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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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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

1 This matter has come before the Honorable Jill H. Talley in Department 8A of the
2 Superior Court of the State of California, for the County of Sacramento, on June 12, 2026, at 9:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Sandeep Purewal ("Plaintiff"),
5 individually and on behalf of all others similarly situated and aggrieved employees and Jackson
6 Lewis PC appears as counsel for Defendants Chancellor Health Care, Inc., and Chancellor Health
7 Care of California VIII, Inc., dba Revere Court (together, the "Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "EXHIBIT 1" to the
14 Declaration of Brian J. St. John in Support of Plaintiff's Motion for Preliminary Approval of Class
15 Action Settlement. This is based on the Court's determination that the Settlement falls within the
16 range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
19 the Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
23 each other's respective positions. It further appears to the Court that the Settlement, at this time,
24 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
25 be presented by the further prosecution of the case. It further appears that the Settlement has been
26 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
27 entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys Fees and Costs, Enhancement Payment, PAGA Penalty Amount, Settlement
3 Administration Costs, LWDA PAGA Payment, and payments to the Class Members and
4 Aggrieved Employees provided thereby, appear to be within the range of reasonableness of a
5 settlement that could ultimately be given final approval by this Court. Indeed, the Court has
6 reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
7 finds that the monetary settlement awards made available to the Class Members and Aggrieved
8 Employees are fair, adequate, and reasonable when balanced against the probable outcome of
9 further litigation relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
20 as follows:

21 all current and former hourly-paid or non-exempt employees of Defendant within
22 the State of California at any time from March 19, 2017, through February 28,
23 2026.

24 7. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Brian J. St.
25 John, and Daniel Bass of Lawyers *for* Justice, PC as Class Counsel.

26 8. The Court provisionally appoints Plaintiff Sandeep Purewal as the Class
27 Representative.

28 9. The Court provisionally appoints ILYM Group, Inc., ("ILYM") to handle the
administration of the Settlement ("Administrator").

1 10. Within 14 days after the entry of this Preliminary Approval Order, Defendants
2 shall provide the Administrator, in the form of a Microsoft Excel spreadsheet, with the following
3 information about each Class Member: full name, last-known mailing address, Social Security
4 number, Workweeks during the Class Period, and Workweeks during the PAGA Period
5 (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Notice of Class Action
7 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be
8 provided to Class Members in the manner set forth in the Settlement. The Court finds that the
9 Class Notice appears to fully and accurately inform the Class Members of all material elements of
10 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
11 Request for Exclusion, of Participating Class Members’ right to challenge the Workweeks
12 credited to each of them by submitting a written objection, and of each Participating Class
13 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
14 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
15 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
16 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
17 persons entitled thereto. The Court further orders the Administrator to mail the Class Notice to all
18 Class Members within 14 calendar days of received the Class Data from Defendants, pursuant to
19 the terms set forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
22 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
23 for Exclusion no later than 60 calendar days from the initial mailing of the Class Notice
24 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
25 extended by 15 calendar days from the date of the Response Deadline. Any Class Member who
26 submits a Request for Exclusion from the Class Settlement will not be a Settlement Class Member
27 and will not have any right to object, appeal, or comment on the Class Settlement. Class Members
28 who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound

1 by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and
2 the Final Approval Order and Judgment entered thereon. PAGA Employees will be bound by the
3 PAGA Settlement, irrespective of whether they exercise their option to opt out of the Class
4 Settlement. Class Members may not object or opt out of either (1) the release of the PAGA claims;
5 or (2) payments for the release of the PAGA claims.

6 13. A Final Approval Hearing shall be held before this Court on
7 _____ at _____ a.m./p.m. in
8 Department 23 of the Superior Court of California for the County of Sacramento, located at 720
9 9th Street, Sacramento, California 95814, to determine all necessary matters concerning the
10 Settlement, including: whether the proposed settlement of the case on the terms and conditions
11 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
12 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
13 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
14 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
15 approve the requests for the Individual Class Payments, Individual PAGA Payments, the LWDA
16 PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Plaintiff's Enhancement Payment,
17 and Administrator's Expenses.

18 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
19 Class Counsel Fees, Class Counsel Expenses, Plaintiff's Enhancement Payment, and
20 Administrator's Expenses, with the appropriate declarations and supporting evidence, including
21 the Administrator's declaration, by
22 _____, to be heard at the Final
23 Approval Hearing.

24 15. Only Class Members who do not request exclusion from the Class Settlement may
25 object to the Class Settlement. Class members may submit objections by submitting a written
26 objection to the Administrator, by mail, prior to the Response Deadline or by presenting their
27 objection orally at the Final Approval Hearing, regardless of whether they submitted a written
28 objection. The written objection must be signed by the Participating Class Member and contain all

1 information required by this Settlement Agreement. A Participating Class Member who does not
2 object prior to or at the Final Approval Hearing will be deemed to have waived any objections and
3 will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal
4 or otherwise) to the Settlement. A Participating Class Member who elects to send a written
5 objection to the Administrator must do so not later than 60 days after the Administrator's mailing
6 of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
7 mailed).

8 16. The Settlement is not a concession or admission and shall not be used against
9 Defendants as an admission or indication with respect to any claim of any fault or omission by
10 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
11 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
12 neither the Settlement, nor any document, statement, proceeding or conduct related to the
13 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
14 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
15 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
16 admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damage, or
17 to establish the existence of any condition constituting a violation of, or a non-compliance with
18 state, federal, local or other applicable law, except for legal proceedings concerning the
19 implementation, interpretation, or enforcement of the Settlement.

20 17. In the event the Settlement does not become effective in accordance with the terms
21 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
22 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
23 vacated, and the Parties shall revert back to their respective positions as of before entering into the
24 Settlement Agreement.

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1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the
3 Class Members and Aggrieved Employees, and retains jurisdiction to consider all further
4 applications arising out of or connected with the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: _____

By:

The Honorable Jill H. Talley
Judge of the Superior Court

EXHIBIT 1

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.