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Attorneys for Plaintiff

[Counsel for Defendant on Subsequent Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF YOLO

AMANDA CUNNINGHAM, individually,
and on behalf of all aggrieved employees
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

v.

COTTONWOOD H.C., INC. d/b/a
COTTONWOOD POST-ACUTE REHAB, a
Nevada corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: CV2021-1375

Assigned for All Purposes to:
Honorable Daniel M. Wolk
Department 9

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

File Date: July 29, 2021
Trial Date: None Set

1 **SEYFARTH SHAW LLP**

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8 **SEYFARTH SHAW LLP**

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17 *Attorneys for Defendant*

Plaintiff Amanda Cunningham, on the one hand, and Defendant Cottonwood H.C., Inc. d/b/a Cottonwood Post-Acute Rehab, on the other hand, stipulate as follows:

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff Amanda Cunningham, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant Cottonwood H.C., Inc. d/b/a Cottonwood Post-Acute Rehab, hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“Settlement”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “**Action**” shall mean the civil action entitled *Amanda Cunningham v. Cottonwood H.C., Inc. d/b/a Cottonwood Post-Acute Rehab*, filed in the Superior Court for the County of Yolo on or about July 29, 2021, designated as Case No. CV2021-1375.

2. “**Defendant**” shall mean Cottonwood H.C., Inc. d/b/a Cottonwood Post-Acute Rehab.

3. “**Defense Counsel**” refers to Seyfarth Shaw LLP.

4. “**Effective Date**” refers to the date upon which both of the following occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of Yolo, or other court assuming jurisdiction of this matter; and (ii) the Court’s Judgment approving the Settlement becomes Final. ‘Final’ shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

5. “**LWDA**” refers to the California Labor & Workforce Development Agency.

6. “**PAGA**” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

1 7. **“PAGA Period”** shall mean the time between May 25, 2020 through the date of
2 entry of an order by the Court in this Action approving this Settlement.

3 8. **“PAGA Settlement Members”** shall mean all non-exempt employees employed
4 by Defendant during the PAGA Period.

5 9. **“Plaintiff”** refers to Amanda Cunningham individually and in her capacity as a
6 representative of the State of California on behalf of other aggrieved employees.

7 10. **“Plaintiff’s Counsel”** refers to Justice Law Corporation.

8 11. **“Parties”** collectively refers to Plaintiff and Defendant.

9 12. **“Released Claims”** shall mean any and all claims, whether known or unknown, to
10 recover civil penalties pursuant to PAGA for any alleged violations of California Labor Code
11 sections, including 201-204, 210, 218.5, 221, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194,
12 1197, 1197.1, 1198, 2800, 2802, and the applicable IWC Wage Order for the PAGA Period.

13 13. **“Released Parties”** shall mean Defendant, and all of its past, present, and future
14 parent and subsidiary companies, predecessors, affiliates, holding companies, successors, assigns,
15 employees, officers, directors, insurers, officials, attorneys, personal. Representatives, executors,
16 shareholders and agents, including their respective pension, profit sharing, savings, health, and
17 other employee benefits plans of any nature, the successors of such plans, and those plans’
18 respective current or former trustees and administrators, agents, employees, and fiduciaries.

19 14. **“Settlement Administrator”** refers to Phoenix Class Action Administration
20 Solutions, a qualified, third-party settlement administrator mutually selected by the Parties to
21 administer the terms of the Settlement.

22 **II. RECITALS**

23 1. On May 14, 2021, Plaintiff’s Counsel sent a letter to the LWDA on behalf of
24 Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent
25 herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to
26 the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations
27 referenced in the letter.

1 2. On July 29, 2021, Plaintiff filed a complaint in Yolo County Superior Court, Case
2 No. CV2021-1375, asserting a claim under PAGA against Cottonwood H.C., Inc. d/b/a
3 Cottonwood Post-Acute Rehab, and DOES 1 through 100, inclusive.

4 3. Counsel for all Parties have thoroughly investigated the facts relating to the claims
5 alleged in this Action and have made a thorough study of the legal principles applicable to the
6 claims asserted against Defendant. Based on their investigation and evaluation of this case,
7 Plaintiff's Counsel have concluded that the settlement is fair, reasonable, and adequate in light of
8 all known facts and circumstances, including the defenses asserted by Defendant, potential adverse
9 findings regarding liability, and numerous potential appellate issues.

10 4. Defendant denies, and continues to deny, each and every claim and contention
11 alleged in the Action, and has always maintained that it never engaged in any unlawful acts
12 regarding any of the matters alleged in the Action.

13 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions
14 set forth, the Parties agree as follows:

15 **III. NON-ADMISSION OF LIABILITY**

16 A. Based on the factual and legal issues involved, the expense and time necessary to
17 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the
18 difficulty of proof necessary for purposes of liability, and the relative benefits to the PAGA
19 Settlement Members of an expeditious resolution to the Action, the Parties have concluded that
20 the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the
21 PAGA Settlement Members.

22 B. By entering into this Settlement, Defendant denies any liability for any of the claims
23 in the Action, as well as any other potential or unknown claims based on wage and hour violations
24 under state or federal law. Neither this Settlement, nor any document referred to or contemplated
25 herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used
26 as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault,
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wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE SETTLEMENT PAYMENT

A. The Total Settlement Payment

Defendant shall pay a settlement payment in a total amount of Two Hundred and Sixty Five Thousand Dollars (\$265,000) (the “**Total Settlement Payment**”). The Total Settlement Payment shall include Plaintiff’s Counsel Payment, the General Release Payment, Settlement Administration Costs, and the PAGA Fund as these terms are defined below.

B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs

1. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees not to exceed thirty-eight percent (38%) of the Total Settlement Payment, or \$100,700, and reasonable litigation costs upon proof of receipt (“**Plaintiff’s Counsel Payment**”). Plaintiff’s Counsel will be responsible for submitting all documents to support their request for attorneys’ fees and costs.

2. Defendant will not oppose or object to Plaintiff’s Counsel’s application for attorneys’ fees, not to exceed 38% of the Total Settlement Payment plus all documented and reasonable litigation costs and expenses.

3. In the event that the Court does not approve an award of attorneys’ fees equal to the requested amount, or the Court alters the payment methodology described herein, it will not be considered a material change of the settlement and will not operate to terminate or cancel the agreement, and this Settlement will be enforceable.

4. The Plaintiff’s Counsel Payment shall be paid from the Total Settlement Payment. Any reductions by the Court of Plaintiff’s Counsel’s request for attorneys’ fees or costs shall revert to the PAGA Fund.

C. General Release Payment to Plaintiff

1. Subject to Court approval, Defendant agrees to pay Plaintiff a General Release Payment of up to Ten Thousand Dollars (\$10,000.00), to be paid from the Total Settlement

1 Payment, as an enhancement for her service as the PAGA representative and in exchange for a
2 general release, as set forth below, in addition to any payment she may otherwise receive as a
3 PAGA Settlement Member (**“General Release Payment”**).

4 2. Defendant will not oppose Plaintiff’s request for the General Release
5 Payment. Plaintiff will be responsible for correctly characterizing this compensation for tax
6 purposes and for paying any taxes owing on said amount. The Parties agree that a reduction by the
7 Court of the requested General Release Payment is not a basis for rendering the entire Settlement
8 voidable or unenforceable. Any reductions by the Court of the General Release Payment shall
9 revert to the PAGA Fund.

10 3. Plaintiff shall not receive any additional payments or enhancements other
11 than those expressly provided under this Settlement.

12 **D. Settlement Administration Costs**

13 1. The cost of the Settlement Administrator to implement and complete the
14 settlement process according to the terms of this Settlement, including the costs to calculate
15 payments to individual PAGA Settlement Members and to prepare any necessary tax documents
16 for PAGA Settlement Members are referred to as the **“Settlement Administration Costs,”** and
17 are estimated not to exceed \$3,995.00.

18 **E. PAGA Fund**

19 1. After deducting Plaintiff’s Counsel Payment, the Settlement Administration
20 Costs, and any court-approved General Release Payment, the remainder of the Total Settlement
21 Payment shall be allocated toward payment to the Labor & Workforce Development Agency and
22 PAGA Settlement Members (**“PAGA Fund”**).

23 2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA
24 and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement
25 Members based on his or her proportionate share of the pay periods worked during the PAGA
26 Period.

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1 **V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

2 **A. Deposit of Total Settlement Payment**

3 1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant
4 to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement.
5 The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer
6 ID Number and calculate all settlement checks and payroll deductions and withholdings required
7 under law based on information that will be confidentially furnished by Defendant.

8 2. Within 14 days after the Effective Date, Defendant shall deposit the Total
9 Settlement Payment with the Settlement Administrator.

10 **B. Formula for Calculating Share of PAGA Fund**

11 The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be
12 determined by the following formula:

13 1. The payment to PAGA Settlement Members will be based on the number of pay
14 periods worked by each PAGA Settlement Member during the PAGA Period. Partial weeks will
15 be counted as full pay periods.

16 2. The amount to be paid per pay period worked by a PAGA Settlement Member will
17 be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA
18 Settlement Members by the total number of pay periods worked by all PAGA Settlement Members
19 during the PAGA Period.

20 3. Defendant's records shall be determinative for purposes of calculating the number
21 of pay periods worked and any payments to PAGA Settlement Members.

22 **C. Distribution of PAGA Fund**

23 1. Defendant shall provide the Settlement Administrator with a list of the names, last
24 known addresses, dates of active employment with Defendant during the PAGA Period, and Social
25 Security Numbers for the PAGA Settlement Members, to be furnished within thirty (30) days after
26 the Court issues an Order approving the Settlement. This information is being provided
27 confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat
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1 the information as private and confidential and take all necessary precautions to maintain the
2 confidentiality of the information. This information is to be used only to carry out the Settlement
3 Administrator's duties as specified in this Settlement.

4 2. Within twenty-one (21) days after the Effective Date, the Settlement Administrator
5 shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund,
6 or as otherwise directed by the Court.

7 3. Within twenty-one (21) days after the Effective Date, the Settlement Administrator
8 shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the
9 "**Individual Payment**"), or as otherwise directed by the Court.

10 4. To provide the best notice practicable, any Individual Payment returned to the
11 Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to
12 the forwarding address affixed thereto, if any. If no forwarding address is provided for an
13 Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the
14 best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement
15 Administrator or other mutually agreeable method to locate PAGA Settlement Members and will
16 then mail the Individual Payment to the address identified by the best available technology
17 accessible to the Settlement Administrator or other mutually agreeable method. If no current
18 address is located, the Individual Payment for that individual will be deemed undeliverable. If any
19 PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement
20 Administrator, the Individual Payment for that individual will be deemed undeliverable. The
21 amount of any undeliverable checks will be void and sent to the State of California State
22 Controller's Office in the PAGA Settlement Member's name. However, the PAGA Settlement
23 Members whose checks were undeliverable will still have released the Released Claims. The
24 Parties agree that this results in no unpaid residue under California Civil Procedure Code section
25 384, as the entire PAGA will be paid out to the LWDA and PAGA Settlement Members. Therefore,
26 Defendant will not be required to pay any interest on said amount.

1 5. The Settlement Administrator shall maintain a list of the postmark date for the
2 original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date
3 of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement
4 Members who did not receive the Individual Payment due to the inability to locate a valid address
5 using the procedures described herein or who otherwise could not be located within two attempts
6 at mailing.

7 6. All settlement checks will remain valid and negotiable for 180 days from the date
8 of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by
9 the Settlement Administrator, the dollar value of all checks that remain uncashed for more than
10 180 days will be void and sent to the State of California State Controller's Office in the PAGA
11 Settlement Member's name. However, the PAGA Settlement Members who have not cashed their
12 checks within 180 days from the date of their mailing will still have released the Released Claims.
13 The failure by a PAGA Settlement Member to cash their settlement checks will have no effect on
14 their release of the Released Claims. The Parties agree that this results in no unpaid residue under
15 California Civil Procedure Code section 384, as the entire PAGA will be paid out to the LWDA
16 and PAGA Settlement Members, whether or not the PAGA Settlement Members cash their
17 settlement checks. Therefore, Defendant will not be required to pay any interest on said amount.

18 7. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA
19 Settlement Members who received a payment.

20 **D. Settlement Administration Cost Payment**

21 Within twenty-one (21) days after the Effective Date, Settlement Administrator shall pay
22 the Settlement Administration Costs directly to the Settlement Administrator.

23 **E. Plaintiff's Counsel Payment**

24 Within twenty-one (21) days after the Effective Date, Settlement Administrator shall pay
25 the Plaintiff's Counsel Payment directly to Plaintiff's Counsel.

26 **F. Plaintiff's General Release Payments**

27 Within twenty-one (21) days after the Effective Date, Settlement Administrator shall
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1 provide the General Release Payments directly to Plaintiff's Counsel for delivery to Plaintiff.

2 **VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

3 **A. Claims Released by The LWDA and All PAGA Settlement Members**

4 Upon the date of entry of an order by the Court in this Action approving this Settlement,
5 the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever
6 discharge the Released Parties from any and all Released Claims. As a result of this release, the
7 PAGA Settlement Members will be unable to bring a claim for civil penalties under the California
8 Private Attorneys General Act, California Labor Code §§ 2698 et seq., for any violations of the
9 Released Claims that took place during the PAGA Period.

10 **B. Tax Treatment and Tax Indemnification**

11 PAGA Settlement Members will assume any tax obligations or consequences which may
12 arise from this Settlement. PAGA Settlement Members release any and all claims that they have
13 or may have against Defendant for any claims, demands, deficiencies, levies, assessments,
14 executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any
15 payments made under this Settlement or any compensation provided at any time by Defendant or
16 any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues
17 any action against any PAGA Settlement Members for their individual share of taxes related to
18 any payments made under this Settlement or any compensation provided at any time by Defendant
19 or any of the Released Parties, each PAGA Settlement Member shall be responsible for his or her
20 own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any
21 state or federal taxing authority for the PAGA Settlement Member's share of any state or federal
22 tax obligation. If a PAGA Settlement Member has questions about any liability to any state or
23 federal taxing authority, they should contact the Settlement Administrator. The PAGA Settlement
24 Members should not contact Defendant, any of the Released Parties, or Defense Counsel.

25 **C. Claims Released by Plaintiff**

26 In addition to the Released Claims, upon the date of entry of an order by the Court in this
27 Action approving this Settlement, Plaintiff will generally release any and all claims against the
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Released Parties. This general release of all claims includes any and all claims arising from the employment relationship with the Released Parties, or the separation thereof, including, without limitation, any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans With Disabilities Act; Section 1981 of the Civil Rights Act of 1866; age discrimination under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act; the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, California Labor Code, or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following categories of allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law, including (i) all claims for unpaid overtime; (ii) all claims for unpaid wages; (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all claims for wage statement violations; and (ix) all other penalties recoverable for such claims under PAGA, and the Employee Retirement Income Security Act.

1 For the purpose of implementing a full and complete release and discharge of the Released
2 Parties, Plaintiff expressly acknowledges that the release in this Paragraph is intended to include
3 in its effect, without limitation, all claims she did not know or suspect at the time of execution
4 hereof, regardless of whether the knowledge of such claims, or the facts upon which they might
5 be based, would materially have affected the settlement of this matter, and that the consideration
6 given under this Settlement is also for the release of those claims and contemplates the
7 extinguishment of any such claims. In furtherance of this Settlement, Plaintiff expressly waives all
8 rights provided by California Civil Code section 1542, or other similar statutes that Plaintiff may
9 have against any of the Released Parties. Section 1542 states:

10 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
11 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
12 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
13 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.

14 This general release and waiver of rights under California Civil Code Section 1542 shall
15 include any and all claims based on conduct or omissions that occurred at any time prior to the
16 date of entry of an order by the Court in this Action approving this Settlement.

17 **VII. MISCELLANEOUS PROVISIONS**

18 **A. Voiding the Settlement**

19 A failure of the Court to approve any material condition of this Settlement shall render the
20 entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of
21 Plaintiff or Defendant. Each party may exercise its option to void this Settlement as provided above
22 by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Order
23 failing to approve a material condition of the Settlement has been received by the party seeking to
24 void the Settlement.

25 **B. Mutual Full Cooperation**

26 Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate
27 with each other to accomplish the terms of this Settlement, including, but not limited to, execution
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1 of such documents and to take such other action as may reasonably be necessary to implement the
2 terms herein. The Parties agree to use their best efforts and any other efforts that may become
3 necessary by Order of the Court, or otherwise, to effectuate this Settlement.

4 **C. Parties' Authority**

5 The signatories hereto represent that they are fully authorized to enter into this Settlement.

6 **D. Binding Nature of the Settlement**

7 1. This Settlement shall be binding upon, and inure to the benefit of, the successors or
8 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not
9 directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of
10 action or rights released in the Released Claims in this Settlement. This Settlement also shall be
11 binding upon Plaintiff and the PAGA Settlement Members.

12 2. This Settlement may be amended or modified only by a written instrument signed
13 by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights under
14 this Settlement may be waived except in writing.

15 3. This Settlement and any attached exhibits constitute the entire agreement between
16 Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous
17 agreements, understandings and statements, whether oral or written, whether express or implied,
18 and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or
19 written representations, warranties or inducements have been made to any party concerning this
20 Settlement or its exhibits other than the representations, warranties and covenants contained and
21 memorialized in such documents.

22 4. Paragraph titles or captions contained herein are inserted as a matter of convenience
23 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or
24 any of its provisions. Each term of this Settlement is intended to be contractual and not merely a
25 recital.

26 **E. Joint Drafting of Settlement Documents**

27 1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result
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1 of a series arm's-length negotiations, taking into account all relevant factors, present and potential.

2 2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense
3 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not
4 be construed against any of the Parties.

5 3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them
6 by Defendant shall be used for any purpose other than the settlement of this Action. Specifically,
7 none of the documents provided shall be used to pursue any subsequent claims or litigation against
8 Defendant or the Released Parties.

9 **F. Execution of the Settlement**

10 This Settlement may be executed in one or more counterparts and by facsimile. All
11 executed copies of this Settlement and photocopies thereof shall have the same force and effect
12 and shall be as legally binding and enforceable as the original.

13 **G. No Press Release or Publicity Regarding the Terms of the Settlement**

14 Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they
15 will not issue any media or press release, initiate any contact with the media or the press, respond
16 to any media or press inquiry or have any communications with the media or the press about the
17 fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or
18 refer to the fact or amount of the Settlement, on their websites, social media, any other marketing
19 materials, professional organization such as CELA, or legal publication. Plaintiff and Plaintiff's
20 Counsel will not state on their websites, social media, any other marketing materials, or legal
21 publications, that Defendant engaged in any act contrary to California law, or denied payment
22 owed to individuals classified as independent contractors or employees, or otherwise disparage
23 Defendant, or otherwise identify Defendant. Defendant shall be allowed to report the Settlement
24 or results of this lawsuit if required to do so by public disclosure regulatory requirements or with
25 respect to any financial or other disclosures which in their judgment are necessary.

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1 **H. Continuing Jurisdiction of the Court**

2 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
3 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor
4 and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
5 administration of the benefits of this Settlement.

6 **I. Representations by Plaintiff**

7 Plaintiff acknowledges the following:

8 1. Plaintiff has carefully read and fully understands all of the provisions of this
9 Settlement;

10 2. Plaintiff has had sufficient time, and at least 21 days, to consider this
11 Settlement before signing it;

12 3. Plaintiff may revoke the release of any wage claims under the OWBPA after
13 she signs the Settlement by delivering written notice to Daniel Whang, Seyfarth Shaw LLP, 2029
14 Century Park East, Ste. 3500, Los Angeles, California 90067 before the close of business seven
15 days after she signs this Settlement.

16 4. Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
17 Settlement and acknowledge that she has not been coerced, threatened, or intimidated into
18 executing this Settlement;

19 5. Plaintiff was advised, and hereby is advised in writing, to consider the terms
20 of this Settlement and consult with her attorneys before signing this Settlement.

21
22
23 Dated: March 3, 2022

JUSTICE LAW CORPORATION

24
25 By: 

26 Douglas Han
27 Shunt Tatavos-Gharajeh
28 Josh B. Tran
Attorneys for Plaintiff

1 Dated: March 3, 2022

2
3 By: *Amanda A Cunningham*
4 Amanda Cunningham
5 Plaintiff

6 Dated: March 3, 2022

SEYFARTH SHAW LLP

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9 By: _____
10 Daniel Whang
11 Kathleen McConnell
12 Robin E. Devaux
13 *Attorneys for Defendant*

14 Dated: March 3, 2022

15 By: _____
16 Cottonwood H.C., Inc.
17 Defendant
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1 Dated: March 3, 2022

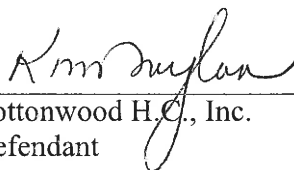
2
3 By: _____
4 Amanda Cunningham
5 Plaintiff

6 Dated: March 3, 2022

SEYFARTH SHAW LLP

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9 By: 
10 Daniel Whang
11 Kathleen McConnell
12 Robin E. Devaux
13 Attorneys for Defendant

14 Dated: March 3, 2022

15 By: 
16 Cottonwood H.C., Inc.
17 Defendant

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On March 10, 2022, I served the foregoing document described as

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

for the following case: **Cunningham v. Cottonwood H.C., Inc. d/b/a Cottonwood Post-Acute Rehab**
LWDA/Court Case No.: **LWDA Case No.: CM- 832327-21**
Court Case No.: CV2021-1375
Yolo County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 10, 2022, at Pasadena, California.



Anna Okada