

SETTLEMENT AGREEMENT AND RELEASE

Subject to approval by the Superior Court of the State of California for the County of Placer (the “Superior Court”), this Settlement Agreement and Release (“Agreement”) is made and entered into by and between Plaintiffs Kris Brehm (“Plaintiff Brehm”) and Christiane Hilden (“Plaintiff Hilden”) (collectively, “Plaintiffs”), on behalf of themselves and as representative aggrieved employees pursuant to Labor Code Private Attorneys General Act (Labor Code section 2698 *et seq.*), and Defendants Platinum Living Services, Inc. and Oakwood Village (collectively, “Defendants” or “Oakwood”) in the Placer County Superior Court. Plaintiffs and Defendants are collectively referred to herein as the “Parties,” and each may be individually referred to herein as a “Party.”

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiff Brehm is a former hourly-paid non-exempt housekeeper of Defendants who worked for Defendants from approximately November 2018 to June 2020. Plaintiff Hilden is a former hourly-paid non-exempt caregiver and medical technician of Defendants who worked from approximately November 2019 to December 2020.

B. Plaintiffs contend that they suffered one or more violations of the California Labor Code during their work with Defendants and that they are therefore “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2698 *et seq.*, pursuant to which an “aggrieved employee” may, after exhausting administrative remedies with the California Labor and Workforce Development Agency (the “LWDA”), act as an agent of the State of California to bring an action to recover civil penalties from his or her former employer on behalf of himself or herself and other current or former employees for violations of the California Labor Code. Defendants deny that they committed any violations of the California Labor Code.

C. Pursuant to PAGA, Plaintiff Brehm submitted a letter to the LWDA (the “Brehm PAGA Notice”), alleging that Defendants subjected Plaintiff Brehm and other current or former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of Defendants within the State of California to certain violations of the California Labor Code, including sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, premised upon Defendants’ alleged failure to properly pay its hourly-paid or non-exempt employees for all hours worked, failure to properly provide or compensate minimum and overtime wages, failure to provide/authorize and permit meal and rest breaks (or pay premiums in lieu thereof), failure to issue and/or provide complete and accurate wage statements, failure to reimburse for all necessary business expenses and related costs, failure to timely pay all wages due during employment and upon termination, and failure to maintain accurate and complete payroll records. Pursuant to PAGA, Plaintiff Hilden likewise submitted a letter to the LWDA (the “Hilden PAGA Notice”), alleging that Defendants subjected Plaintiff Hilden and other current or former aggrieved employees of Defendants within the State of California to violations of the California Labor Code, sections 201, 202, 203, 204, 206.5, 210, 226,

226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198 & 2802. All claims referenced in the Brehm PAGA Notice and the Hilden PAGA Notice are collectively referred to herein as the “PAGA Claims.”

D. On March 2, 2021, Plaintiff Brehm filed the *Brehm* Lawsuit, Superior Court Case No. S-CV-0046296, seeking to recover civil penalties and attorneys’ fees based on the PAGA Claims. On May 7, 2021, Plaintiff Hilden filed the *Hilden* Lawsuit, Superior Court Case No. S-CV-0046676, seeking to recover civil penalties and attorneys’ fees based on the PAGA Claims. On September 30, 2022, the Court issued an Order Granting the Consolidation of Plaintiff Brehm and Plaintiff Hilden’s actions. The lead case naming both Plaintiffs, *Brehm v. Platinum Living Services, Inc. d/b/a Oakwood Village*, Case No. S-CV-0046296, is hereinafter referred to as “the Lawsuit.”

E. Defendants deny all of the allegations in the Lawsuit and any contention that Defendants committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the California Labor Code.

F. The Parties have each independently analyzed and investigated the facts and law relevant to the Lawsuit through informal discovery, including, but not limited to, the employment policies, procedures, and practices implicated by the PAGA Claims; a sampling of timekeeping records, payroll records, and wage statements relating to Plaintiffs and the other hourly-paid employees on whose behalf Plaintiffs brought the PAGA Claims asserted in the Lawsuit; and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims.

G. After evaluating the strengths and weaknesses of their respective positions; considering the time, expense, and risk associated with litigating the Lawsuit to judgment; and engaging in arm’s-length settlement negotiations at a mediation session with mediator Jeffrey A. Ross, an experienced and well-respected mediator, the Parties desire, and have agreed, to fully and finally settle any and all claims in the Lawsuit up to and through the Settlement Period (as defined herein).

NOW, THEREFORE, in consideration of the promises and agreements contained herein, the Parties agree to, and, pursuant to Labor Code section 2699(1)(2), seek approval of, the following settlement terms.

SETTLEMENT TERMS

1. **Superior Court Approval of the Agreement.** In accordance with California Labor Code section 2699(1)(2), the Parties will present this Agreement to the Superior Court for its review and approval. Plaintiffs’ Counsel shall prepare a stipulation for approval of this Agreement.

2. **Delivery of Agreement to the LWDA.** As required by California Labor Code section 2699(1)(2), Plaintiffs will cause this Agreement to be submitted to the LWDA at the same time that this Agreement is submitted to the Superior Court for approval. If the Parties are unable to obtain approval of this Agreement via stipulation, Plaintiffs will file a motion to obtain approval.

3. **Effective Date.** This Agreement shall become fully effective on the date the Court approves the Settlement.

4. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement is a compromise and settlement of disputed claims in the Lawsuit and that this Agreement is made and entered into without any admission of liability or wrongdoing of any kind whatsoever by Defendants, who expressly deny and disclaim any liability or wrongdoing whatsoever. Accordingly, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as, an admission of wrongdoing or liability on the part of Defendants. Additionally, neither the execution of this Agreement, its creation, the payment of any sum or consideration hereunder, nor the performance of any obligation required by this Agreement is, or shall be construed as, an admission of the truth or accuracy of any allegation made by Plaintiffs or Plaintiffs' counsel in the Lawsuit.

5. **Persons and Entities Covered by this Agreement.**

(a) **The Settlement Period.** This Agreement shall cover the period from December 21, 2019 through February 15, 2022 (the "Settlement Period").

(b) **The Settlement Group.** This Agreement shall cover all persons employed by Defendants as non-exempt employees who worked for Defendants in California at any time from December 21, 2019 through February 15, 2022. Such employees shall be collectively referred to herein as the "Settlement Group." Each employee within the Settlement Group may be individually referred to herein as a "Settlement Group Member."

6. **Settlement Administration.**

(a) The Parties will retain Simpluris, Inc. ("Simpluris"), or another third-party settlement administrator mutually selected by the Parties and with whom no Party has a financial interest or other relationship that could create a conflict of interest, to act as the "Settlement Administrator" with respect to this Agreement.

(b) The Settlement Administrator shall be responsible for establishing a qualified settlement fund pursuant to 26 U.S.C. § 486B, making all payments required by this Agreement, handling all required state and federal tax withholding and reporting related thereto to the extent necessary, and issuing all appropriate tax forms to Plaintiffs, Plaintiffs' Counsel, the Settlement Group, and the LWDA resulting from the settlement payments under this agreement.

(c) Any disputes concerning administration of the Agreement may be submitted to Jeffrey A Ross, Esq., the mediator who facilitated the negotiation of this Agreement. If the Parties cannot resolve their dispute with the mediator's assistance, the dispute may be submitted to and resolved by the Superior Court.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement—including the releases set forth in Section 9 of this Agreement—Defendants shall pay the maximum gross sum of One Hundred Eighty Five Thousand Two Hundred Dollars (\$185,200.00) (the “Gross Settlement Amount”), in the manner and method set forth in this Agreement, to fully, finally, and completely settle the Lawsuit and the PAGA Claims alleged therein on behalf of the Settlement Group, including any and all associated claims for civil penalties, attorneys’ fees, and litigation costs and expenses. Additionally, Plaintiffs will enter into a general release of all known and unknown claims as set forth in section 9(b) below. Nothing in this Agreement shall require Defendants to pay, or make Defendants liable for, more than the Gross Settlement Amount to fully, finally, and completely settle the Lawsuit and all claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following categories of payments: an award of attorneys’ fees to Plaintiffs’ counsel in the Lawsuit, an award of litigation costs and expenses to Plaintiffs’ counsel, the payment of settlement administration costs to the Settlement Administrator, the payment of civil penalties to the LWDA and the Settlement Group, and the proposed enhancement payment to Plaintiffs in the amount of \$10,000.00 each as a service payment and for their General Release of any and all claims. Subject to approval by the Superior Court, these amounts shall be paid and allocated as set forth below in Sections 7(b)(i) through 7(b)(v) of this Agreement.

(i) **Attorneys’ Fees Award.**

(A) Plaintiffs’ attorneys in the Lawsuit – Douglas Han, Shunt Tatavos-Gharajeh, and Talia Lux of Justice Law Corporation; Shani Zakay of Zakay Law Group, APLC; and Jean-Claude Lapuyade of JCL Law Firm, APC (“Plaintiffs’ Counsel”) – may submit a combined application to the Superior Court for an award of attorneys’ fees in an amount not to exceed the gross sum of Seventy Thousand Three Hundred Seventy Six Dollars (\$70,376.00) (38% of the Gross Settlement Amount) (the “Attorneys’ Fees Award”). Defendants will not oppose or object to this application.

(B) Any Attorneys’ Fees Award approved by the Superior Court will be paid by Defendants out of the Gross Settlement Amount (via payment of the Gross Settlement Amount to the Settlement Administrator) and shall constitute a full and complete satisfaction of all claims Plaintiffs may have for attorneys’ fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Superior Court approving an Attorneys’ Fees Award in an amount equal to the maximum amount authorized by Section 7(b)(i)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve an Attorneys’ Fees Award that is less than the amount authorized by Section 7(b)(i)(A) of this Agreement or the amount requested by Plaintiffs’ Counsel.

(D) In the event that any portion of the Attorneys’ Fees Award authorized by Section 7(b)(i)(A) of this Agreement is not approved by the Superior Court, only

the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to the Attorneys' Fees Award. Additionally, any difference between the Attorneys' Fees Award authorized by Section 7(b)(i)(A) and the Attorneys' Fees Award approved by the Superior Court will become part of the Net Settlement Fund.

(ii) **Litigation Costs Award.**

(A) Plaintiffs' Counsel may submit an application to the Superior Court for an award for reimbursement of actual litigation costs and expenses incurred by Plaintiffs' counsel in connection with the Lawsuit that is currently estimated not to exceed the combined gross sum of Twenty Thousand Dollars (\$20,000.00) (the "Litigation Costs Award"). Defendants will not oppose or object to this application.

(B) Any Litigation Costs Award approved by the Superior Court will be paid by Defendants out of the Gross Settlement Amount and shall constitute a full and complete satisfaction of all claims Plaintiffs may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Superior Court approving a Litigation Costs Award in an amount equal to the maximum amount authorized by Section 7(b)(ii)(A)7(b)(ii) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve a Litigation Costs Award that is less than the amount authorized by Section 7(b)(ii)(A) of this Agreement or the amount requested by Plaintiffs' Counsel.

(D) In the event that any portion of the Litigation Costs Award authorized by Section 7(b)(ii)(A) of this Agreement is not approved by the Superior Court, only the approved amount shall be paid, and the payment of that amount shall constitute satisfaction of Defendants' obligations with respect to the Litigation Costs Award. Additionally, any difference between the Litigation Costs Award authorized by Section 7(b)(ii)(A) and the Litigation Costs Award approved by the Superior Court will become part of the Net Settlement Amount.

(iii) **Settlement Administration Costs.**

(A) Subject to approval by the Superior Court, an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) will be paid to the Settlement Administrator out of the Gross Settlement Amount to cover the costs of the settlement administration process ("Administration Costs"). If the actual costs of the settlement administration process are less than the amount approved by the Superior Court, the balance will become part of the Net Settlement Amount.

(B) Any Administration Costs approved by the Superior Court will be paid out of the Gross Settlement Amount and shall constitute a full and complete satisfaction any settlement administration costs.

(C) This Agreement is not contingent upon the Superior Court approving Administration Costs in an amount equal to the maximum amount authorized by Section 7(b)(iii)(A) of this Agreement. This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve Administration Costs in an amount that is less than the amount authorized by Section 7(b)(iii)(A) of this Agreement.

(D) In the event that any portion of the Administration Costs authorized by Section 7(b)(iii)(A) of this Agreement is not approved by the Superior Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount. Additionally, the difference between the Administration Costs authorized by Section 7(b)(iii)(A) and the Administration Costs approved by the Superior Court will become part of the Net Settlement Amount.

(iv) **PAGA Penalties Award.** The portion of the Gross Settlement Amount remaining after the Attorneys' Fees Award, Litigation Costs Award, Administration Costs, and Enhancement Payment are paid shall be designated the "PAGA Penalties Fund," from which payments deemed to constitute a full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be made. Based on the terms of the Agreement, the PAGA Penalties Fund is estimated to be Sixty Seven Thousand Three Hundred Twenty Four Dollars (\$67,324.00). (This number may change if the Attorneys' Fees Award, Litigation Costs Award, and/or the Administration Costs are awarded in amounts other than those set forth above.) Subject to approval by the Superior Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** The gross sum of Forty Nine Thousand Two Hundred Thirty Seven Dollars and Fifty Cents (\$50,493.00), which represents seventy-five percent (75%) of the PAGA Penalties Fund, will be paid to the LWDA for enforcement of California's labor laws, including the administration of PAGA, and for education of employers and employees about their rights and responsibilities under the California Labor Code.

(B) **Individual Settlement Awards.** The gross sum of Sixteen Thousand Eight Hundred Thirty One Dollars (\$16,831.00), which represents twenty-five percent (25%) of the PAGA Penalties Fund, shall be designated as the "Net Settlement Amount" and will be paid to the Settlement Group on a pro rata basis. Each Settlement Group Member will receive a pro-rated share of the Net Settlement Amount based on the total number of pay periods he or she worked as an hourly-paid employee of Defendants during the Settlement Period. The maximum amount that each Settlement Group Member is entitled to receive ("Individual Settlement Award") is determined by multiplying the Net Settlement Amount by a ratio that is determined by dividing a Settlement Group Member's total pay periods worked in California during the Settlement Period by the total number of pay periods worked during the Settlement Period by all Settlement Group Members employed by Defendants as expressed in the following formula:

(1) Settlement Group Member Payment = Net Settlement Amount divided by the total number of pay periods worked by all Settlement Group Members, multiplied by the Settlement Group Member's total number of pay periods worked.

(v) **Plaintiffs' Enhancement Payment.**

(A) Plaintiffs may submit an application to the Superior Court for an award of an enhancement payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each for Plaintiffs' time and effort, for the risk they undertook in bringing and prosecuting the Lawsuit, and in exchange for Plaintiffs' General Release of claims ("Enhancement Payments"). Defendants shall not oppose any requests by Plaintiffs for the Enhancement Payments, which will be paid out of the Gross Settlement Amount.

(B) This Agreement is not contingent upon the Superior Court approving the Enhancement Payments in an amount equal to the maximum amount authorized by Section 7(b)(v)(A). This Agreement shall remain fully effective and enforceable notwithstanding any decision by the Superior Court to approve the enhancement award in an amount less than that authorized by Section 7(b)(v)(A).

(C) In the event that any portion of the Enhancement Payments authorized by Section 7(b)(v)(A) is not approved by the Superior Court, no more than the approved amount shall be paid to Plaintiffs from the Gross Settlement Amount. Additionally, any difference between the Enhancement Payments authorized by Section 7(b)(v)(A) and the Enhancement Payments approved by the Superior Court will become part of the Net Settlement Amount.

(c) **No Additional Contribution by Defendants.** Defendants shall not be called upon or required to contribute additional monies other than those stated above in Section 7(a) of this Agreement.

(d) **No Effect on Employee Benefits.** The payments made to Settlement Group Members pursuant to this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Settlement Group. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Group Members may be entitled under any benefit plans.

(e) **Taxability of Settlement Payments.**

(i) **Payments to Plaintiffs' Counsel.** The Attorneys' Fees Award and Litigation Costs Award shall be treated as IRS Form 1099 income. Accordingly, the Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs' Counsel in connection with their Attorneys' Fees Award and Litigation Costs Award.

(ii) **Payments to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA under Section 7(b)(iv)(A) of this Agreement shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Settlement Group.** Individual Settlement Awards shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income. Accordingly, an IRS Form 1099 will be issued by the Settlement Administrator to each Settlement Group Member in connection with his or her Individual Settlement Award if it is \$600.00 or more.

(f) **Tax Indemnification.** Plaintiffs, Plaintiffs' Counsel, the Settlement Group, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and the payment of the amounts set forth above in Section 7(b). Neither Defendants nor Defendants' attorneys make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

8. **Distribution of Settlement Payments.**

(a) **Funding of Settlement by Defendants.**

(i) Within twenty business (20) days after the Effective Date of this Agreement, Defendants shall deposit with the Settlement Administrator the entire One Hundred Eighty Five Thousand Two Hundred Dollars (\$185,200.00) of the Gross Settlement Amount.

(b) **Timing of Payment by Settlement Administrator.** Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue the payments required by Section 7 of this Agreement to the appropriate entities or persons.

(c) **Payment of Individual Settlement Awards.**

(i) Individual Settlement Awards will be paid in the form of a check delivered to each Settlement Group Member at the last known address on file with Defendants or as updated by the Settlement Administrator. Each Individual Settlement Award will be accompanied by an explanatory letter substantially in the form attached hereto as **Exhibit A**.

(ii) Individual Settlement Award checks will remain negotiable for one hundred twenty (120) days after the date of their issuance (the "Check Stale Date"). Any Individual Settlement Award checks that are not cashed, deposited, or negotiated after the Check Stale Date will be void and the amount of those checks will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

(iii) Any checks to the Settlement Group that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing. Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this

Agreement, but the funds associated with his or her Individual Settlement Award will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in the name of the employee.

9. **Releases.**

(a) **Release of PAGA Claims.** Upon the Effective Date, this settlement forever bars Plaintiffs, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all allegedly aggrieved employees, from pursuing any action against Defendants; each and all of Defendants' past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, fiduciaries; and/or any other entity or individual which could be liable for the acts or omissions of Defendants (collectively, the "Released Parties") under the California Private Attorneys General Act of 2004 ("PAGA"), alleged in the operative complaint or could have been alleged based on the facts pertaining to Plaintiffs, including, but not limited to, claims arising under California Labor Code sections 201-204, 210, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable California Industrial Welfare Commission Wage Orders ("Released Claims").

(b) **General Release by Plaintiffs.** For the purpose of implementing a full and complete release of claims, Plaintiffs expressly acknowledge and agree that the General Release is intended to, and does, include any and all claims that Plaintiffs did not know or suspect to exist at the time of Plaintiffs' execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would have materially affected the settlement of this matter or the terms of this Agreement. Accordingly, upon the Effective Date, Plaintiffs expressly, knowingly, and voluntarily waive any and all rights and benefits conferred by California Civil Code section 1542, which states:

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.

As a result, the General Release shall be effective as a bar to each and every claim that Plaintiffs may have against Defendants and/or the Released Parties, whether or not they are currently known or unknown, suspected or unsuspected, accrued or unaccrued upon any theory of law or equity now existing or coming into existence in the future and without regard to any subsequent discovery or existence of different or additional facts by Plaintiffs. The general release will not include a release of any claim that cannot be waived as a matter of law.

10. **Escalator Clause.** This Agreement was reached based on a total number of 1,852 pay periods. If the number of pay periods as of the end of the date of the Settlement Period exceeds this figure by more than ten percent (10%), Defendants shall increase the Gross Settlement Amount on a pro-rata basis.

11. **Dismissal.** Upon Court approval of the Settlement Agreement and Release and payment of all sums required by this Agreement, Plaintiffs shall file a request for dismissal of the Action in its entirety as to Defendants with prejudice. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to enforce the terms of this Agreement.

12. **Acknowledgement of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel and facilitated by a full-day mediation with Jeffrey A. Ross, Esq., an experienced and well-respected mediator. Each of the Parties acknowledge, agree, and believe that this Agreement is a fair, adequate, and reasonable settlement of the Lawsuit. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

13. **Authority to Enter into Agreement.** Each Party represents and warrants that it has the right and authority to execute this Agreement.

14. **Ownership of Claims.** The Parties represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

15. **Authorization of Counsel.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement.

16. **Confidentiality.** Plaintiffs and Plaintiffs' counsel shall not publicize the terms or existence of the PAGA Settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the PAGA Settlement. If counsel for any party receives an inquiry about the PAGA Settlement from the media, counsel may respond only after the motion for approval of the PAGA Settlement has been filed. Nothing in this provision shall prevent Defendants from making any required disclosure.

17. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement, and that the Parties and their counsel will cooperate with each other to effect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court, including, but not limited to, fully documenting the settlement, completing or filing any other documents or pleadings, arguing that the terms and conditions agreed upon should be enforced fully, commencing any required action (either in court or in arbitration), jointly appealing and/or otherwise exhausting judicial review of any adverse ruling, etc. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of Jeffrey A. Ross, the mediator who facilitated the negotiation of this Agreement. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Superior Court to resolve their disagreement.

18. **Nullification of Agreement.** In the event that the Superior Court does not approve the Agreement or the Agreement does not become final for any other reason, this Agreement and any documents generated to bring it into effect will be null and void and the Parties will be returned to their original respective positions as though this Agreement had never been entered into at all.

19. **Defendants' Option to Revoke.** Should the settlement, or any terms therein, be modified, vacated, altered, or become otherwise subject to challenge by law, including, but not limited to, any law that became effective after the execution of this Agreement, so that this Agreement is not approved by the Court in its entirety and therefore the intent of the Parties cannot be accomplished after jointly taken efforts to enforce it have been exhausted, Defendants shall have the option to revoke this Agreement at its sole discretion.

20. **Severability.** Should any clause or provision of this Agreement be declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

21. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. The Agreement shall be interpreted in accordance with the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule providing that in cases of uncertainty the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

22. **Continuing Jurisdiction of the Superior Court.** Pursuant to California Code of Civil Procedure section 664.6, the Superior Court shall retain continuing jurisdiction over the Lawsuit and the Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

23. **Admissibility of Agreement.** The Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement, as set forth herein, pursuant to California Evidence Code section 1123.

24. **Amendment and Modification.** This Agreement may not be modified, altered or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties.

25. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

26. **No Representations.** The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

27. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission have the same force, validity, and effect as original signatures.

28. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties, and supersedes any prior agreements, contracts, or understandings between the Parties as to the subject matter hereof.

* * *

IN WITNESS WHEREOF, the Parties – Plaintiffs Kris Brehm and Christiane Hilden and Defendants Platinum Living Services, Inc. and Oakwood Village, and their counsel – knowingly and voluntarily accept the terms of the this Settlement Agreement and Release by affixing their signatures below.

Dated: 11/07/2022 PLAINTIFF KRIS BREHM

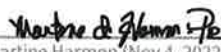
By: KRISTINA BREHM
Kris Brehm

Dated: Nov 7, 2022 PLAINTIFF CHRISTIANE HILDEN

By: Christiane Hilden
[Christiane Hilden \(Nov 7, 2022 09:57 PST\)](#)
Christiane Hilden

Dated: Nov 4, 2022

DEFENDANTS PLATINUM LIVING SERVICES, INC.
AND OAKWOOD VILLAGE

By: 
Martine Harmon (Nov 4, 2022 14:58 PDT)

Martine D. Harmon

Dated: 11/8/22

JUSTICE LAW CORPORATION

By: 

Douglas Han
Shunt Tatavos-Gharajeh
Talía Lux

Attorneys for Plaintiff Kris Brehm

Dated: November 7, 2022

ZAKAY LAW GROUP, APLC

By: 

Shani O. Zakay

Attorney for Plaintiff Christiane Hilden

Dated: 11/04/2022

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, PC

By: 

Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Defendants Platinum Living Services,
Inc. and Oakwood Village

EXHIBIT A

TRANSMITTAL OF INDIVIDUAL SETTLEMENT AWARD

Kris Brehm et al. v. Platinum Living Services, Inc. d/b/a Oakwood Village
Superior Court of the State of California for the County of Placer
Case No. S-CV-0046296

Dear [Settlement Group Member Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Placer County Superior Court as *Kris Brehm et al. v. Platinum Living Services, Inc. d/b/a Oakwood Village*, which has been designated case number S-CV-0046296 (the "Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, the reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Lawsuit

The Lawsuit was originally filed on March 2, 2021, by Kris Brehm ("Plaintiff Brehm"), a former employee of Platinum Living Services, Inc. d/b/a Oakwood Village ("Oakwood" or "Defendant"). Plaintiff Brehm filed a First Amended Complaint on _____, 2022, adding Christiane Hilden ("Plaintiff Hilden") as a Plaintiff (Plaintiff Brehm and Plaintiff Hilden are collectively hereinafter referred to as "Plaintiffs").

In the Lawsuit, Plaintiffs alleged that they and other current and former hourly-paid employees of Defendant experienced violations of the California Labor Code by Defendant. Specifically, Plaintiffs alleged that Defendant violated California Labor Code sections 201, 202, 203, 204, 206.5, 218.5, 210, 221, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, premised upon Defendant's alleged failure to properly pay its hourly-paid employees for all hours worked, failure to properly provide or compensate minimum and overtime wages, failure to provide/authorize and permit meal and rest breaks (or pay premiums in lieu thereof), failure to issue and/or provide complete and accurate wage statements, failure to reimburse for all necessary business expenses and related costs, failure to timely pay all wages due during employment and upon termination, and failure to maintain accurate and complete payroll records. Based thereon, the Lawsuit sought civil penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), which is codified at California Labor Code section 2698 *et seq.*, on behalf of the State of California and all current and former hourly-paid employees of Defendant.

Defendant denies the allegations in the Lawsuit. Defendant contends that it followed lawful policies and practices and that Plaintiffs and the other hourly-paid employees at issue in the Lawsuit were properly paid for all hours worked, were paid appropriate minimum and overtime wages, were provided compliant meal and rest breaks (or were paid premiums in lieu thereof), received compliant wage statements, were reimbursed for all necessary business expenses, were timely paid all wages due during employment and upon termination, and that Defendant properly kept accurate and complete payroll records.

The merits of the Lawsuit have not been determined. On [Approval Date], however, the Placer County Superior Court approved a settlement of the Lawsuit.

II. Why the Settlement Check Is Being Sent to You

The settlement approved by the Placer County Superior Court on [Approval Date] involves a payment of civil penalties and the reimbursement of attorneys' fees and litigation costs incurred by Plaintiffs in furtherance of the Lawsuit. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement are being paid to the California Labor and Workforce Development Agency. The remaining twenty-five percent (25%) of the civil penalties paid under the settlement are being distributed to the current and former hourly-paid employees of Defendant who worked for Defendant at any time from December 21, 2019 through February 15, 2022 (the "Settlement Group"). The enclosed settlement check is being sent to you because you have been identified as a Settlement Group Member.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of pay periods during which you performed work for Defendant between December 21, 2019 through February 15, 2022 (the "Settlement Period") relative to the entire Settlement Group. Specifically, the enclosed settlement check was calculated as follows:

- Each seven-day period beginning on Sunday and ending on Saturday (i.e., a calendar week) during the Settlement Period was deemed a pay period.
- Each pay period during the Settlement Period during which a Settlement Group Member actually worked in California was counted toward the Settlement Group Member's total number of pay periods worked during the Settlement Period.
- The amount of your settlement check was calculated by dividing the total number of pay periods you worked during the Settlement Period by the total number of pay periods worked by all Settlement Group Members during the Settlement Period, and multiplying this by the twenty-five percent (25%) portion of the civil penalties payable to the Settlement Group under the settlement ("Net Settlement Amount").
- You should obtain tax advice from your own tax advisor with respect to any payment resulting from this Settlement.

Your settlement check will remain negotiable for 120 days. If you do not cash, deposit, or negotiate your settlement check within 120 days, the check will become void and the funds will be directed to the California State Controller for the deposit in the Unclaimed Property Fund in your name. Cashing the settlement check releases claims only for civil penalties that could be collected by the State of California.

IV. Consequences of the Settlement

The Lawsuit was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

The Superior Court's order and judgment approving the settlement of the Lawsuit binds all persons, including nonparty employees, who would be bound by a judgment in an action brought by the State of California itself. As a result, although you are not a "party" to the Lawsuit, the judgment entered upon settlement of the Lawsuit is binding on you with respect to any claims for civil penalties under PAGA encompassed by the settlement. That is true regardless of whether you choose to cash, deposit, or negotiate the enclosed settlement check

V. Taxation of Your Individual Settlement Award

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. Should you seek tax advice or have tax questions relating to your receipt of the enclosed check, you should direct them your own personal tax advisor.

VI. Where to Get More Information

Do not call or contact the Placer County Superior Court about this letter, the settlement, the settlement check sent to you, or the Lawsuit in general. If you have questions about the this letter, the settlement, the settlement check sent to you, or the Lawsuit in general, you may contact the Settlement Administrator at [INSERT CONTACT INFORMATION].

Dated: [INSERT DATE]

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On December 8, 2022, I served the foregoing document described as

PROOF OF SERVICE