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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

SANDEEP PUREWAL, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

CHANCELLOR HEALTH CARE, INC., an
unknown business entity; CHANCELLOR
HEALTH CARE OF CALIFORNIA VIII,
INC., an unknown business entity; REVERE
COURT MEMORY CARE, an unknown
business entity; REVERE COURT
ASSISTED LIVING COMMUNITY, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 34-2021-00296929-CU-OE
GDS

Honorable Jill H. Talley
Department 8A

CLASS ACTION

**DECLARATION OF BRIAN J. ST.
JOHN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

[Plaintiff's Motion for Preliminary
Approval of Class Action Settlement;
Declaration of Proposed Class
Representative (Sandeep Purewal); and
[Proposed] Order filed concurrently
herewith]

Reservation No: A-296929-003

Hearing Date: June 12, 2026
Hearing Time: 9:00 a.m.
Department: 8A

Complaint Filed: March 19, 2021
FAC Filed: May 19, 2021
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Sandeep Purewal (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On March 15, 2021, Plaintiff provided notice by electronic upload to the Labor and Workforce Development Agency and written notice by certified mail to Defendants Chancellor Health Care, Inc., and Chancellor Health Care of California VIII, Inc., dba Revere Court (together, the “Defendants”) of his intent to pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for Defendants’ alleged violations of the California Labor Code (the “PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond the PAGA Notice. A true and correct copy of the PAGA Notice is attached hereto as “**EXHIBIT 1**”.

3. On March 19, 2021, Plaintiff filed his wage and hour Class Action Complaint for Damages against Defendants, alleging: (1) unpaid overtime; (2) unpaid meal period premiums (3) unpaid rest period premiums; (4) unpaid minimum wages; (5) waiting time penalties; (6) failure to pay timely wages; (7) wage statement violations; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; (10) unfair competition in violation of the California Business & Professions Code.

4. On May 19, 2021, after sixty-five (65) days had passed since Plaintiff filed the PAGA Notice, Plaintiff filed her First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“FAC”) which, *inter alia*, added an additional claim for civil penalties under PAGA against Defendants for the Labor Code violations alleged in the PAGA Notice.

5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation with David Rottman Esq. on December 15, 2022. That mediation was unsuccessful and litigation continued.

6. The Parties participated in a second private mediation, this time with Hon. Daniel Buckley (ret.) on December 13, 2024. This mediation was again, unsuccessful.

7. On September 30, 2025, the Parties participated in a third mediation, which was again presided over by Hon. Daniel Buckley (ret.). The third mediation was ultimately successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

THE PROPOSED SETTLEMENT

8. Marked and attached hereto as “EXHIBIT 2” is a true and correct copy of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants, on the other hand (together, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

9. The Settlement provides for a Total Settlement Amount of \$1,050,000.00 to be paid in six installments on a non-reversionary basis. The Net Settlement Amount is the Total Settlement Amount less the following payments, subject to approval by the Court: the PAGA Penalty amount of \$200,000.00 (of which 75% [\$150,000.00] is allocated to the LWDA PAGA Payment), the Enhancement Payment to Plaintiff of not more than \$10,000.00, Attorneys’ Fees of \$367,500.00, or thirty-five percent (35%) of the Total Settlement Amount, actual litigation costs (estimated not to exceed \$45,000.00) to Class Counsel, and Administration Expenses not to exceed \$20,000.00. Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Settlement Class Member is currently \$407,500.00. Additionally, 25% of the PAGA Amount, which is \$50,000.00 out of \$200,000.00, will be distributed to the PAGA Employees on a *pro rata* basis. The Total Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendants.

10. The Settlement Agreement provides for Class Counsel to apply for attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., \$367,500.00,

1 if the Total Settlement Amount remains \$1,050,000.00) and actual litigation costs (currently
2 estimated not to exceed \$45,000.00), which will be paid out of the Total Settlement Amount,
3 subject to approval by the Court. To date, Lawyers *for* Justice, PC has incurred an estimated
4 \$44,862.19 in litigation costs and expenses incurred in the case. It should be noted that Class
5 Counsel has borne all of the risks and costs of litigation and will not receive any compensation
6 until recovery is obtained. A description of the qualifications of Class Counsel, the work
7 performed by Class Counsel, and the results achieved by Class Counsel in this matter can be found
8 in paragraphs 18 through 29, *infra*.

9 11. The Settlement Agreement provides for payment of up to \$10,000 to Plaintiff as an
10 Enhancement Payment, to be paid out of the Total Settlement Amount subject to approval by the
11 Court. Plaintiff spent considerable time and effort to produce relevant documents and past
12 employment records and to provide the facts and evidence necessary to attempt to prove the
13 allegations. Plaintiff was available whenever Class Counsel needed him and actively tried to obtain
14 information that would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to
15 receive an Enhancement Payment, in addition to his individual settlement payment, for his services
16 on behalf of the Class, PAGA Employees, and the State of California.

17 12. The Parties have agreed to retain ILYM Group, Inc., (“Administrator”) to handle
18 the notice and settlement administration process. The Parties respectfully request that the Court
19 appoint ILYM Group, Inc., to handle these procedures and serve as the Administrator. Defendants
20 will provide the Administrator with the Class List, and the Administrator will calculate each Class
21 Member’s estimated share of the Net Settlement Amount (“Individual Settlement Share”) and each
22 PAGA Employee’s estimated *pro rata* share of the 25% portion of the PAGA Amount. The
23 Administrator will be responsible for printing, distributing, and tracking Class Notices and other
24 documents for the Settlement, calculating and distributing payments due under the Settlement,
25 issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and
26 remittances, providing necessary reports and declarations, transmitting funds representing
27 uncashed checks after the void date to the California Controller’s Unclaimed Property Fund in the
28 name of each Class Member and/or PAGA Employee to whom the checks were issued, and other

1 duties and responsibilities set forth to process the Settlement, and as requested by the Parties.
2 Administration Costs are currently estimated not to exceed \$20,000.00 and will be paid out of the
3 Total Settlement Amount, subject to approval of the Court.

4 13. Under the Settlement Agreement, Defendants are responsible for any employer-side
5 tax obligations associated with the Total Settlement Amount and will deposit that amount into the
6 settlement fund in addition to the Total Settlement Amount. Participating Class Member's
7 Individual Settlement Share will be allocated 20% to the settlement of wage claims (the "Wage
8 Portion") and 80% to settlement of claim for interest, penalties, and non-wage damages
9 (collectively the "Non-Wage Portion"). The Administrator will withhold the employee's share of
10 taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

11 **CONDITIONAL CERTIFICATION OF THE PROPOSED CLASS IS APPROPRIATE**

12 14. **Ascertainability:** The proposed Class is defined as all current and former hourly-
13 paid or non-exempt employees who worked for any of the Defendants within the State of
14 California at any time during the Class Period, which is March 19, 2017 through February 28,
15 2026.

16 15. **Numerosity:** Based on data provided by Defendants, the Class is estimated to be
17 approximately 1,504 Class Members who worked an estimated total of 106,324 workweeks as of
18 September 30, 2025.

19 16. **Commonality:** Based on investigation and information discovered, Class Counsel
20 believes that there is sufficient evidence to support the allegations made in the lawsuit, including
21 the allegations that Defendants, with respect to Plaintiff, Class Members, and Aggrieved
22 Employees, *inter alia*, failed to properly pay overtime and minimum wages and associated
23 premium pay, failed to provide compliant meal and rest periods and to pay associated premium
24 pay, failed to timely pay wages during employment and upon termination of employment, failed to
25 provide compliant wage statements, failed to maintain requisite payroll records, and failed to
26 reimburse necessary business expenses, and thereby engaged in unfair business practices and
27 conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004
28 (California Labor Code sections 2698, *et seq.*). Plaintiff also asserted that Class Members were

1 expected to perform similar job duties and were subject to the same or similar operations and
2 employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants'
3 recordkeeping practices with respect to Plaintiff, Class Members, and Aggrieved Employees were
4 substantially the same during the time period at issue. As a result of said alleged uniform practices,
5 Plaintiff claims that the Class Members were not paid all of the compensation that was owed to
6 them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome of this litigation
7 would be determined by Defendants' uniform operations and employment practices, policies, and
8 procedures that Plaintiff alleges applied across its hourly-paid or non-exempt employees in
9 California during the relevant time period.

10 17. **Adequacy and Typicality:** Plaintiff has undertaken the responsibilities of
11 representing a class action against his former employers. Plaintiff has spent considerable time and
12 effort to produce relevant documents and past employment records and to provide the facts and
13 evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class
14 Counsel needed him and actively tried to obtain information that would benefit the Class. Plaintiff
15 has no interests that are adverse to the Class. Plaintiff was employed by Defendants during the
16 Class Period and subject to the same alleged violations and the same policies, practices, and
17 procedures. Plaintiff took on the challenge and risk of commencing and maintaining this action,
18 and he has not yet received any monetary benefit for his service to date. Plaintiff put his own
19 interests aside and brought a publicly filed lawsuit against an employer not just for his own benefit,
20 but, instead, on behalf of other hourly-paid employees and the State of California.

21 **EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC**

22 18. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the
23 prosecution of consumer and employment class actions, involving wage-and-hour claims, race
24 discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is
25 the attorney of record in well over a dozen employment-related putative class actions in both state
26 and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys
27 who focus on litigating complex wage-and-hour class and Private Attorneys General Act
28 ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases

1 involving the executive, administrative, and other overtime exemptions to the State of California
2 and federal overtime compensation requirements. During a relatively short time, in association
3 with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of
4 thousands of individuals in California.

5 19. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice,
6 PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and
7 earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has
8 extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute
9 Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has
10 previously served as a pro bono mediator for the Los Angeles County Superior Court. In October
11 of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During
12 the summer of 2000, he studied Legal Writing at Harvard University. From approximately
13 September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable
14 Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From
15 approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the
16 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
17 In December of 2004, he obtained a license to practice law from the California State Bar. Since in
18 or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively
19 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
20 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
21 Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over
22 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
23 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the
24 firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
25 involving the executive, administrative, and other overtime exemptions to the State of California
26 and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC
27 has successfully obtained class certification by contested motion practice in approximately sixteen
28 (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

20. Arby Aiwarzian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

21. Joanna Ghosh is a Senior Partner of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class

certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

22. I am a member of Lawyers for Justice, PC. I received his Bachelor's degree from the University of California, San Diego in 2010 and earned his Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. I was admitted to practice law in California in 2015. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers for Justice, PC, I spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was employed as general counsel for a DMHC licensed discount dental plan.

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THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

23. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this matter has translated into tangible monetary benefits in the following respects: (1) Class Members, Aggrieved Employees, and the State of California recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would have only increased significantly had the case progressed through certification, trial, and/or appeals.

24. Class Counsel has litigated the case for over 5 years and was actively preparing the Class Action for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a full-day mediation conducted by David Rottman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. The parties also engaged in two other mediation sessions with the retired Honorable Daniel Buckley. In the course of the this lawsuit and in connection with the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the law relating to off-the-clock theory, arbitration agreements, regular rate, rounding, donning and doffing, meal and rest periods, PAGA representative claims, and state wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits, and Plaintiff and Class Counsel believed that they would be able to prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, extensive settlement negotiations, and with the aid of the mediator’s evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff’s principal claims, as well as the costs and risks to both sides that would attend further litigation. The

1 Settlement is a fair, reasonable, and adequate resolution of the Released Class Claims of Plaintiffs
2 and Settlement Class Members, and of the Released PAGA Claims of Plaintiffs and the State of
3 California, with respect to aggrieved employees, Released Parties.

4 25. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
5 and scope of the claims, and was preparing the action for class certification and trial. Plaintiffs
6 conducted significant investigation and formal and informal discovery regarding the facts of the
7 case, including and not limited to, the exchange, review, and analysis of thousands of pages of
8 documents and data obtained from Defendant, Plaintiffs, and other sources and documents that
9 Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's and other Class
10 Members' employment records, a detailed sampling of Class Members' time and pay data,
11 Defendants' Employee Handbook, company policy acknowledgements, internal memoranda, job
12 descriptions, new hire orientation checklists, procedures (including but not limited to Defendant's
13 Meal and Rest Period Policy, New Hire Personnel Activity Forms, and Orientation Forms), and
14 policies (including but not limited to Sales Representative Compensation Plans). Class Counsel
15 had the opportunity to interview Plaintiff and other Class Members to gather facts and to identify
16 potential witnesses. Counsel for the Parties met and conferred on numerous occasions, e.g., to
17 discuss issues relating to the pleadings, and the production of documents and data prior to the
18 mediation. Class Counsel drafted Plaintiff's pleadings and mediation brief and prepared for and
19 attended court proceedings, settlement negotiations, and the mediation, among other tasks.

20 26. Counsel for the Parties have also invested time researching and investigating the
21 applicable law, which is constantly evolving as it relates to certification, representative PAGA
22 claims, off-the-clock theory, arbitration agreements, regular rate, rounding, donning and doffing,
23 meal and rest periods, state wage-and-hour law and enforcement, Plaintiff's claims and damages,
24 and Defendants' defenses thereto, as well as facts discovered. Based on Class Counsel's analysis,
25 the result achieved in this lawsuit is fair, adequate, and reasonable.

26 27. Class Counsel is aware of the defenses and position of Defendants, but believes that
27 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
28 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,

1 and the difficulties and delays inherent in such litigation. Plaintiff further recognizes the burdens
2 of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants' defenses,
3 and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel
4 have also considered the Parties' settlement discussions, as well as the evaluations of the mediator,
5 who is experienced and well-regarded in complex labor and employment matters.

6 28. Defendants, on the other hand, denied and continue to deny any liability and
7 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that this
8 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
9 this Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides
10 have also had the opportunity to interview witnesses and review documents and information
11 relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendants,
12 and Defendants' operations and employment policies, practices, and procedures. The Parties also
13 reviewed and analyzed a volume of documents and data to determine the potential value and
14 strength of the claims. The available information enabled Class Counsel to assess and value the
15 class and PAGA claims and prepare violation, damages, and penalties analyses models.
16 Accordingly, counsel for the Parties have conducted adequate investigation and discovery to be
17 sufficiently informed of the nature and extent of the Class Members' claims, and to enable both
18 sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The
19 Settlement takes into account the strengths and weaknesses of each side's position and the
20 uncertainty of how the case might have concluded at trial and/or appeals.

21 **ESTIMATE OF THE VALUE OF THE CLAIMS**

22 29. Plaintiff's action alleges that Defendants have violated the California Labor Code
23 and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic
24 scheme of wage abuse against Plaintiff and the Participating Class Members, including *inter alia*,
25 failing to properly compensate overtime and minimum wages, failing to provide compliant meal
26 and rest periods and associated premium pay, failing to timely pay wages during employment,
27 failing to timely pay wages upon termination and associated waiting-time penalties, failing to
28 provide compliant wage statements, failing to maintain requisite payroll records, and failing to

1 reimburse necessary business expenses. Plaintiff further contends that Defendant's aforementioned
2 conduct constitutes unfair business practices (under the California Business and Professions Code
3 ("UCL") and gives rise to civil penalties recoverable under PAGA.

4 30. Based on data provided by Defendants and extrapolated by Plaintiff, the total
5 number of Class Members during the period from March 19, 2017 to September 30, 2025
6 ("relevant time period") was estimated to be approximately 1,504 individuals who worked an
7 estimated total of 106,324 workweeks with an average hourly rate of pay of \$18.38.

8 31. Plaintiff contended that Defendants required Class Members to perform work
9 before clocking-in and after clocking-out of their scheduled shifts and during meal and rest
10 periods. Plaintiff contended that Defendants discouraged the recordation of overtime hours and
11 required Class Members to perform work off-the-clock. Plaintiff contended that Defendants failed
12 to include non-discretionary bonuses and incentives in the calculation of the regular rate when
13 paying overtime wages. Plaintiff also contended that meal and rest periods were regularly missed,
14 later, shortened, and/or interrupted, that Class Members were required to remain on premises
15 during rest breaks, readily available to assist with work tasks, and that Defendants failed to
16 properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiff alleged
17 that Defendants intentionally and willfully failed to pay Plaintiff and Class Members all wages due
18 to them while they were employed by Defendants, within the time period permissible under
19 California law, and that Defendants failed to pay all wages due upon termination, within the time
20 period permissible under California law, thereby triggering waiting-time penalties under California
21 Labor Code section 203. Plaintiff contended that, based on the violations described herein, the
22 wage statements provided by Defendants and the payroll records kept by Defendants were
23 inaccurate. Finally, Plaintiff contended that Defendants failed to reimburse Plaintiff and the other
24 Class Members for necessary business expenses, including, but not limited to, the costs associated
25 with the usage of personal cell phones and vehicles for work duties, and costs associated with the
26 purchase of PPE, scrubs, uniforms, footwear blood pressure cuffs, thermometers, and pulse
27 oximeters, and hand sanitizers to perform their work duties.

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1 32. Class Counsel considered Defendants' arguments, e.g., that the employer's
2 practices, policies, and procedures complied with the law, that Defendants paid Class Members
3 over the California minimum wage for all hours worked, that Defendants correctly paid overtime
4 for all overtime hours worked, that no waiting-time penalties were due because waiting-time
5 penalties only arise from "willful" failure to pay wages due and owing at the time of termination or
6 resignation, that Plaintiff and Class Members suffered no actual injury from the alleged wage
7 statement violations and that this alleged violation and the alleged recordkeeping violation are
8 entirely derivative of the other causes of action, and that a policy and practice of reimbursing
9 employees for necessary business-related expenses exists. Class Counsel also considered the
10 likelihood of Plaintiff's success in establishing that any of provisions of the California Labor Code,
11 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that
12 such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also
13 considered that trial courts have wide discretion when assessing penalties under PAGA, and that it
14 could be determined that individual liability issues predominate (e.g., due to purported variation in
15 shifts, locations, job duties, and other circumstances which could raise individualized questions of
16 fact) and could pose challenges to certification, manageability, and the merits of Plaintiff's claims.

17 33. Class Counsel considered information, data, and documents obtained from Plaintiff,
18 Defendants, and other sources, and created violation, damages, and penalties valuations and
19 models prior to reaching the Settlement. Based thereon, Plaintiff calculated the potential value of
20 the claims. However, the potential value of each claim assumed an exposure based on the above-
21 captioned action having been certified and Plaintiff having proven all elements of the claims and
22 entitlement to monetary recovery in the above-captioned action (on a class-wide and a
23 representative basis), despite risks associated with obtaining and maintaining certification and
24 demonstrating manageability, risks to establishing liability and any underlying California Labor
25 Code and IWC Wage Order violations and damages, and significant additional costs that would
26 have to be incurred in order to certify the above captioned action and establish liability, damages,
27 and penalties amounts in the cases. Plaintiff faced the risk of the Court finding that individualized
28 issues predominate, such that the cases are not suitable for class treatment. While Class Counsel

disagreed with Defendants' arguments and factual contentions, Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, the extensive time and pay records produced by Defendants, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$2,931,352.68 (106,324 workweeks x 1 hours of unpaid overtime wages x overtime hourly rate of \$27.57, which is based on the average hourly rate of \$18.38). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,465,676.34), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$586,270.54), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$117,254.11).
- b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be \$1,954,235.12 (106,324 workweeks x 1 hour of unpaid minimum wages x average hourly rate of \$18.38). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$781,694.05, a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$312,677.62), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$46,901.64).
- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$3,908,470.24 (106,324 workweeks x 2 meal period premium x average hourly rate of \$18.38). At this juncture, a discount

of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,954,235.12), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$586,270.54), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$117,254.11).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$3,908,470.24 (106,324 workweeks x 2 rest period premiums x average hourly rate of \$18.38). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,563,388.10), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$469,016.43), and a discount of 85% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$70,352.46).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendants, it was estimated that approximately 1,152 Class Members had been terminated during the three-year statute of limitations (i.e., from March 19, 2018). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$5,081,702.40 collectively (1,152 individuals x [30 days x hourly rate of \$18.38 x 8 hours]), or approximately \$4,411.20 per individual. At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing

the value of this claim closer to \$1,778,595.84), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$533,578.75), and a discount of 90% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$53,357.88).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be \$2,241,400.00 ([840 initial violations x \$50 statutory penalty] + [21,994 subsequent violations x \$100 statutory penalty]). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$784,490.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$235,347.00), and a discount of 90% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$23,534.70).

h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained infra.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$850,592.00 (106,324 workweeks x \$8.00 unreimbursed business expenses). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$340,236.80), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$119,082.88), and a discount of 90% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to

\$11,908.29).

- j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$1,512,000.00 (840 aggrieved employees estimated to have worked during one-year statutory period x \$1,800 civil penalties). At this juncture a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$604,800.00), and a discount of 70% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to \$181,440.00).

34. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

35. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiff, the Class, Aggrieved Employees, and the State of California. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further

1 litigation, and the costs and risks associated with class certification, representative adjudication,
2 trial, and/or appeals.

3 36. I have reviewed the Court's Checklist for Approval of Class Action and/or Private
4 Attorneys General Act ("PAGA") Settlements and confirm that the moving papers filed herewith
5 comply with the checklist.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct.

8 Executed on this 20th day of May 2026, at Glendale, California.

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10 _____
11 Brian J. St. John
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EXHIBIT 1

LAWYERS FOR JUSTICE

March 15, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: CHANCELLOR HEALTH CARE, INC.; CHANCELLOR HEALTH CARE OF CALIFORNIA VIII, INC.; REVERE COURT MEMORY CARE; REVERE COURT ASSISTED LIVING COMMUNITY

Dear Representative:

We have been retained to represent Sandeep Purewal against Chancellor Health Care, Inc., Chancellor Health Care of California VIII, Inc., Revere Court Memory Care, Revere Court Assisted Living Community (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Chancellor/Revere") for violations of California wage-and-hour laws. Ms. Purewal seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Purewal seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Chancellor/Revere employed Ms. Purewal as an hourly-paid, non-exempt employee from approximately September 2019 to approximately December 2020, in the State of California.

The "aggrieved employees" that Ms. Purewal may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Chancellor/Revere has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Chancellor/Revere required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, washing hands thoroughly in the break room, responding to work related inquiries from managers/supervisors, and completing paperwork. Chancellor/Revere rounded the work time recorded by aggrieved employees, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Purewal and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Purewal and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Chancellor/Revere required Ms. Purewal and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Chancellor/Revere also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Chancellor/Revere failed to pay Ms. Purewal and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Chancellor/Revere failed to pay Ms. Purewal and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Chancellor/Revere did not provide Ms. Purewal and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Chancellor/Revere were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Purewal and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above, and the failure to completely and accurately include the names of any of Ms. Purewal's and other aggrieved employees' employers.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Purewal and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Purewal and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Purewal and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Purewal and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Chancellor/Revere failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Purewal and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Chancellor/Revere did not provide Ms. Purewal and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall

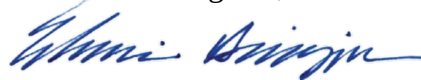
be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Chancellor/Revere failed to pay Ms. Purewal and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Purewal and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Chancellor/Revere failed to pay Ms. Purewal and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Purewal and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Purewal and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Chancellor/Revere. These costs include, but are not limited to, the use of personal phones for business related tasks, the purchasing and maintenance of clothing in compliance with the company dress code, and the purchasing and maintenance of non-slip shoes.

Therefore, on behalf of all aggrieved employees, Ms. Purewal seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Chancellor Health Care, Inc.
Chancellor Health Care of California VIII, Inc.
c/o C T Corporation System
Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Revere Court Memory Care
Revere Court Assisted Living Community
c/o Michel A Augsburger
115 Johnson Street
Windsor, CA 95492

Chancellor Health Care, Inc.
Chancellor Health Care of California VIII, Inc.
Revere Court Memory Care
Revere Court Assisted Living Community
c/o Henry L. Sanchez
JACKSON LEWIS P.C.
Attorney
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017

EXHIBIT 2

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This Agreement shall be binding on Plaintiff, Participating Class Member(s) (as defined herein), the State of California with respect to Aggrieved Employee(s) (as defined herein) and Defendants, subject to the terms and conditions hereof and the approval of the Court.

1.1. “Action” is defined as *Sandeep Purewal v. Chancellor Health Care, Inc.; Chancellor Health Care of California VIII, Inc.; Revere Court Memory Care; Revere Court Assisted Living Community*, filed in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00296929-CU-OE-GDS.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Total Settlement Amount to reimburse 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.

1.5. Attorneys' Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Action and all actual costs incurred and to be incurred by Class Counsel in the Actions, as set forth in Paragraph 3.2.2.

1.6. “Class” or “Class Members” means all current and former hourly-paid or non-exempt employees of Defendants in California who worked for Defendants during the Class Period.

1 1.7. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, Daniel Bass and Brian J. St. John
2 of LAWYERS *for* JUSTICE, P.C.

3 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,
4 possession, or control, including each Class Member’s (1) full name; (2) last known mailing
5 address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and
6 (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s), reclassification
7 dates, and/or separation date(s)) as hourly-paid or non-exempt employees.

8 1.9. “Class Member Address Search” means the Administrator’s investigation and search for
9 current Class Member mailing addresses using all reasonably available sources, methods and
10 means including, but not limited to, the National Change of Address database, skip traces, and
11 direct contact by the Administrator with Class Members.

12 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
13 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
14 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
15 A and incorporated by reference into this Agreement.

16 1.11. “Class Period” means the period from March 19, 2017, through February 28, 2026.

17 1.12. “Class Representative” means the named Plaintiff in the Action, Sandeep Purewal.

18 1.13. “Class Settlement” means the settlement and resolution of all Released Class Claims.

19 1.14. “Court” means the Superior Court of California, County of Sacramento.

20 1.15. “Defense Counsel” means Michael D. Thomas and Andres L. Uriarte of Jackson Lewis
21 P.C.

22 1.16. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
23 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
24 latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement,
25 the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the
26 Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely
27 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues
28

1 a remittitur.

2 1.17. "Enhancement Payment" means the amount approved by the Court to be paid to Plaintiff
3 in recognition of his efforts and work in prosecuting the Action, as set forth in Paragraph ____.

4 1.18. "Final Approval" means the Court's order granting final approval of the Settlement.

5 1.19. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of
6 the Settlement.

7 1.20. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

8 1.21. "Individual Class Payment" means the Participating Class Member's *pro rata* share of the
9 Net Settlement Amount, to be calculated according to the number of Workweeks worked during
10 the Class Period.

11 1.22. "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of the 25%
12 of the PAGA Penalty Amount allocated to Aggrieved Employees, to be calculated according to
13 the number of PAGA Pay Periods worked during the PAGA Period.

14 1.23. "Judgment" means the judgment entered by the Court based upon Final Approval.

15 1.24. "LWDA" means the California Labor and Workforce Development Agency, the agency
16 entitled, under Labor Code section 2699, subd. (i).

17 1.25. "LWDA PAGA Payment" means the 75% of the PAGA Penalty Amount paid to the
18 LWDA under Labor Code section 2699, subd. (i).

19 1.26. "Net Settlement Amount" means the Total Settlement Amount, less the following
20 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
21 Payment, Enhancement Payment, Attorneys' Fees and Costs, and Administration Expenses
22 Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual
23 Class Payments.

24 1.27. "Operative Complaint" means the First Amended Complaint filed in the Action on May
25 19, 2021.

26 1.28. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked
27 for Defendants for at least one day during the PAGA Period, based on hire dates, re-hire dates (as
28 applicable), and termination dates (as applicable).

1 1.29. "PAGA Period" means the period from March 15, 2020, through the end of the Class
2 Period.

3 1.30. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

4 1.31. "PAGA Notice" means Plaintiff's March 15, 2021, letter to Defendants and the LWDA,
5 providing notice pursuant to Labor Code section 2699.3 subd. (a).

6 1.32. "PAGA Penalty Amount" means the total amount of PAGA civil penalties to be paid from
7 the Total Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the
8 LWDA in settlement of PAGA claims.

9 1.33. "PAGA Settlement" means the settlement and resolution of Released PAGA Claims.

10 1.34. "Participating Class Member" means a Class Member who does not submit a valid and
11 timely Request for Exclusion from the Class Settlement.

12 1.35. "Plaintiff" means Sandeep Purewal, the named plaintiff in the Action.

13 1.36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the
14 Settlement.

15 1.37. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval
16 and Approval of PAGA Settlement.

17 1.38. "Released Class Claims" means the claims being released as described in Paragraph 5.2
18 below.

19 1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4
20 below.

21 1.40. "Released Parties" means: Defendants Chancellor Health Care, Inc., Chancellor Health
22 Care of California VIII, Inc., Revere Court Memory Care, and Revere Court Assisted Living
23 Community and any of their former and/or current parents, subsidiaries including Chancellor Health
24 Care of California I, Inc. (Linda Valley Care Center and Linda Valley Villa), Chancellor Health
25 Care of California VII, Inc. (Linda Valley Assisted Living) and Chancellor Health Care of
26 California XIV (the Inn on Villa Lane), affiliates and any other entities that could be considered to
27 have jointly employed the Class Members or Aggrieved Employees as well as each of their officers,
28 directors, managers, owners, executives, partners, executive-level employees, shareholders, agents,

1 attorneys, and any other predecessors, successors, assigns or legal representatives.

2 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be
3 excluded from the Class Settlement signed by the Class Member.

4 1.42. “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class
5 Members and Aggrieved Employees and shall be the last date on which Class Members may: (a)
6 mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement.
7 Class Members to whom Notice Packets are resent after having been returned undeliverable to the
8 Administrator shall have an additional 15 days beyond the Response Deadline has expired.

9 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.44. “Total Settlement Amount” means \$1,050,000.00 (One Million Fifty Thousand Dollars and
12 Zero Cents) which is the total amount Defendants agree to pay under the Settlement, except as
13 provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage
14 Portions of the Individual Class Payments. The Total Settlement Amount will be used to pay
15 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
16 Counsel Fees, Class Counsel Expenses, Plaintiff’s Enhancement Payment, and Administrator’s
17 Expenses.

18 1.45. “Workweek” means any week during which a Class Member worked for Defendants, for
19 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
20 termination dates (as applicable).

21 **2. RECITALS**

22 2.1. On March 15, 2021, Plaintiff provided notice by electronic upload to the Labor and
23 Workforce Development Agency and written notice by certified mail to Defendants of his intent
24 to pursue civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) for
25 Defendants’ alleged violations of the California Labor Code (the “PAGA Notice”).

26 2.2. On March 19, 2021, Plaintiff filed his wage and hour Class Action Complaint for
27 Damages against Defendants, alleging: (1) unpaid overtime; (2) unpaid meal period premiums (3)
28 unpaid rest period premiums; (4) unpaid minimum wages; (5) waiting time penalties; (6) failure

1 to pay timely wages; (7) wage statement violations; (8) failure to keep requisite payroll records;
2 (9) unreimbursed business expenses; (10) unfair competition in violation of the California
3 Business & Professions Code.

4 2.3. On May 19, 2021, after sixty-five (65) days had passed since Plaintiff filed the PAGA
5 Notice, without any action by the LWDA with respect to the alleged Labor Code violations,
6 Plaintiff filed her First Amended Class Action Complaint for Damages & Enforcement Under the
7 Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“FAC”) asserting an
8 additional claim for civil penalties under PAGA against Defendants for the Labor Code violations
9 alleged in the PAGA Notice (“PAGA Action”).

10 2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation with
11 David Rottman Esq. on December 15, 2022. That mediation was unsuccessful and litigation
12 continued.

13 2.5. The Parties participated in a second private mediation, this time with Hon. Daniel Buckley
14 (ret.) on December 13, 2024. This mediation was again, unsuccessful.

15 2.6. On September 30, 2025, the Parties participated in a third mediation, which was again
16 presided over by Hon. Daniel Buckley (ret.) which was ultimately successful, and the Parties
17 agreed to globally resolve all class and PAGA claims in the Action.

18 2.7. The Court has not granted class certification.

19 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
20 other pending matter or action asserting claims that will be extinguished or affected by the
21 Settlement.

22 **3. MONETARY TERMS**

23 3.1. Total Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
24 Defendants promise to pay \$1,050,000.00 as the Total Settlement Amount, unless increased
25 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
26 taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation
27 to pay the Total Settlement Amount (or any payroll taxes) prior to the deadlines stated in Paragraph
28 4.3 of this Agreement. The Administrator will disburse the entire Total Settlement Amount without

1 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as
2 a condition of payment. None of the Total Settlement Amount will revert to Defendants.

3 3.2. Payments from the Total Settlement Amount. The Administrator will make and deduct the
4 following payments from the Total Settlement Amount, in the amounts specified by the Court in
5 the Final Approval:

6 3.2.1. To Plaintiff: An Enhancement Payment to Plaintiff of not more than \$10,000.00 in
7 addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is
8 entitled to receive as a Participating Class Member and Aggrieved Employee. Defendants
9 will not oppose Plaintiff's request for a Enhancement Payment that does not exceed this
10 amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for
11 any Enhancement Payments prior to the Final Approval Hearing. If the Court approves
12 an Enhancement Payment less than the amount requested, the Administrator will retain
13 the remainder in the Net Settlement Amount. The Administrator will pay the
14 Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and
15 liability for employee taxes owed on the Enhancement Payment.

16 3.2.2. To Class Counsel: Attorneys' Fees and Costs of not more than thirty five percent
17 (35%) of the Total Settlement Amount, which, unless escalated pursuant to Paragraph 8.1
18 of this Agreement, is currently estimated to be \$367,500.00, and costs that do not exceed
19 Class Counsel's actual litigation costs in furtherance of the Action. Defendants will not
20 oppose requests for Attorneys' Fees and Costs provided that they do not exceed the
21 amount included in this Paragraph or as escalated pursuant to Paragraph 8.1. Plaintiff
22 and/or Class Counsel will file their request for Attorneys' Fees and Costs with their
23 Motion for Final Approval unless otherwise ordered by the Court. If the Court approves
24 Attorneys' Fees and Costs of less than the amounts requested, the Administrator will
25 allocate the remainder to the Net Settlement Amount. Released Parties shall have no
26 liability to Class Counsel or any other attorney's fees and/or costs arising from any claim
27 to any portion of the Attorneys' Fees and Costs. The Administrator will pay the
28 Attorneys' Fees and Costs using one or more IRS Form(s) 1099. Class Counsel assume

1 full responsibility and liability for taxes owed on the Attorneys' Fees and Costs and holds
2 Defendants harmless, and indemnifies Defendants, from any dispute or controversy
3 regarding any division or sharing of any of these Payments. There will be no additional
4 charge of any kind to either the Participating Class Members or request for additional
5 consideration from Defendants for such work unless Defendants breach this Agreement,
6 including any term regarding funding, and further efforts are necessary from Class
7 Counsel to remedy said breach, including, without limitation, moving the Court to enforce
8 the Agreement. Should the Court approve the Attorneys' Fees and Costs in amounts that
9 are less than the amounts provided for herein, then the unapproved portion(s) shall
10 become a part of the Net Settlement Amount with no funds reverting to the Defendants.

11 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
12 \$20,000.00 except for a showing of good cause and as approved by the Court. To the
13 extent the Administration Expenses are less or the Court approves payment less than
14 \$20,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

15 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
16 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
17 Participating Class Members during the Class Period and (b) multiplying the result by
18 each Participating Class Member's Workweeks.

19 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
20 Class Member's Individual Class Payment will be allocated to settlement of wage
21 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding
22 and will be reported on an IRS Form W-2. The 80% of each Participating Class
23 Member's Individual Class Payment will be allocated to settlement of claims for
24 interest, penalties, and non-wage damages (collectively the "Non-Wage
25 Portion"). The Non-Wage Portions are not subject to wage withholdings and will
26 be reported on IRS Form 1099. Participating Class Members assume full
27 responsibility and liability for any employee taxes owed on their Individual Class
28 Payment.

1 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
2 Class Payments. Class Members who submit a valid Request for Exclusion from
3 the Class Settlement will not receive any Individual Class Payments. The
4 Administrator will retain amounts equal to their Individual Class Payments in the
5 Net Settlement Amount for distribution to Participating Class Members on a *pro*
6 *rata* basis.

7 3.2.5. To the LWDA and Aggrieved Employees: The PAGA Penalty Amount of
8 \$200,000.00 to be paid from the Total Settlement Amount, with 75% (\$150,000.00)
9 allocated to the LWDA PAGA Payment and 25% (\$50,00.00) allocated to the Individual
10 PAGA Payments.

11 3.2.5.1. The Administrator will calculate each Individual PAGA
12 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of
13 the PAGA Penalty Amount (\$50,000.00) by the total number of PAGA Pay
14 Periods worked by all Aggrieved Employees during the PAGA Period and (b)
15 multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
16 Aggrieved Employees assume full responsibility and liability for any taxes owed
17 on their Individual PAGA Payment.

18 3.2.5.2. If the Court approves a PAGA Penalty Amount of less than
19 the amount requested, the Administrator will allocate the remainder to the Net
20 Settlement Amount. The Administrator will report the Individual PAGA
21 Payments on IRS 1099 Forms.

22 4. **SETTLEMENT FUNDING AND PAYMENTS**

23 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records
24 to date, Defendants estimate there are 1,510 Class Members who collectively worked a total of
25 106,324 Workweeks, and 840 Aggrieved Employees who worked a total of 22,456 PAGA Pay
26 Periods.

27 4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the
28 Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft

1 Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain
2 the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no
3 other purpose, and restrict access to the Class Data to Administrator employees who need access
4 to the Class Data to effect and perform their duties under this Agreement. Defendants have a
5 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
6 class member identifying information and to provide corrected or updated Class Data as soon as
7 reasonably feasible. Without any extension of the deadline by which Defendants must send the
8 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
9 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
10 Data.

11 4.3. Funding of Total Settlement Amount. Defendants shall fully fund the Total Settlement
12 Amount by transmitting the funds to the Administrator. The Total Settlement Amount shall be
13 funded by Defendants in six (6) installments, in accordance with the following schedule:

- 14 i. Installment 1: \$150,000.00 funded no later than October 5, 2026.
- 15 ii. Installment 2: \$180,000.00 funded no later than April 1, 2027.
- 16 iii. Installment 3: \$180,000.00 funded no later than October 1, 2027.
- 17 iv. Installment 4: \$180,000.00 funded no later than April 1, 2028.
- 18 v. Installment 5: \$180,000.00 funded no later than October 1, 2028.
- 19 vi. Installment 6: The remaining balance of the Total Settlement Amount, but no less than
20 \$180,000.00, funded no later than April 1, 2029.

21 Defendants will deposit all installments into the settlement account to be established by the
22 Settlement Administrator. In addition to funding the Total Settlement Amount, Defendants shall
23 fund Defendants' share of payroll taxes to be paid in connection with the Total Settlement Amount,
24 at the requisite time for timely disbursement of settlement payments that contain wage components
25 to Class Members.

26 4.4. Payments from the Total Settlement Amount. Within 14 calendar days after Defendants
27 fund Installment 3, the Administrator will issue payments for: (1) all Individual Class Payments to
28 Participating Class Members, (2) all Individual PAGA Payments to Aggrieved Employees, and (3)

1 the Enhancement Payment to Plaintiff. Within 14 calendar days after Defendants fund Installment
2 6 and have fully funded the Total Settlement Amount, the Administrator will issue payments for:
3 (1) the Administration Expenses Payment to itself, (2) the Attorneys' Fees and Costs to Class
4 Counsel, and (3) the LWDA PAGA Payment to the LWDA. Disbursement of the Attorneys' Fees
5 and Costs as well as the Enhancement Payment shall not precede disbursement of Individual Class
6 Payments, and the Individual PAGA Payments.

7 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
8 Individual PAGA Payments and send them to the Class Members via First Class U.S.
9 Mail, postage prepaid. The face of each check shall prominently state the date (not less
10 than 180 days after the date of mailing) when the check will be voided. The Administrator
11 will cancel all checks not cashed by the void date. The Administrator will send checks
12 for Individual Class Payments to all Participating Class Members (including those for
13 whom Class Notice was returned undelivered). The Administrator will send checks for
14 Individual PAGA Payments to all Aggrieved Employees, regardless of whether they
15 submitted a valid Request for Exclusion from the Class Settlement (including those for
16 whom Class Notice was returned undelivered). The Administrator may send Participating
17 Class Members a single check combining the Individual Class Payment and the Individual
18 PAGA Payment. Before mailing any checks, the Settlement Administrator must update
19 the recipients' mailing addresses using the National Change of Address Database.

20 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
21 Members whose checks are returned undelivered without USPS forwarding address.
22 Within 7 days of receiving a returned check the Administrator must re-mail checks to the
23 USPS forwarding address provided or to an address ascertained through the Class
24 Member Address Search. The Administrator need not take further steps to deliver checks
25 to Class Members whose re-mailed checks are returned as undelivered. The
26 Administrator shall promptly send a replacement check to any Class Member whose
27 original check was lost or misplaced, requested by the Class Member prior to the void
28 date.

1 4.4.3. For any Class Member or Aggrieved Employee whose Individual Class Payment
2 check or Individual PAGA Payment check is uncashed and cancelled after the void date,
3 the Administrator shall transmit the funds represented by such checks to the Unclaimed
4 Property Division of the State of California Controller in the name of the Class Member
5 or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements
6 of California Code of Civil Procedure Section 384, subd. (b).

7 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
8 not obligate Defendants to confer any additional benefits or make any additional
9 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
10 specified in this Agreement.

11 **5. RELEASE OF CLAIMS**

12 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
13 and on the date when Defendants fully fund the entire Total Settlement Amount and funds all
14 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
15 Class Members, and Class Counsel will release claims against all Released Parties as follows:

16 5.1. Plaintiff's Release. Plaintiff and his or her respective former and present spouses, heirs,
17 successors, and assigns generally, release and discharge Released Parties from all claims,
18 transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably
19 could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
20 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
21 Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release
22 does not extend to any claims or actions to enforce this Agreement, or to any claims for vested
23 benefits, unemployment benefits, disability benefits, social security benefits, workers'
24 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
25 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to,
26 the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
27 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or
28

1 additional facts or Plaintiff's discovery of them.

2 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
3 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
4 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which
5 reads:

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

10 5.2. Class Released Claims: all Participating Class Members shall release the Released Parties
11 from all claims arising during the Class Period under state, federal, or local law, that were alleged,
12 or reasonably could have been alleged, based on the facts stated in the Operative Complaint
13 including: (1) failure to pay overtime wages under California Labor Code § 510; (2) failure to
14 provide meal periods and/or pay meal period premiums under California Labor Code §§ 226.7,
15 and 512; (3) failure to provide rest periods and/or pay rest period premiums under California Labor
16 Code § 226.7; (4) failure to pay minimum wages under California Labor Code § 1194, *et seq.*; (5)
17 failure to pay timely wages upon termination under California Labor Code § 203; (6) failure to
18 timely pay wages during employment under California Labor Code §§ 204, and 210; (7) failure
19 to provide accurate, itemized wage statements under California Labor Code § 226; (8) failure to
20 keep requisite payroll records under California Labor Code § 1174(d); (9) failure to reimburse
21 business expenses under California Labor Code §§ 2800, and 2802; (10) violation of California's
22 unfair competition law under Business and Professions Code § 17200 *et seq.* (collectively,
23 "Released Class Claims").

24 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
25 release any other claims, including claims for vested benefits, wrongful termination, violation of
26 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
27 workers' compensation, or claims based on facts occurring outside the Class Period.
28

1 5.4. PAGA Released Claims: all Aggrieved Employees and the State of California with respect
2 to Aggrieved Employees shall release the Released Parties from all claims arising during the
3 PAGA Period for civil penalties under the PAGA that were alleged, or reasonably could have been
4 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, I including
5 civil penalties based on: (1) failure to pay overtime wages under California Labor Code § 510; (2)
6 failure to provide meal periods and/or pay meal period premiums under California Labor Code §§
7 226.7, and 512; (3) failure to provide rest periods and/or pay rest period premiums under California
8 Labor Code § 226.7; (4) failure to pay minimum wages under California Labor Code § 1194, *et*
9 *seq.*; (5) failure to pay timely wages upon termination under California Labor Code § 203; (6)
10 failure to timely pay wages during employment under California Labor Code §§ 204, and 210; (7)
11 failure to provide accurate, itemized wage statements under California Labor Code § 226; (8)
12 failure to keep requisite payroll records under California Labor Code § 1174(d); (9) failure to
13 reimburse business expenses under California Labor Code §§ 2800, and 2802 (collectively,
14 “Released PAGA Claims”).

15 **6. MOTION FOR PRELIMINARY APPROVAL**

16 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
17 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
18 Approvals.

19 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
20 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
21 memorandum in support, of the Motion for Preliminary Approval that includes information
22 sufficient for the Court to evaluate whether the consideration being received for the release of
23 class members’ claims is reasonable in light of the strengths and weaknesses of the claims and
24 the risks of the particular litigation as well as a request for approval of the PAGA Settlement
25 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
26 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
27 declaration from the Administrator attaching its “not to exceed” bid for administering the
28 Settlement and attesting to its willingness to serve; competency; operative procedures for

1 protecting the security of Class Data; amounts of insurance coverage for any data breach,
2 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
3 interest with Class Members; and the nature and extent of any financial relationship with
4 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
5 willingness and competency to serve and disclosing all facts relevant to any actual or potential
6 conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm
7 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
8 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
9 (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code
10 section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest
11 Plaintiff and/or Class Counsel may have with Class Members and the Administrator.

12 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
13 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution
14 of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and
15 for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel
16 is responsible for delivering the Court's Preliminary Approval to the Administrator.

17 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
18 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
19 Counsel will expeditiously work together on behalf of the Parties by, in good faith, meeting,
20 conferring, and resolving the disagreement. If the Court does not grant Preliminary Approval or
21 conditions Preliminary Approval on any material change to this Agreement, Class Counsel and
22 Defense Counsel will expeditiously work together on behalf of the Parties by, in good faith, meeting,
23 conferring, modifying the Agreement, and otherwise satisfying the Court's concerns.

24 7. SETTLEMENT ADMINISTRATION

25 7.1. Selection of Administrator. The Parties agree ILYM Group, Inc. is to serve as the
26 Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be
27 bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
28 exchange for payment of Administration Expenses. The Parties and their Counsel represent that

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

3 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
4 Identification Number for purposes of calculating payroll tax withholdings and providing reports
5 state and federal tax authorities.

6 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
7 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
8 468B-1.

9 7.4. Notice to Class Members

10 7.4.1. No later than three (3) business days after receipt of the Class Data, the
11 Administrator shall notify Class Counsel that the list has been received and state the
12 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
13 Class Data.

14 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
15 after receiving the Class Data, the Administrator will send to all Class Members identified
16 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
17 Notice with Spanish translation, substantially in the form attached to this Agreement as
18 Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts
19 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
20 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to
21 calculate these amounts. Before mailing Class Notices, the Administrator shall update Class
22 Member addresses using the National Change of Address database.

23 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
24 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
25 using any forwarding address provided by the USPS. If the USPS does not provide a
26 forwarding address, the Administrator shall conduct a Class Member Address Search,
27 and re-mail the Class Notice to the most current address obtained. The Administrator has
28

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.

7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks, and Requests for Exclusion to the class action only will be extended an additional 15 days beyond the 60 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.

7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort 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 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be

1 excluded. The Administrator's determination shall be final and not appealable or
2 otherwise susceptible to challenge. If the Administrator has reason to question the
3 authenticity of a Request for Exclusion, the Administrator may demand additional proof
4 of the Class Member's identity. The Administrator's determination of authenticity shall
5 be final and not appealable or otherwise susceptible to challenge.

6 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
7 is deemed to be a Participating Class Member under this Agreement, entitled to all
8 benefits and bound by all terms and conditions of the Settlement, including the
9 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
10 regardless whether the Participating Class Member actually receives the Class Notice or
11 objects to the Settlement.

12 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion shall
13 not receive an Individual Class Payment or have the right to object to the Class
14 Settlement. Because future PAGA claims are subject to claim preclusion upon entry of
15 the Judgment, Aggrieved Employees are deemed to release the claims identified in
16 Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment,
17 regardless of whether they submit a valid Request for Exclusion from the Class
18 Settlement.

19 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the
20 Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class
21 Notice is re-mailed) to challenge the number of Class Workweeks (if any) allocated to the Class
22 Member in the Class Notice. The Class Member may challenge the allocation by communicating
23 with the Administrator via mail. The Administrator must encourage the challenging Class Member
24 to submit supporting documentation. In the absence of any contrary documentation, the
25 Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct
26 so long as they are consistent with the Class Data. The Administrator's determination of each
27 Class Member's allocation of Workweeks shall be final and not appealable or otherwise
28 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the

1 calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's
2 determination the challenges.

3 **7.7. Objections to Settlement**

4 7.7.1. Only Participating Class Members may object to the class action components of the
5 Settlement and/or this Agreement, including contesting the fairness of the Settlement,
6 and/or amounts requested for the Attorneys' Fees and Costs and/or Enhancement
7 Payment.

8 7.7.2. Participating Class Members may send written objections to the Administrator, by
9 mail. In the alternative, Participating Class Members may appear in Court (or hire an
10 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
11 A Participating Class Member who elects to send a written objection to the Administrator
12 must do so not later than 60 days after the Administrator's mailing of the Class Notice
13 (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

14 7.7.3. Class Members who submit a valid Request for Exclusion from the Class Settlement
15 have no right to object to the Settlement.

16 7.7.4. Class Members may not object or opt out of either (1) the release of the PAGA
17 claims; or (2) payments for the release of the PAGA claims.

18 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be
19 performed or observed by the Administrator contained in this Agreement or otherwise.

20 7.8.1. **Posting Judgment, Email Address and Toll-Free Number.** The Parties shall provide
21 the Settlement Administrator with a copy of any order regarding Final Approval or
22 Judgment once it is entered by the Court, and the Settlement Administrator shall post the
23 same on its website for sixty (60) calendar days, and this shall satisfy California Rules of
24 Court 3.771(b). The Administrator will also maintain and monitor an email address and
25 a toll-free telephone number to receive Class Member calls and emails.

26 7.8.2. **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will
27 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
28 later than 5 days after the expiration of the deadline for submitting Requests for

1 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
2 containing (a) the names of Class Members who have timely submitted valid Requests
3 for Exclusion (“Exclusion List”); (b) the names of Class Members who have submitted
4 invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from
5 Settlement submitted (whether valid or invalid).

6 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
7 reports to Class Counsel and Defense Counsel that, among other things, tally the number
8 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
9 Exclusion (whether valid or invalid) received, objections received, challenges to
10 Workweeks received and/or resolved, and checks mailed for Individual Class Payments
11 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include
12 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies
13 of all Requests for Exclusion and objections received.

14 7.8.4. Workweek Challenges. The Administrator has the authority to address and make
15 final decisions consistent with the terms of this Agreement on all Class Member
16 challenges over the calculation of Workweeks. The Administrator’s decision shall be
17 final and not appealable or otherwise susceptible to challenge.

18 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
19 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
20 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due
21 diligence and compliance with all of its obligations under this Agreement, including, but
22 not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the
23 re-mailing of Class Notices, attempts to locate Class Members, the total number of
24 Requests for Exclusion from Settlement it received (both valid or invalid), the number of
25 written objections and attach the Exclusion List. The Administrator will supplement its
26 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
27 responsible for filing the Administrator’s declaration(s) in Court.

28 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator

1 disburses all funds in the Total Settlement Amount, the Administrator will provide Class
2 Counsel and Defense Counsel with a final report detailing its disbursements by employee
3 identification number only of all payments made under this Agreement. At least 7 days
4 before any deadline set by the Court, the Administrator will prepare, and submit to Class
5 Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting
6 to its disbursement of all payments required under this Agreement. Class Counsel is
7 responsible for filing the Administrator's declaration in Court.

8 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

9 Based on its records, Defendants estimate that, as of the date of mediation on September
10 30, 2025, (1) there are 1,510 Class Members and 106,324 Total Workweeks during the Class
11 Period and (2) there are 840 Aggrieved Employees who worked 22,456 Pay Periods during the
12 PAGA Period.

13 8.1. Increase in Workweeks. Defendants represent that there are no more than 106,324
14 Workweeks worked during the Class Period. In the event the number of Workweeks worked by
15 Class Members during the Class Period increases beyond 5% or 5,316 Workweeks, then the Total
16 Settlement Amount shall be increased by the *pro rata* percentage increase in excess of 5% over
17 106,324 Workweeks to include the additional Workweeks (e.g., a 7% increase in Workweeks
18 would result in a 2% or \$20,983.62, increase in the Total Settlement Amount).

19 **9. MOTION FOR FINAL APPROVAL**

20 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
21 final approval of the Settlement that includes a request for approval of the PAGA settlement under
22 Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment
23 (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts of these
24 documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and
25 Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any
26 disagreements concerning the Motion for Final Approval.

27 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by
28

1 a Participating Class Member, including the right to file responsive documents in Court no later
2 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
3 Court.

4 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
5 on any material change to the Settlement (including, but not limited to, the scope of release to be
6 granted by Class Members), the Parties will expeditiously work together in good faith to address
7 the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The
8 Court's decision to award less than the amounts requested for the Enhancement Payment,
9 Attorneys' Fees and Costs, Administrator Expenses Payment and/or individual claims of plaintiff
10 for alleged wrongful termination, shall not constitute a material modification to the Agreement
11 within the meaning of this paragraph.

12 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
13 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
14 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
15 (iii) addressing such post-Judgment matters as are permitted by law.

16 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
17 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
18 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
19 respective counsel, and all Participating Class Members who did not object to the Settlement as
20 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
21 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
22 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of
23 the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
24 obligations to perform under this Agreement will be suspended until such time as the appeal is
25 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
26 of the Net Settlement Amount.

27 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
28 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 Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment 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.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants incur 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. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Limitations on Publicity Prior to Preliminary Approval. Plaintiff, Class Counsel,

1 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
2 of Settlement is filed, they and each of them agree not to issue press releases and engage in any
3 publicity regarding the Settlement, except as shall be contractually required to effectuate the terms
4 of the Settlement and respond to inquiries received from Class Members. However, for the limited
5 purpose of allowing Class Counsel to prove their experience and adequacy as class counsel in other
6 actions, Class Counsel may reference the Settlement in the Action for such purposes. This
7 paragraph does not restrict Class Counsel's communications with Class Members in accordance
8 with Class Counsel's ethical obligations owed to Class Members.

9 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
10 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
11 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
12 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
13 to Class Members.

14 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the Parties relating
16 to the Settlement, superseding any and all oral representations, warranties, covenants, or
17 inducements made to or by any Party.

18 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
20 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
21 its terms, and to execute any other documents reasonably required to effectuate the terms of this
22 Agreement including any amendments to this Agreement.

23 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
24 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
25 Settlement Agreement, submitting supplemental evidence and supplementing points and
26 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
27 or content of any document necessary to implement the Settlement, or on any modification of the
28 Agreement that may become necessary to implement the Settlement, or if any disputes arise

1 between the Parties that pertain to the Action or the Settlement, the Parties will seek the assistance
2 of mediator Hon. Daniel Buckley (Ret.) for resolution.

3 11.7. Proof of Financial Distress for Purpose of Settlement. If, in the course of the Parties
4 procuring final approval of the Settlement, Defendants need to prove to the Court, LWDA,
5 Settlement Administrator, or any other entity necessary to approve the Settlement, claims of
6 financial distress and the necessity for a payment plan, Defendants shall provide documentation to
7 support such claims pursuant to Cal. Evid. Code §1152. Any documents shared for purposes of
8 this paragraph shall only be used for purpose of approving this Agreement.

9 11.8. No Prior Assignments. The Parties separately represent and warrant that they have not
10 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
11 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
12 action, or right released and discharged by the Party in this Agreement.

13 11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
14 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
15 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
16 10, as amended) or otherwise.

17 11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
18 modified, changed, or waived only by an express written instrument signed or agreed to by all
19 Parties, their representatives, or their counsel, and approved by the Court. Plaintiff and Defendants
20 expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement,
21 or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
22 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
23 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the
24 use of signatures previously provided by the Parties.

25 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
26 benefit of, the successors of each of the Parties.

27 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
28 governed by and interpreted according to the laws of the state of California, without regard to

1 conflict of law principles.

2 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
3 this Agreement. This Agreement will not be construed against any Party on the basis that the Party
4 was the drafter or participated in the drafting.

5 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
6 during Action and in this Agreement relating to the confidentiality of information shall survive the
7 execution of this Agreement.

8 11.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
9 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
10 in connection with the mediation, other settlement negotiations, or in connection with the
11 Agreement, may be used only with respect to this Agreement, and no other purpose, and may not
12 be used in any way that violates any existing contractual agreement, statute, or rule of court.

13 11.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
14 inserted for convenience of reference only and does not constitute a part of this Agreement.

15 11.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
16 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
17 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

18 11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
19 by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes
20 of this Agreement shall be accepted as an original. All executed counterparts and each of them
21 will be deemed to be one and the same instrument if counsel for the Parties will exchange between
22 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
23 the existence and contents of this Agreement.

24 11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
25 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
26 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
27 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
28 process.

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

IT IS SO AGREED:

By:  2026-02-20 18:22:26 UTC - 24.234.249.69
Nintex AssureSign® 70be13c5-998f-4bbe-8ee8-b3f7012c258a

Plaintiff Sandeep Purewal

Date: 02/20/2026

By: _____
Defendants Chancellor Health Care, Inc.,
Chancellor Health Care of California VIII, Inc.,
Revere Court Memory Care, and Revere Court
Assisted Living Community

Date: _____

AGREED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

By:  _____
Joanna Ghosh
Brian J. St. John
Daniel Bass
Counsel for Plaintiff

Date: February 20, 2026

JACKSON LEWIS P.C.

By: _____
Michael D. Thomas
Andres L. Uriarte
Counsel for Defendants

Date: _____

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

IT IS SO AGREED:

By: _____
Plaintiff Sandeep Purewal

Date: _____

By:  _____
Defendants Chancellor Health Care, Inc.,
Chancellor Health Care of California VIII, Inc.,
Revere Court Memory Care, and Revere Court
Assisted Living Community

Date: 02/27/2026

AGREED AS TO FORM ONLY:

LAWYERS *for* JUSTICE, PC

By: _____
Joanna Ghosh
Brian J. St. John
Daniel Bass
Counsel for Plaintiff

Date: _____

JACKSON LEWIS P.C.

By:  _____
Michael D. Thomas
Andres L. Uriarte
Counsel for Defendants

Date: 2/27/2026

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Sandeep Purewal v. Chancellor Health Care, Inc. et al.

Superior Court of California for the County of Sacramento, Case No. 34-2021-00296929-CU-OE-GDS

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class action settlement, object to the class action settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Sandeep Purewal ("Plaintiff") and Defendants Chancellor Health Care, Inc., Chancellor Health Care of California VIII, Inc., Revere Court Memory Care; and Revere Court Assisted Living Community ("Defendants") (Plaintiff and Defendant are collectively referred to as the "Parties") in the case entitled *Sandeep Purewal v. Chancellor Health Care, Inc. et al.*, Sacramento County Superior Court, Case No. 34-2021-00296929-CU-OE-GDS ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Members" means all current and former hourly-paid or non-exempt employees of Defendants in California who worked for Defendants during the Class Period.

"Class Period" means the period from March 19, 2017, through February 28, 2026.

"Class Settlement" means the settlement and resolution of all Released Class Claims (described in Section III.D below).

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendants in California who worked for Defendants during the PAGA Period.

"PAGA Settlement" means the settlement and resolution of Released PAGA Claims (described in Section III.D below).

"PAGA Period" means the period from March 15, 2020, through February 28, 2026.

II. BACKGROUND OF THE ACTION

On March 15, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of Plaintiff's intent to pursue civil penalties for alleged violations of the California Labor Code ("LWDA Letter"). On March 19, 2021, Plaintiff filed a Class Action Complaint for Damages in the Sacramento County Superior Court, Case No. 34-2021-00296929-CU-OE-GDS. On May 19, 2021, Plaintiff filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("First Amended Complaint").

Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant disputes Plaintiff's claims and denies all liability. Defendant denies all of the material allegations in the Action, denies that it owes Class Members or Aggrieved Employees any remedies, and contends it complied with all applicable laws

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered into the Class Action and PAGA Settlement Agreement ("Agreement," "Settlement," or "Settlement Agreement").

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed [Settlement Administrator] as the administrator of the Settlement ("Settlement Administrator"), Plaintiff Sandeep Purewal as representative of the Class ("Class Representative"), and the following counsel as counsel for the Class ("Class Counsel"):

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Daniel Bass, Esq.
Brian J. St. John, Esq.
Lawyers for Justice, PC

450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Class Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Class Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or Aggrieved Employees. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount to be paid by Defendants is \$1,050,000.00 (the "Total Settlement Amount"). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys' fees in an amount up to 35% of the Total Settlement Amount (i.e., \$367,500.00 if the Total Settlement Amount remains \$1,050,000.00) and reimbursement of actual litigation costs and expenses in an amount up to \$,000.00 ("Attorneys' Fees and Costs") to Class Counsel; (2) Enhancement Payment in an amount up to \$10,000.00 to Plaintiff; (3) Administrator Expenses Payment in an amount up to \$20,000.00 to the Settlement Administrator; and (4) the amount of \$200,000 allocated toward civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA Penalty Amount"). The PAGA Penalty Amount will be distributed 75% (\$150,000.00) to the LWDA ("LWDA PAGA Payment") and the remaining 25% (i.e., \$50,000.00) will be distributed to Aggrieved Employees ("Individual PAGA Payments").

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Individual Class Payment") based on the number of weeks each Class Member worked for Defendants during the Class Period ("Workweeks"). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks worked by all Class Members during the Class Period and multiplied the result by each Class Member's Workweeks to arrive at each Class Members' Individual Class Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Participating Class Members") will be issued payment of their final Individual Class Payment, net of applicable taxes.

Each Individual Class Payment will be allocated as 20% wages, which will be reported on an IRS Form W-2, and 80% penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Class Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Class Payment. The employers' share of payroll taxes and contributions in connection with the wages portion of the Class Payment will be paid by Defendant separately and in addition to the Total Settlement Amount.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% of the PAGA Penalty Amount allocated to them ("Individual PAGA Payment"), based on the number of pay periods during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period ("PAGA Pay Periods"). The Settlement Administrator has divided the amount of the Aggrieved Employees' 25% share of the PAGA Penalty Amount (\$50,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and

multiplied the result by each Aggrieved Employee's PAGA Pay Periods to arrive at each Aggrieved Employees' Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as 100% penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must contact the Settlement Administrator as soon as possible and provide your corrected and/or updated mailing address to the Settlement Administrator; this will make it more likely that you will receive any payments or other notices that may be issued to you.**

B. Your Workweeks and PAGA Pay Periods Based on Defendants' Records

According to Defendants' records:

From March 19, 2017, through February 28, 2026 (i.e., Class Period), you are credited with <<____>> Workweeks.

From March 15, 2020, through February 28, 2026 (i.e., PAGA Period), you are credited with <<____>> PAGA Pay Period(s).

If you wish to challenge the Workweeks credited to you, you must submit a written dispute to the Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**. 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.

C. Your Estimated Individual Class Payment and Individual PAGA Payment

As explained above, your estimated Individual Class Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you. Under the terms of the Settlement:

Your Individual Class Payment is estimated to be \$<<____>>. The Individual Class Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Class Payment.

Your Individual PAGA Payment is estimated to be \$<<____>>.

Payments under the Settlement will only be distributed if the Court approves the Settlement and after the Settlement goes into effect following Defendants' Installment Payments described in Part IV below. The settlement approval process will take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Total Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments all Participating Class Members shall release the Released Parties of the Released Class Claims.

"Released Class Claims" means all Participating Class Members shall release the Released Parties from all claims arising during the Class Period under state, federal, or local law, that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: (1) failure to pay overtime wages under California Labor Code § 510; (2) failure to provide meal periods and/or pay meal period premiums under California Labor Code §§ 226.7, and 512; (3) failure to provide rest periods and/or pay rest period premiums under California Labor Code § 226.7; (4) failure to pay minimum wages under California Labor Code § 1194, *et seq.*; (5) failure to pay timely wages upon termination under California Labor Code § 203; (6) failure to timely pay wages during employment under California Labor Code §§ 204, and 210; (7) failure to provide accurate, itemized wage statements under California Labor Code § 226; (8) failure to keep requisite payroll records under California Labor Code § 1174(d); (9) failure to reimburse business expenses under California Labor Code §§ 2800, and 2802; (10) violation of California's unfair competition law under Business and Professions Code § 17200 *et seq.*

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Total Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the

Individual Class Payments all Aggrieved Employees and the State of California with respect to Aggrieved Employees shall release the Released Parties from all Released PAGA Claims.

“Released PAGA Claims” means all Aggrieved Employees and the State of California with respect to Aggrieved Employees shall release the Released Parties from all claims arising during the PAGA Period for civil penalties under the PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including civil penalties based on: (1) failure to pay overtime wages under California Labor Code § 510; (2) failure to provide meal periods and/or pay meal period premiums under California Labor Code §§ 226.7, and 512; (3) failure to provide rest periods and/or pay rest period premiums under California Labor Code § 226.7; (4) failure to pay minimum wages under California Labor Code § 1194, *et seq.*; (5) failure to pay timely wages upon termination under California Labor Code § 203; (6) failure to timely pay wages during employment under California Labor Code §§ 204, and 210; (7) failure to provide accurate, itemized wage statements under California Labor Code § 226; (8) failure to keep requisite payroll records under California Labor Code § 1174(d); (9) failure to reimburse business expenses under California Labor Code §§ 2800, and 2802.

“Released Parties” means Defendants Chancellor Health Care, Inc., Chancellor Health Care of California VIII, Inc., Revere Court Memory Care, and Revere Court Assisted Living Community and any of their former and/or current parents, subsidiaries including Chancellor Health Care of California I, Inc. (Linda Valley Care Center and Linda Valley Villa), Chancellor Health Care of California VII, Inc. (Linda Valley Assisted Living) and Chancellor Health Care of California XIV, Inc. (The Inn on Villa Lane), affiliates and any other entities that could be considered to have jointly employed the Class Members or Aggrieved Employees as well as each of their officers, directors, managers, owners, executives, partners, executive-level employees, shareholders, agents, attorneys, and any other predecessors, successors, assigns or legal representatives.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$367,500.00 if the Total Settlement Amount is \$1,050,000.00) and reimbursement of litigation costs and expenses in an amount of up to **Dollars (\$,000.00)** (“Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, the State of California and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Action and his broader individual release and waiver of claims. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to any Individual Class Payment and/or Individual PAGA Payment that Plaintiff may be entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty Thousand Dollars (\$20,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, written objections to the Class Settlement, and Challenges to Workweeks, calculating and distributing payments, and preparing and issuing tax forms, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHEN WILL SETTLEMENT PAYMENT BE DISTRIBUTED?

Barring unforeseen circumstances, if the Court grants final approval of the Settlement, Defendants will fund the Total Settlement Amount by way of six (6) installment payments, in accordance with the following schedule: (1) Installment 1 of \$150,000.00 funded no later than October 5, 2026, (2) Installment 2 of \$180,000.00 funded no later than April 1, 2027, (3) Installment 3 of \$180,000.00 funded no later than October 1, 2027, (4) Installment 4 of \$180,000.00 funded no later than April 1, 2028, (5) Installment 5 of \$180,000.00 funded no later than October 1, 2028, (6) Installment 6 of the remaining balance of the Total Settlement Amount, but no less than \$180,000.00, funded no later than April 1, 2029. Defendants will deposit all installments into the settlement account to be established by the Settlement Administrator. In addition to funding the Total Settlement Amount, Defendants shall fund Defendants’ share of payroll taxes to be paid in connection with the Total Settlement Amount, at the requisite time for timely disbursement of settlement payments that contain wage components to Class Members.

Within 14 calendar days after Defendants fund Installment 3, the Administrator will issue payments for: (1) all Individual Class Payments to Participating Class Members, (2) all Individual PAGA Payments to Aggrieved Employees, and (3) the

Enhancement Payment to Plaintiff. Within 14 calendar days after Defendants fund Installment 6 and have fully funded the Total Settlement Amount, the Administrator will issue payments for: (1) the Administration Expenses Payment to itself, (2) the Attorneys' Fees and Costs to Class Counsel, and (3) the LWDA PAGA Payment to the LWDA. Disbursement of the Attorneys' Fees and Costs as well as the Enhancement Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments. Your Individual Class Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Class Payment and/or Individual PAGA Payment (if applicable) may be higher or lower

V. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Class Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request ("Request for Exclusion"), which must: (1) contain the case name and number of the Action entitled *Sandeep Purewal v. Chancellor Health Care, Inc. et al.*, Case No. 34-2021-00296929-CU-OE-GDS; (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature (or signature of your authorized representative); (3) contain a clear statement that you request to be excluded from the Class Settlement; and (4) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]
[Address]

If the Court grants final approval of the Settlement, any Class Member who does not submit a timely and validly Request for Exclusion will not be entitled to receive an Individual Class Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All Aggrieved Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator. Alternatively, or in addition, you can present your objection orally at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Action contain the case name and number of the Action entitled *Sandeep Purewal v. Chancellor Health Care, Inc. et al.*, Case No. 34-2021-00296929-CU-OE-GDS; (2) contain your full name, address, telephone number, last four digits of your Social Security number, and signature (or signature of your authorized representative); (3) state the grounds for your objection; (4) attach any supporting materials that you wish to rely upon for your objection; (5) state whether you are represented by an attorney and identify the attorney; (6) state whether you or your attorney intend to appear at the Final Approval Hearing; and (7) be mailed to the Settlement Administrator at the address listed in Section V.B above, postmarked **no later than [Response Deadline]**.

VI. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 25 of the Sacramento County Superior Court, Hall of Justice, located at 813 6th Street, Sacramento, California 95814, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to. You may appear for the Final Approval Hearing in person or you may appear remotely if you wish to through the Department's Zoom link (<https://saccourt-ca.gov.zoomgov.com/my/ssdept23>) or phone number (Telephone: (833) 568-8864 / ID: 16108301121). Instructions are provided by the Court at: <https://www.saccourt.ca.gov/civil/complex-civil-cases.aspx>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other imaged documents filed in the Action for a fee by visiting the Office of the Clerk of the Court, located at Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento, California 95814, during regular business hours, or online by visiting the following website: <https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.