class and PAGA action against Defendants entitled *Nicole Chettero v. Aurora Behavioral Healthcare-Santa Rosa, LLC, et al.*, Case No. SCV268610, that was filed on June 14, 2021, and is pending in the Sonoma County Superior Court.
- 1.2 “Administrator” means the neutral entity the Parties have agreed to administer the Settlement as set forth in Para. 7.1.
- 1.3 “Administrator’s Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount as reimbursement for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Address Search” means the Administrator’s investigation and search for current Class Member and 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 Class Members and Aggrieved Employees.
- 1.5 “Aggrieved Employees” means all former and current registered nurses (“RNs”), licensed vocational nurses and psychiatric technicians (“LVNs” or “LPTs”), and mental health workers and technicians (“MHWs” or “MHTs”) who worked at least one shift in the Nursing Department at Aurora Santa Rosa Hospital (also known as Santa Rosa Behavioral Healthcare Hospital) from December 31, 2019, to whom the Administrator sent notice on January 19, 2024.
- 1.6 “Aggrieved Employee Data” means each Aggrieved Employee’s name, last-known mailing address, social security number, employee identification number, personal phone number, personal email address, and number of PAGA Pay Periods.
- 1.7 “Aggrieved Employees’ PAGA Share” means the twenty-five (25) percent of the PAGA Penalties to be distributed to the Aggrieved Employees.

- 1.8 “Aurora” means Defendant Aurora Behavioral Healthcare-Santa Rosa, LLC, dba Aurora Santa Rosa Hospital.
- 1.9 “Class” means the class the Court certified in this Action on December 7, 2023, consisting of all former and current registered nurses (“RNs”), licensed vocational nurses and psychiatric technicians (“LVNs” or “LPTs”), and mental health workers and technicians (“MHWs” or “MHTs”) who worked at least one shift in the Nursing Department at Aurora Santa Rosa Hospital (also known as Santa Rosa Behavioral Healthcare Hospital) from July 21, 2016, to whom the Administrator sent notice on January 19, 2024.
- 1.10 “Class and Aggrieved Employee Data” means the Class Data and the Aggrieved Employee Data.
- 1.11 “Class Counsel” means Xinying Valerian and Dan L. Gildor of Valerian Law, P.C. and Christian Schreiber and Rachel Bien of Olivier & Schreiber P.C. (formerly known as Olivier Schreiber LLP).
- 1.12 “Class Counsel Fees” and “Class Counsel Expenses” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, as set forth herein, as approved by the Court.
- 1.13 “Class Data” means each Class Member’s name, last-known mailing address, social security number, employee identification number, personal phone number, personal email address, and number of Workweek(s) worked by the Class Member during the Class Period.
- 1.14 “Class Member” means a member of the certified class in this Action who did not previously opt out of the Class. Based on the January 19, 2024, notice administration process, there were 857 class members, of whom 3 opted out of the class. Accordingly, the final number of Class Members is 854.
- 1.15 “Class Notice” means the Court-approved notice to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.16 “Class Period” means the period from July 21, 2016, through August 23, 2024.
- 1.17 “Class Representative” means the named Plaintiff in this Action, Nicole Chettero.
- 1.18 “Class Representative Service Award” means the payment to Plaintiff for initiating the Action and providing services in support of the Action and in exchange for Plaintiff providing the Released Parties with a general release of her individual claims as set forth below.
- 1.19 “Court” means the Superior Court of California in and for Sonoma County.
- 1.20 “Defendants” means Aurora Behavioral Healthcare-Santa Rosa, LLC, dba Aurora Santa Rosa Hospital; Signature Healthcare Services, LLC; Villa Oaks, LLC dba

Villa Oaks – Santa Rosa, LLC; Villa Oaks – Anaheim, LLC; Villa Oaks – Av, LLC; Villa Oaks – Bakersfield, LLC; Green River Management, LLC; Vista Life Properties, LLC; Riverside Life Properties, LLC; Roseville Life Properties, LLC; San Jose Life Properties, LLC; Livermore Life Properties, LLC; and Kebok – Rancho Arroyo Grande, LLC.

- 1.21 “Defense Counsel” means Anthony Ocegüera, Ashleigh Kasper, and Elaine McCormick of O’Hagan Meyer LLP.
- 1.22 “Effective Date” means the earliest of: (i) the date the Court’s order of Final Approval in the event that the Settlement and there were no timely objections filed, or that any timely objections have been withdrawn; (ii) the date on which the time for an objector to seek appellate review of the Court’s order of Final Approval passes, without a timely appeal having been filed, in the event that one or more timely objections has/have been filed and not withdrawn; and (iii) the date the applicable appellate court has rendered a final decision or opinion affirming the Court’s order of Final Approval without material modification, and the applicable date for seeking further appellate review has passed, or the date that any such appeal has been either dismissed or withdrawn by the appellant in the event that a timely appeal of the Court’s order of Final Approval has been filed.
- 1.23 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.24 “Final Approval Hearing” means the Court’s hearing on a motion for final approval of the Settlement.
- 1.25 “Gross Settlement Amount” means the settlement amount that Defendants agree to pay under Para. 3.1 of this Agreement. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Award, and the Administrator’s Expenses. The employer share of payroll taxes is not included and will be paid by Defendants separately.
- 1.26 “Guarantors” means Defendants Green River Management, LLC, Vista Life Properties, LLC, San Jose Life Properties, LLC, and Roseville Life Properties, LLC.
- 1.27 “Individual Class Payment” means the Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked by the Class Member during the Class Period.
- 1.28 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the total PAGA Penalties, calculated according to the number of PAGA Pay Periods worked by the Aggrieved Employee during the PAGA Period.
- 1.29 “Judgment” means the class action and PAGA judgment entered by the Court upon Final Approval.
- 1.30 “Landowner Defendants” means Defendants Villa Oaks, LLC dba Villa Oaks – Santa Rosa, LLC; Villa Oaks – Anaheim, LLC; Villa Oaks – Av, LLC; Villa Oaks –

Bakersfield, LLC; Green River Management, LLC; Vista Life Properties, LLC; Riverside Life Properties, LLC; Roseville Life Properties, LLC; San Jose Life Properties, LLC; Livermore Life Properties, LLC; and Kebok – Rancho Arroyo Grande, LLC.

- 1.31 “Long Form Class Notice” means the long form notice to the Class Members attached hereto as Exhibit B.
- 1.32 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i), to receive a share of the PAGA Penalties.
- 1.33 “LWDA PAGA Payment” means the seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.34 “Net Settlement Amount” means the remainder of the Gross Settlement Amount after deducting the following amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Award, Class Counsel Fees, Class Counsel Expenses, and the Administrator’s Expenses. The Net Settlement Amount shall be paid to Class Members as Individual Class Payments.
- 1.35 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked at the Aurora Santa Rosa Hospital for at least one day during the PAGA Period.
- 1.36 “PAGA Period” means the period from December 31, 2019, through August 23, 2024.
- 1.37 “PAGA” means the Private Attorneys General Act, Labor Code, section 2698, *et seq.*
- 1.38 “PAGA Notice” means Plaintiff’s December 31, 2020, letter to the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.39 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.40 “Plaintiff” means Nicole Chettero, the named plaintiff in the Action.
- 1.41 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.42 “Released Parties” means Defendants, their current and former owners, shareholders, members, directors, partners, joint venturers, predecessors, successors, parent corporations, subsidiaries, divisions, affiliates, landlords, licensees, lessors, assigns, transferees, investors, insurers, reinsurers, officers, employees, supervisors, managers, agents, representatives, heirs, executors, administrators, and attorneys.

- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.44 “Signature” means Defendants Signature Healthcare Services, LLC.
- 1.45 “Workweek” means any week during which a Class Member worked at the Aurora Santa Rosa Hospital for at least one day during the Class Period.

2. **RECITALS**

- 2.1 On December 31, 2020, Plaintiff filed a new PAGA Claim Notice with the LWDA, which was assigned Case No. LWDA-CM-817548-20. On January 7, 2021, Plaintiff filed an Amended PAGA Claim Notice in the same LWDA case.
- 2.2 On January 26, 2021, the Parties entered into a tolling agreement and agreed to toll the class action claims and PAGA claims that were eventually filed in this Action. The tolling period ran from January 15, 2021 to June 11, 2021.
- 2.3 Plaintiff commenced this Action on June 14, 2021, by filing a complaint against Defendants Aurora Behavioral Healthcare-Santa Rosa, LLC, dba Aurora Santa Rosa Hospital and Signature Healthcare Services, LLC, and Does 1 through 20, inclusive, alleging causes of action for failure to provide proper meal and rest periods, failure to timely pay all wages owed at termination, failure to provide accurate wage statements, and unfair business practices.
- 2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants Aurora Behavioral Healthcare-Santa Rosa, LLC, dba Aurora Santa Rosa Hospital and Signature Healthcare Services, LLC and the LWDA regarding said Defendants’ alleged violations on December 31, 2020.
- 2.5 Plaintiff thereafter substituted defendants Villa Oaks, LLC dba Villa Oaks – Santa Rosa, LLC; Villa Oaks – Anaheim, LLC; Villa Oaks – Av, LLC; Villa Oaks – Bakersfield, LLC; Green River Management, LLC; Vista Life Properties, LLC; Riverside Life Properties, LLC; Roseville Life Properties, LLC; San Jose Life Properties, LLC; Livermore Life Properties, LLC; and Kebok – Rancho Arroyo Grande, LLC for DOES 1-11 on March 29, 2023.
- 2.6 Defendants, and each of them, deny any and all claims, liability or wrongdoing alleged in the Action, and Plaintiff agrees that a good faith dispute exists between the Parties as to said claims, including any claims for alleged unpaid wages.
- 2.7 During this Action, Plaintiff propounded 65 document requests, 42 special interrogatories, 75 requests for admission, and 8 sets of form interrogatories, and took two depositions. Plaintiff further propounded 100 requests for admission for genuineness of documents to Defendant Aurora Behavioral Healthcare-Santa Rosa, LLC and 38 requests for admission for genuineness of documents to Defendant Signature Healthcare Services, LLC. Plaintiff also relied on the discovery obtained from Defendants, as well as the depositions conducted in, *Teresa Brooke v. Aurora Behavioral Healthcare – Santa Rosa*, et al., Case No. SCV261926 that preceded this

litigation on similar issues. This investigation is sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

- 2.8 On December 7, 2023, the Court certified a class consisting of “[a]ll former and current registered nurses (“RNs”), licensed vocational nurses and psychiatric technicians (“LVNs” or “LPTs”), and mental health workers and technicians (“MHWs” or “MHTs”) who worked at least one shift in the Nursing Department at Aurora Santa Rosa Hospital (also known as Santa Rosa Behavioral Healthcare Hospital) from July 21, 2016 through the date of class notice.” Notice was sent to 857 individuals on January 19, 2024. Three individuals opted out of the Class.
- 2.9 The Parties mediated the case on April 12, 2021, March 16, 2023, and January 25, 2024. David Lowe presided over these mediations. Though the Parties did not reach agreement at any of the mediations, the Parties continued to exchange settlement offers until reach an agreement in principle to settle the Action that led to this Agreement.
- 2.10 On August 23, 2024, the Parties executed a memorandum of understanding memorializing principal terms of a settlement, which this Agreement supersedes.
- 2.11 The Parties, Class Counsel, and Defense Counsel represent that they are aware of two other pending matters or actions asserting claims on a statewide and national basis that might be partially extinguished or affected by the Settlement, e.g., *Dorgan et al., v. Signature Healthcare Services, LLC, et al.* (C.D. Cal., Case No. 5:23-cv-02192-MEMF-SHK) and *Merchain et al., v. Signature Healthcare Services LLC* (Los Angeles Superior Court Case No. 24STCV06297)

3. **MONETARY TERMS**

- 3.1 **Gross Settlement Amount.** Defendants Aurora and Signature promise to pay six million, two hundred and fifty thousand dollars (\$6,250,000.00), as full and final settlement and compromise of the Action, in its entirety, including without limitation any and all claims within the Class Period arising from the allegations of the operative complaint on file in the Action, including but not limited to claims for meal and rest period violations, meal period premiums, rest period premiums, waiting time penalties, and accurate and complete wage statements, or arising under Labor Code §§ 201, 202, 203, 226, 226.7, 512, 516, or Sections 11 and 12 of the applicable IWC Wage Order, and in exchange for the releases of claims set forth below, and no more, as the Gross Settlement Amount. Defendants Aurora and Signature also promise to separately pay all employer payroll taxes owed on the Wage Portion of the Individual Class Payments.
- 3.2 As consideration for the dismissal with prejudice, releases, and other terms herein, Landowner Defendants agree to a waiver of fees and costs incurred in the defense of this Action.

- 3.3 The Gross Settlement Amount includes all Individual Class Payments to Class Members, all Individual PAGA Payments to Aggrieved Employees; all attorneys' fees, costs and expenses incurred by Plaintiff, the Class Members and the Aggrieved Employees in connection with the prosecution, defense, mediation and settlement (e.g., documenting the Settlement, securing court approval of the Settlement of the Action, administering the Settlement, and obtaining entry of the Judgment) of the Action, including without limitation the Class Counsel Fees and Class Counsel Expenses (as described below); all payments to the LWDA, including without limitation the LWDA PAGA Payment (as described below); the Administrator's Expenses; the Class Representative Service Award to the named Plaintiff (as described below); and the employee-share of all taxes and withholdings to be deducted from the Wage Portion of the Individual Class Payments to Class Members; all in the amounts approved by the Court.
- 3.4 Defendants have not agreed to pay, and shall not be liable to pay, any amount more than the Gross Settlement Amount; with the sole exception that Defendants Aurora and Signature shall separately pay the employer's portion of payroll taxes on the Wage Portion of the Individual Class Payments to Class Members.
- 3.5 Defendants Aurora and Signature have no obligation to pay the Gross Settlement Amount (or any payroll taxes on the Wage Portion of the Individual Class Payments to Class Members) prior to the deadlines stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.6 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 Plaintiff. A Class Representative Service Award to the Class Representative of not more than \$30,000 shall be paid to the Class Representative, which is in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Class Member and/or Aggrieved Employee. Defendants will not oppose Plaintiff's request for a Class Representative Service Award that does not exceed this amount.

Plaintiff will seek Court approval for any Class Representative Service Awards as part of the motion for final approval. If the Court approves a Class Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Award using IRS Form 1099. The Class Representative assumes full responsibility and liability for employee taxes owed on the Class Representative Service Award.

- (b) To Class Counsel. Class Counsel Fees of not more than 33⅓ percent of the Gross Settlement Amount, and Class Counsel Expenses of not more than two hundred thousand dollars (\$200,000.00). Defendants agree that expenses up to the aforementioned amount were necessary and reasonable.

Plaintiff and/or Class Counsel will file a motion for an award of attorneys' fees and expenses no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Counsel Fees and/or Class Counsel Expenses less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

The Administrator will pay the Class Counsel Fees and Class Counsel Expenses using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and the Class Counsel Expenses 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. Administrator's Expenses not to exceed \$17,000 except for a showing of good cause and as approved by the Court. To the extent the Administrator's Expenses are less or the Court approves payment less than the amount set forth herein, the Administrator will allocate the remainder to the Net Settlement Amount.
- (d) To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of one hundred thousand dollars (\$100,000.00) to be paid from the Gross Settlement Amount, with seventy-five (75%) percent (\$75,000.00) allocated to the LWDA PAGA Payment and twenty-five (25%) percent (\$25,000.00) allocated to the Individual PAGA Payments.

The Administrator will calculate each Individual PAGA Payment by (1) dividing the Aggrieved Employees' PAGA share by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (2) multiplying the result by the Aggrieved Employee's PAGA Period Pay Period(s).

The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

- (e) To Each Participating Class Member. After payment from the Gross Settlement Amount of the Class Representative Service Award, Class Counsel Fees, Class Counsel Expenses, Administrator's Expenses, Individual PAGA Payments and LWDA PAGA Payment, the remainder of

the Gross Settlement Amount (the “Net Settlement Amount”) shall be paid to the Class Members as Individual Class Payments.

The Administrator will calculate each Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period and (1) multiplying the result by the Class Member’s Workweek(s).

- (f) Tax Allocation of Individual Class Payments. Thirty-five (35%) percent of each Class Member’s Individual Class Payment will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. The remaining sixty-five (65%) percent of each Class Member’s Individual Class Payment will be allocated fifty-five (55%) percent to settlement of claims for interest and liquidated damages and ten (10%) percent to settlement of claims for statutory penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1 Class and Aggrieved Employee Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants Aurora and Signature will deliver the Class and Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect privacy rights, the Administrator must maintain the Class and Aggrieved Employee Data in confidence, use the Class and Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class and Aggrieved Employee Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants Aurora and Signature have a continuing duty to immediately notify Class Counsel if it discovers that the Class and Aggrieved Employee Data omitted any Class and Aggrieved Employee Data and to provide corrected or updated Class and Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants Aurora and Signature must send the Class and Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class and Aggrieved Employee Data. The Settlement Administrator will manage a process by which Class Members and Aggrieved Employees can submit information to challenge the Settlement Administrator’s information for purposes of determining the individual class member’s share of the Net Settlement Fund if necessary.
- 4.2 Funding of Gross Settlement Amount. Defendants Aurora and Signature shall fund (1) three million, two hundred and fifty thousand dollars (\$3,250,000.00) within 30 days after the Effective Date, and (2) three million dollars (\$3,000,000.00) within 6 months of the first payment due date or by no later than December 12, 2025,

whichever is earlier. The Administrator shall hold these funds in accordance with Para. 7.3 below.

4.3 Payments from the Gross Settlement Amount. The Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administrator's Expenses Payment, the Class Counsel Fees, the Class Counsel Expenses, and the Class Representative Service Award in accordance with the two-stage distribution plan set forth in Para. 4.3(a). Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- (a) Distribution plan: The Administrator will mail checks to payees after each of the two times that Defendants fund the Gross Settlement Amount as set for in Para. 4.2, in two stages as follows:
 - (i) The first distribution will be made within 14 days of Defendants' first installment payment. The first distribution will consist of payments to the Class, the Administrator, and Class Counsel. The first distribution will pay all Class Counsel Expenses, all Administrator's Expenses, and forty percent (40%) of Class Counsel Fees. The first distribution of the Net Settlement Amount is determined by \$3,250,000 minus those fees and expenses.
 - (ii) The second distribution will be made within 21 days of Defendants' second installment payment. The second distribution will consist of payments to Class, the Aggrieved Employees, to the LWDA, the Class Representative, and Class Counsel. The second distribution will pay sixty percent (60%) of Class Counsel Fees, the Aggrieved Employees' PAGA Share, the LWDA PAGA Payment, the Class Representative Service Award, and the remaining Net Settlement Amount that is available. Furthermore, the Individual Class Payments and Individual PAGA Payments in the second distribution will include amounts from voided checks from the first distribution.
- (b) The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via first class mail. 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. The Administrator will send checks for Individual Class Payments to all Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send a Class Member who is also an Aggrieved Employee a single check combining the Individual Class Payment and the

Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- (c) The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a forwarding address. The Administrator must re-mail checks to any forwarding address provided or to an address ascertained through the Address Search within three (3) days of receiving a returned check. The Administrator need not take further steps to deliver checks to Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, requested by the Class Member or Aggrieved Employee prior to the void date.
- (d) For any Class Member or Aggrieved Employee whose Individual Class Payment check and/or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit these residual funds to Legal Aid At Work as the *cy pres* recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the *cy pres* recipient.
- (e) The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as retirement or 401(k) plan contributions, compensation, bonuses or benefits under other employment benefit plans or programs) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**

5.1 Provided Defendants Aurora and Signature comply with timely payments in accordance with Para. 4.2, and in consideration for a waiver of fees and costs by Landowner Defendants in Para. 3.2 above, the following releases of claims shall be effective on the date when Defendants Aurora and Signature have completed full funding of the entire Gross Settlement Amount and full funding of all employer payroll taxes owed on the Wage Portion of the Individual Class Payments:

- (a) Plaintiff's Release. Plaintiff waives and generally releases the Released Parties, and each of them, from and against any and all claims, whether known or unknown, that Plaintiff has or may have against the Released Parties, or any of them, which arose on or prior to August 23, 2024.
- (b) Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release in Para. 5.1(a) above, Plaintiff expressly waives and relinquishes 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.”

- (c) Release of Claims for Civil Penalties. Plaintiff, aggrieved employees and the State of California, subject to Court Approval, will release the PAGA claims under Labor Code § 2698 et seq. in Plaintiff’s complaint or could have reasonably been brought based on the facts alleged in Plaintiff’s LWDA letter(s), arising from any alleged violations occurring to Aggrieved Employees during the PAGA Period.
- (d) Release by Class Members. Each Class Member waives and releases the Released Parties, and each of them, from and against any and all claims within the Class Period arising from the allegations of the operative complaint on file in the Action, including but not limited to claims for meal and rest period violations, meal period premiums, rest period premiums, waiting time penalties, and accurate and complete wage statements, or arising under Labor Code §§ 201, 202, 203, 226, 226.7, 512, 516, or Sections 11 and 12 of the applicable IWC Wage Order, and claims for attorney’s fees and costs associated with any of the above claims. Participating Class Members do not release any other claims, such as claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

6. MOTION FOR PRELIMINARY APPROVAL

- 6.1 Defendants’ Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed joint declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and *cy pres* recipient identified in paragraph 4.3(c). In their declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for preliminary approval no later than 14 days after the full execution of this Agreement; obtaining a prompt hearing date for the motion for preliminary approval; and for appearing in Court to advocate in favor of the motion for preliminary approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 Plaintiff’s Responsibilities. Plaintiff will prepare (i) a draft of the notice and memorandum in support of the motion for preliminary approval and a request for

approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed order granting preliminary approval and approval of PAGA settlement; (iii) 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 Class and 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 Class Members, Aggrieved Employees, and the proposed *cy pres* recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (iv) a draft declaration from Class Counsel attesting to all facts relevant to the motion for preliminary approval.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for preliminary approval and/or the supporting declarations and documents, Class 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, the proposed Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administrator’s 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 the purposes of calculating payroll tax withholdings and providing reports to 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 Notice to Class Members.
- (a) The Administrator shall notify Class Counsel no later than three (3) business days after receipt of the Class and Aggrieved Employee Data that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class and Aggrieved Employee Data, the

Administrator will send to all Class Members and Aggrieved Employees identified in the Class and Aggrieved Employee Data, via first-class mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall prominently display the number of Workweeks used to calculate the Class Member's Individual Class Payment. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

In addition to the mailed notice, the Administrator shall also provide notice substantially in the form of Exhibit A via electronic mail, and via text message, a notice in the following form:

If you worked at the Aurora Santa Rosa Hospital (also known as Santa Rosa Behavioral Healthcare Hospital) as a registered nurse, a licensed vocational nurse or psychiatric technician, or a mental health worker or technician between July 21, 2016, and January 19, 2024, you may be eligible for benefits from a class action settlement. Visit [website link] or call [toll-free number] for more information. Your notice id is [notice id].

- (c) Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct an Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections and Workweek challenges will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class and Aggrieved Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

- 7.5 Workweek Challenges. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed prior to the close of the objection period) to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.6 Objections to Settlement.
- (a) Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
 - (b) The Administrator shall provide Class Counsel with any objections that it has received no later than five (5) days after Class Members' time to submit objections has expired.
- 7.7 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement, motion for preliminary approval, the Preliminary Approval, the Long Form Class Notice, the motion for final approval, the motion for class counsel fees and expenses, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- 7.8 Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, objections received, workweek challenges received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report").
- 7.9 Administrator's Declaration. Not later than 10 days before the date by which Plaintiff is required to file the motion for final approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations

under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, and the number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.10 Final Report and Compliance Declaration by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL

- 8.1 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement, which shall include a request for approval of the Class settlement and of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed order granting Final Approval, and a proposed Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel not later than two (2) days prior to filing the motion. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the motion for final approval. Plaintiff shall file any objections that were submitted by Class Members along with the motion for final approval.
- 8.2 Response to Objections. Each Party retains the right to respond to any objection raised by a Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 8.3 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Award, Class Counsel Fees, Class Counsel Expenses and/or Administrator Expenses shall not constitute a material modification to the Agreement.
- 8.4 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.

- 8.5 Compliance Hearing. The motion for final approval will include dates for a compliance hearing to be held after the settlement has been fully administered. The Parties will file a status report with a courtesy copy delivered to Dept. 16 at least five (5) court days prior to the compliance hearing.
- 8.6 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Expenses set forth in this Settlement, the Parties, their respective counsel and all Class Members who did not object to the Settlement as provided in this Agreement, 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, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector 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 Gross Settlement Amount or the Net Settlement Amount.
- 8.7 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administrator's Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. ADDITIONAL PROVISIONS.

- 9.1 Guaranty and Default: Green River Management, LLC, Vista Life Properties, LLC, San Jose Life Properties, LLC, and Roseville Life Properties, LLC shall serve as Guarantors and provide a guarantee to insure the punctual payments of all indebtedness of Aurora and Signature under the terms of this Settlement. Defendants warrant and represent that Guarantors own land in California, that Guarantors are 100% owned by the same individual who is the sole member of Signature (who is the sole member of Aurora), and that Guarantors have agreed to guarantee the payments owed by Aurora and Signature. If Aurora and Signature fail to timely pay the amounts owed under this Agreement, Plaintiff shall have the option of demanding payment of the owed portion of the Gross Settlement Amount from any or all of the Guarantors. The Guarantors shall pay in full the owed portion of the Gross Settlement Amount no later than thirty (30) days after Plaintiff makes a written demand therefor, and Plaintiff shall not be required to proceed first against any other person or entity or against any collateral security, before resorting to serving a written demand to the Guarantors for payment. When making such written

demand to the Guarantors, Plaintiff shall also provide notice of default to Aurora and Signature and provide them with thirty (30) days to pay in full the entire owed amount. If after the thirty-day demand and notice period the entire owed amount is not paid by Defendants and/or Guarantors, Plaintiff shall have the option to file a Stipulation of Judgment with the Court (a written form of which will be executed as part of the Settlement) for the unpaid portion of the Gross Settlement Amount as of the date of default on timely payment and statutory interest (10% per annum) accruing from that date. Such stipulation of judgment will set forth the unpaid portion of the Gross Settlement Amount which remains due and owing and interest and shall state that Aurora, Signature, and Guarantors – are judgment-debtors each jointly and severally liable for the entire unpaid portion of the Gross Settlement Amount.

- 9.2 For purposes of Paragraph 9.1, a default shall occur: (a) if, prior to the full payment of the Gross Settlement Amount, Aurora or Signature files any petition in bankruptcy, voluntarily or involuntarily, or makes an assignment for the benefit of creditors; or (b) if, prior to the payment of the Gross Settlement Amount, any attachment or garnishment is taken against Aurora, Signature, or Guarantors, which impairs any of their ability to pay the Gross Settlement Amount on a timely basis.
- 9.3 Parties to Bear Their Own Attorney's Fees and Costs. With the sole exceptions of the Class Counsel Fees and Class Counsel Expenses to be paid from the Gross Settlement Amount, any fees awarded pursuant to Para.6, and any fees to which may be granted pursuant to statute for judgment enforcement proceedings, each Party to this Agreement shall bear all its or her own attorneys' fees, costs and expenses of any kind, if any, incurred in connection with the prosecution, defense, mediation or settlement of this Action.
- 9.4 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 any Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit provided, however, that Plaintiff agrees that a good faith dispute exists between the Parties as to the claims alleged in the Operative Complaint, including any claims for alleged unpaid wages. 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).
- 9.5 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member or Aggrieved Employee to object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 9.6 Confidentiality Prior to Preliminary Approval Motion. The Settlement and this Agreement shall remain confidential until a Preliminary Approval Motion is filed with the Court. The Parties agree that this provision shall not prevent the disclosure of such information prior to the filing of the Preliminary Approval Motion to (1) regulators, rating agencies, independent accountants, advisors, financial analysts, agents, existing or potential insurers or reinsurers, experts, courts, co-counsel, the Released Parties and any existing or potential investor of or any existing or potential lender to any of the Released Parties, the Settlement Administrator or any potential Settlement Administrator and/or as otherwise required to comply with any applicable law or regulation; and (2) any person or entity to whom Plaintiff and Defendants agree in writing disclosure must be made to effectuate the Settlement. Nothing in this Agreement or the Settlement will prevent Class Counsel from communicating with Plaintiff or Class Members regarding the Settlement or the status of the Action.
- 9.7 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.
- 9.8 Non-Disparagement. Plaintiff agrees that she will not disparage Aurora or Signature in any manner harmful to them or their business or business reputation. Nothing in this agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Nothing in this agreement prevents Plaintiff from discussing or disclosing information that is contained in public filings in this Action.
- 9.9 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 all oral representations, warranties, covenants or inducements made to or by any Party.
- 9.10 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 9.11 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 an agreed-upon mediator, including but not limited to David Lowe, Esq., and/or the Court for resolution.

- 9.12 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.
- 9.13 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.14 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.
- 9.15 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.16 Prevailing Party Attorney Fees. If any Party brings any claim or action for breach of, or to enforce the terms of, this Agreement, the prevailing Party in said action shall be entitled to recover its reasonable costs and attorneys' fees incurred in the prosecution or defense of said claim or action, in addition to any other relief to which said Party may be entitled.
- 9.17 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.
- 9.18 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.
- 9.19 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.
- 9.20 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.
- 9.21 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:

If to Plaintiff and/or class members, to their attorneys at the following address:

Xinying Valerian (xinying@valerianlaw.com)

Dan Gildor (dan@valerian.law)
Valerian Law, P.C.
2222 Harold Way
Berkeley, California 94704

Christian Schreiber (christian@os-legal.com)
OLIVIER & SCHREIBER P.C.
475 14th Street, Suite 250
Oakland, CA 94612

Rachel Bien (rachel@os-legal.com)
OLIVIER & SCHREIBER P.C.
595 East Colorado Blvd., Suite 418
Pasadena, CA 91101

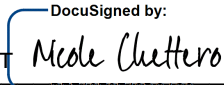
If to Defendants, to their attorney at the following address:

Anthony Oceguela (aoceguela@ohaganmeyer.com)
Elaine McCormick (emccormick@ohaganmeyer.com)
O'HAGAN MEYER LLP
1201 K Street, Suite 1960
Sacramento, CA 95814

Ashleigh Kasper (akasper@ohaganmeyer.com)
O'HAGAN MEYER LLP
550 S. Hope Street, Suite 2400
Los Angeles, CA 90071

- 9.22 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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.
- 9.23 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 pursuant to Code of Civil Procedure section 583.330 that the signing of this Agreement extends the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of the Court's settlement approval process.

Dated: 10/14/2024 | 12:37 PM PDT

DocuSigned by:

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Nicole Chettero

Plaintiff

Dated: October 16, 2024

Signed by:

Tristan Ivy

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Aurora Behavioral Healthcare-Santa Rosa, LLC, dba Aurora Santa Rosa Hospital
Defendant

By: Tristan Ivy, Chief Executive Officer

Dated: October 16, 2024

DocuSigned by:

Laura Sanders

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Signature Healthcare Services, LLC
Defendant

By: Laura Sanders, SVP & General Counsel

Dated: October 16, 2024

DocuSigned by:

Laura Sanders

90697033FF5C43F...

Villa Oaks, LLC dba Villa Oaks – Santa Rosa, LLC
Defendant

By: Laura Sanders, Authorized Representative

Dated: October 16, 2024

DocuSigned by:

Laura Sanders

90697033FF5C43F...

Villa Oaks – Anaheim, LLC
Defendant

By: Laura Sanders, Authorized Representative

Dated: October 16, 2024

DocuSigned by:

Laura Sanders

90697033FF5C43F...

Villa Oaks – Av, LLC
Defendant

By: Laura Sanders, Authorized Representative

Dated: October 16, 2024

DocuSigned by:

Laura Sanders

90697033FF5C43F...

Villa Oaks – Bakersfield, LLC
Defendant

By: Laura Sanders, Authorized Representative

Dated: October 16, 2024

DocuSigned by:

Laura Sanders

90697033FF5C43F...

Green River Management, LLC
Defendant

By: Laura Sanders, Authorized Representative

Dated: October 16, 2024

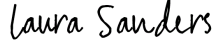
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Laura Sanders

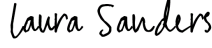
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Vista Life Properties, LLC
Defendant
By: Laura Sanders, Authorized Representative

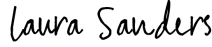
Dated: October 16, 2024

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Riverside Life Properties, LLC
Defendant
By: Laura Sanders, Authorized Representative

Dated: October 16, 2024

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Roseville Life Properties, LLC
Defendant
By: Laura Sanders, Authorized Representative

Dated: October 16, 2024

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San Jose Life Properties, LLC
Defendant
By: Laura Sanders, Authorized Representative

Dated: October 16, 2024

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90697033FF5C43F...
Livermore Life Properties, LLC
Defendant
By: Laura Sanders, Authorized Representative

Dated: October 16, 2024

DocuSigned by:

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Kebok – Rancho Arroyo Grande, LLC
Defendant
By: Laura Sanders, Authorized Representative

Approved as to form:

Dated: October 14, 2024. VALERIAN LAW, P.C.


Xinying Valerian
Counsel for Plaintiff Nicole Chettero and the Class

Dated: October ___, 2024. OLIVIER & SCHREIBER P.C.

Christian Schreiber
Counsel for Plaintiff Nicole Chettero and the Class

Approved as to form:

Dated: October 16, 2024

O'HAGAN MEYER LLP

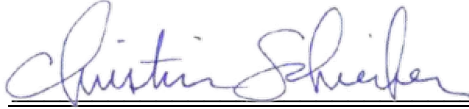
Signed by:

Anthony Ocegueda

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Anthony Ocegueda
Counsel for Defendants

Dated: October 14, 2024. OLIVIER & SCHREIBER P.C.



Christian Schreiber
Counsel for Plaintiff Nicole Chettero and the Class

Approved as to form:

Dated: October __, 2024. O'HAGAN MEYER LLP

Anthony Ocegura
Counsel for Defendants

Exhibit A



Superior Court of California in and for Sonoma County
Nicole Chettero v. Aurora Behavioral Healthcare-Santa Rosa, LLC, et al.,
Case No. SCV-268610

Notice of Class Action Settlement

Authorized by the Superior Court of California in and for Sonoma County

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Nicole Chettero v. Aurora Santa Rosa Hospital*, et al., brought on behalf of all current and former registered nurses ("RNs"), licensed vocational nurses and psychiatric technicians ("LVNs" or "LPTs"), and mental health workers and technicians ("MHWs" or "MHTs") who worked at least one shift in the Nursing Department at Aurora Santa Rosa Hospital (also known as Santa Rosa Behavioral Healthcare Hospital) from July 21, 2016, through January 19, 2024. You received this notice because you are a member of the group of people affected, called the "class," and are entitled to a share of the settlement. This notice tells you how to get more information and what your choices are.

What are my choices?

Do Nothing	Get a share of the settlement based on the number of work weeks you worked set forth below
Object	Tell the Court why you don't like the settlement.
Correct Information	Provide proof that the listed number of work weeks is incorrect and needs correction.
Opt for Electronic Payment	You can choose to receive your payments electronically. To do so, visit the website below and enter the following notice id: [notice id]

The number of workweeks you worked:

Records show that you worked XX work weeks from July 21, 2016, through August 23, 2024. To object or correct this information, you must do so by
MM/DD/YYYY

You can learn more at:

[settlement website].com
(You can also scan QR code below)

Key things to know:

- This is an important legal document.
- If you take no action, you will be bound by the settlement, and your rights will be affected.
- If you have questions or need assistance, please call **1-800-222-3333**.



Exhibit B



Superior Court of California in and for Sonoma County
Nicole Chettero v. Aurora Behavioral Healthcare-Santa Rosa, LLC, et al., Case No. SCV-268610

Notice of Class Action Settlement

Authorized by the Superior Court of California in and for Sonoma County

Did you work as a registered nurse, licensed vocational nurse, psychiatric technician, or mental health worker or technician in the Nursing Department at Aurora Santa Rosa Hospital (also known as Santa Rosa Behavioral Healthcare Hospital) for at least one shift from July 21, 2016, through August 23, 2024?

There is a settlement of a class action lawsuit that affects your rights.

No money is available yet.
Please be patient

You will automatically receive your share of the settlement determined by the number of weeks you worked at Aurora Santa Rosa Hospital.

You can object to the settlement or contest the number of workweeks used to calculate your share.

You can opt to receive your payments electronically.

You can learn more at [\[settlement website\]](#).

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About This Notice

1. Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Nicole Chettero v. Aurora Behavioral Healthcare-Santa Rosa, LLC, et al.*, that was brought on behalf of all current and former registered nurses (“RNs”), licensed vocational nurses and psychiatric technicians (“LVNs” or “LPTs”), and mental health workers and technicians (“MHWs” or “MHTs”) who worked at least one shift in the Nursing Department at Aurora Santa Rosa Hospital (also known as Santa Rosa Behavioral Healthcare Hospital) from July 21, 2016, through January 19, 2024.

You received this notice because you are a member of the group of people affected, called the “class.”

This notice gives you a summary of the terms of the proposed settlement, explains the rights you have as a class member, and helps you make an informed choice about what to do.

This notice is an important legal document that you should read in its entirety. If you have questions or need assistance, please go to [settlement website] or call 1-800-000-0000.

2. What do I do next?

Read this notice to understand the settlement and decide if you want to:

CONTEST THE NUMBER OF WORKWEEKS WORKED	Provide evidence that you worked more weeks than reflected in the notice that was mailed to you.
OBJECT	Tell the Court why you don't like the settlement
OPT TO RECEIVE ELECTRONIC PAYMENT	You can choose to receive your payments electronically.
DO NOTHING	Get your share of the settlement determined by the number of weeks you worked at Wood Tech.

Read on to understand the specifics of the settlement and what each choice would mean for you.

3. What are the most important dates?

Your deadline to contest the number of weeks worked	[45 days]
Your deadline to object to the settlement:	[45 days]
Settlement approval hearing	[hearing date]

Learning About the Lawsuit

4. What is this lawsuit about?

Nicole Chettero filed a class action lawsuit in 2021 alleging that Aurora Santa Rosa Hospital (“Defendant”) failed to provide her and other RNs, LVNs/LPTs, MHTs/MHWs who worked in the Nursing Department proper meal and rest periods. The lawsuit also alleges that Defendant failed to provide employees accurate wage statements and failed to pay employees all their wages due when they quit or were terminated. In December 2023, the Court certified the Class and the case was set for trial before settlement was reached. Defendants deny that they did anything wrong.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit by visiting: [\[website\]](#)

5. Why is there a settlement in this lawsuit?

A class action settlement is the resolution of a case for all the affected persons in the class. It can provide money and sometimes changes to the practices that caused harm in the first place.

The Court has not decided this case in favor of either side. The parties have agreed to settle the case, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

6. What happens next in this lawsuit?

The Court will hold a hearing to decide whether to approve the settlement. The hearing will be held at:

Where: Department 16, at the Empire College Annex, 3035 Cleveland Avenue, Suite 200, Santa Rosa, CA 95403

When: [hearing date/time]

The Court has approved this notice of settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement. Please be patient.

You don't have to attend the hearing, but you may attend at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [settlement website.com](http://settlementwebsite.com).

Learning About the Settlement

7. What does the settlement provide?

Defendants have agreed to pay \$6,250,000 in two installments six months apart as full and final settlement of the claims in this case. This money will be used to pay for costs and fees approved by the Court, including the Class Counsel's fees and expenses, the cost of administering this settlement (expected to be approximately \$17,000), civil penalties paid to the State of California in the amount of \$75,000, and \$30,000 to Nicole Chettero to compensate her for her time and effort in bringing this action and serving as a class representative. The remainder will be distributed to the 854 class members. The individual shares will be proportionately determined by the number of weeks each class member worked for Defendant.

If the Court approves the settlement, you will receive two checks, one from each installment payment by Defendants.

You will have 180 days in which to cash your checks. If you do not, the checks will be voided. Any first check that is voided will be included in the second payment. Any second checks that remain uncashed after

180 days will be donated to Legal Aid At Work. You will still be bound by the terms of the settlement even if you do not cash your checks.

As part of the settlement, you will release the defendants in the Action, their current and former owners, shareholders, members, directors, partners, joint venturers, predecessors, successors, parent corporations, subsidiaries, divisions, affiliates, landlords, licensees, lessors, assigns, transferees, investors, insurers, reinsurers, officers, employees, supervisors, managers, agents, representatives, heirs, executors, administrators, and attorneys, from any and all claims within the Class Period arising from the allegations of the operative complaint on file in the Action, including but not limited to claims for meal and rest period violations, meal period premiums, rest period premiums, waiting time penalties, and accurate and complete wage statements, or arising under Labor Code §§ 201, 202, 203, 226, 226.7, 512, 516, or Sections 11 and 12 of the applicable IWC Wage Order, and claims for attorney's fees and costs associated with any of the above claims.

8. How much will my payment be?

Your payment amount will depend on the amount of the attorneys' fees, costs, and class representative payment that the Court approves.

Your share will also depend on the total number of weeks you worked at the hospital . Please refer to the notice you received in the mail to verify the number of weeks you worked between July 21, 2016, and August 23, 2024, according to Defendants' records.

If you want, you can contest the number reported above by emailing or mailing evidence to support your contention to the settlement administrator at the address to the right. If mailed, your dispute must be postmarked by [objection postmark] and must include the case name and number (*Nicole Chettero v. Aurora Behavioral Healthcare-Santa Rosa, LLC, et al.*, Case No. SCV-268610), your full name, address and telephone number, and email address (if you have one); and an explanation setting forth the reason why you believe the number based on Defendants' records is incorrect. If you have any records to substantiate your dispute, please include them in your dispute.

Deciding What You Want to Do

9. How do I weigh my options?

You have three options. You can do nothing and get your share of the settlement automatically, you can object to the settlement, or you can contest the number of workweeks you worked for Defendant.

You can also opt to receive your payments electronically.

10. What are the consequences of doing nothing?

If you do nothing, you will automatically get your share of the settlement based on the number of workweeks that you worked for Defendant between July 21, 2016, and August 23, 2024.

Please see the settlement agreement, which can be found at [\[settlement website\]](#), for a full description of the claims and persons who will be released if this settlement is approved.

11. How do I opt for electronic payment?

To opt for electronic payment, visit [website] and enter the notice id provided in the notice you received in the mail or in your email or text messages. You can also call [settlement phone number] to get your notice id if you cannot find it. Follow the instructions on the website to register how you would like to receive your payments electronically.

12. Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers—called Class Counsel—to work on the case and defend the interests of all the class members. If you want to be represented by your own attorney, you may hire one at your own expense. When the Court certified the Class in December 2023, the Court appointed the legal representatives and layers that are representing you in this Action.

Class Representatives: Nicole Chettero

Class Counsel: Valerian Law, P.C. and Olivier & Schreiber P.C. These law firms negotiated this settlement on your behalf. **You will not be charged for their services.**

Attorneys' fees and costs will be paid from the Settlement Fund used to pay out class members' claims. You will not have to pay the lawyers directly.

To date, Class Counsel have not been paid any money for their work or out-of-pocket expenses in this case. To pay for their time and risk in bringing this case without any guarantee of payment unless they were successful, Class Counsel will request, as part of the final approval of this Settlement, that the Court approve a payment of up to one-third (33 and 1/3 percent) of the Settlement Fund in attorneys' fees plus the reimbursement of out-of-pocket expenses up to \$200,000. Attorneys' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the attorneys' fees even if you think the settlement terms are fair.

Opting Out

14. What if I don't want to be part of this settlement?

The time to opt out of the class has passed.

Objecting

15. What if I disagree with the settlement?

If you disagree with any part of the settlement (including the attorneys' fees), you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement as is—it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you can send a letter to the Settlement Administrator that:

- (1) is postmarked by [objection postmark deadline];
- (2) includes the case name and number (*Nicole Chettero v. Aurora Behavioral Healthcare-Santa Rosa, LLC, et al.*, Case No. SCV-268610);
- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states the reasons for your objection;

(5) says whether either you or your counsel intend to appear at the final approval hearing and your counsel's name; and

(6) your signature.

Mail the letter to the following address:

Settlement Administrator
Main Avenue
Suite 1
City, ST 00000-0000
1-800-000-00000
Cleveland, OH 44113

You can also attend the final approval hearing at your own expense and ask the Court for permission to speak and express your opinion about the settlement.

Key Resources

16. How I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here](#). To get a hard copy of the settlement agreement or get answers to your questions:

- contact Class Counsel (information below)
- visit the case website at [\[settlement website\]](#)
- access the Court's [eCourt Public Portal online](#) or by visiting the Clerk's office of the Court (address below).

Case website	[settlement website]
Settlement Administrator	Settlement Administrator Main Avenue Suite 1 City, ST 00000-0000 1-800-000-00000
Class Counsel	Valerian Law, P.C. xinying@valerian.law 2222 Harold Way Berkeley, CA 94704 Olivier & Schreiber P.C. christian@os-legal.com 475 14th Street, Suite 250 Oakland, CA 94612

Clerk's Office	Civil and Family Law Courthouse 3055 Cleveland Avenue Santa Rosa, CA 95403
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To access the case files on the Court's [Public Portal online](#), you will need to create an account. Once you've done so, you can perform a search on the case number: SCV268610 and click on the link on the following page. You may then download images of the documents filed in the case. You may also view images of documents filed in the case by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.