

EXHIBIT C

Private Attorneys General Act Settlement Agreement

IT IS HEREBY AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and Released Claims shall be settled and resolved pursuant to the following terms and conditions set forth in this Private Attorneys General Act Settlement Agreement (“Agreement”), entered by and between Plaintiff Aireen Bonwell and Silverado Senior Living Management, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” and individually as “Party.”

This Agreement shall be effective upon the date the Court has entered an order approving of a joint stipulation of settlement or motion seeking approval of the Settlement (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Agreement, shall have the following meanings:

1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Bonwell v. Silverado Senior Living Management, Inc.*, Santa Clara Superior Court Case No. 21CV384595, originally filed on July 21, 2021, and pending in Superior Court of the State of California, County of Santa Clara as well as all claims and allegations made in Plaintiff’s LWDA Letters dated July 15, 2021, and July 26, 2021.

2. “Administrator” means Phoenix Settlement Administrators, a neutral third-party administrator that the Parties have agreed to appoint to administer the settlement, subject to approval by the Court, in accordance with the terms of this Agreement.

3. “Administration Costs” means the amount the Administrator will be paid from the Gross 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 approval of this Settlement.

4. “Aggrieved Employee” means all current and former persons employed by Defendant as non-exempt hourly paid employees in California at any point during the period of July 15, 2020, to April 10, 2022, and whom either:

- Received meal period premium or rest period premium pay from Defendant at a rate lower than the regular rate of pay at any point during the time period of July 15, 2020, to April 10, 2022; or
- Was provided with "OT Incentive" or "Coefficient OT Amount" pay on a wage statement from Defendant at any point during the time period of July 15, 2020, to April 10, 2022.

5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known-mailing address, Social Security number, and number of Pay Periods.

6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

7. “Complaint” means the claims and allegations set forth in Plaintiff’s First Amended Complaint for Enforcement under the PAGA, filed with the Court on August 11, 2022, in the Action.

8. “Court” or “Santa Clara Superior Court” means the Superior Court of California for the County of Santa Clara.

9. “Defense Counsel” means Joshua Carlon of Atkinson, Andelson, Loya, Ruud & Romo.

10. “Effective Date” means the date the Court signed an Order and Judgment Approval this Agreement.

11. “Employee Payment” refers to the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

12. “Gross Settlement Amount” is the sum of \$250,000, which represents the total amount payable under this Agreement by Defendant, and will be used to pay the Employee Payments, LWDA PAGA Payment, Plaintiff’s Counsel Fees Payment, Plaintiff’s Counsel Litigation Expenses Payment, Representative Service Payment and the Administration Costs.

13. “Judgment” means the judgment entered by the Court based upon Final Approval.

14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

15. “LWDA Letters” means the claims and allegations set forth in Plaintiff’s correspondence to the LWDA dated July 15, 2021, and July 26, 2021.

16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

17. “Plaintiff’s Counsel” means Edward Choi of the Law Offices of Choi & Associates, and Larry Lee of Diversity Law Group, P.C., the attorneys representing Plaintiff in the Action.

18. “Net Settlement Amount” is the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, Plaintiff’s Counsel Litigation Expenses, Representative Service Payment and Administration Costs. The remainder is to be paid: 25% to Aggrieved Employees as Employee Payments; and 75% to the LWDA as the LWDA PAGA Payment.

19. “PAGA” means the California Labor Code Private Attorneys General Act,

California Labor Code §§ 2698, et seq.

20. “Plaintiff’s Counsel Fees Payment” and “Plaintiff’s Counsel Litigation Expenses Payment” mean the amounts allocated to Plaintiff’s Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

21. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant during the PAGA Period and either: 1) Received meal period premium or rest period premium pay from Defendant at a rate lower than the regular rate of pay; or 2) was provided with "OT Incentive" or "Coefficient OT Amount" pay on a wage statement.

22. “PAGA Notices” means Plaintiff’s July 15, 2021, and July 26, 2021 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

23. “PAGA Period” means the time period from July 15, 2020 to April 10, 2022.

24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

25. “Plaintiff” means Aireen Bonwell, the named plaintiff in the Action.

26. “Approval Order” means the proposed Court Order Granting Approval of Settlement.

27. “Released Claims” means any and all claims under the PAGA alleged in the Complaint or could have been alleged based on the facts pertaining to Plaintiff and the Aggrieved Employees. This includes PAGA claims predicated on alleged violations of the California Labor Code sections 201, 202, 203, 226, 226.7, 512, and the applicable California Industrial Welfare Commission Wage Orders.

28. “Released Parties” means Defendant and its past, present, and future related entities, subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, owners, officers, officials, directors, attorneys, partners, members, personal representatives, executors, investors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans’ respective current or former trustees and administrators, agents, employees, and fiduciaries.

29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

II. RECITALS

1. On July 15, 2021, and July 26, 2021, in her LWDA Letters, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of Labor Code sections 201, 202, 203, 226, 226.7, and 512.

2. Plaintiff filed her operative Complaint against Defendant on August 11, 2022, Plaintiff's Complaint alleged civil penalties pursuant to the PAGA predicated on alleged violations of the Labor Code sections 201, 202, 203, 226, 226.7, 512 and the applicable Industrial Welfare Commission Wage Orders. Defendant denies the allegations in the operative Complaint, denies any failure to comply with the laws identified in the operative Complaint and denies any and all liability for the causes of action alleged.

3. On September 19, 2023, the Parties participated in a mediation before mediator Chris Panetta after undertaking an investigation and exchange of information and documents pertaining to Plaintiff and the Aggrieved Employees. The parties did not resolve that day, but in the subsequent weeks continued to engage in resolution discussions and ultimately the Parties agreed to fully and finally resolve the Action and the Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

4. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

III. OPERATIVE TERMS OF THE AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Notwithstanding the foregoing, this Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered in connection therewith. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement, the Settlement, the Parties' willingness to settle the Action, and any related Court documents or orders are not and may not be cited or admitted as evidence of liability and 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). The Parties agree that representative treatment is for purposes of settlement only.

2. **Gross Settlement Amount.** Defendant agrees to pay \$250,000 and no more as the Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: PAGA Penalties in the amount of \$140,663.49 (which is the Net Settlement Amount) to be paid from the Gross Settlement Amount, with 75% (\$105,497.62) allocated to the LWDA PAGA Payment and 25% (\$35,165.87) allocated to the Employee Payments.

a. The Administrator will calculate each Employee Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$35,165.87) by

the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Employee Payment.

b. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Employee Payments on IRS 1099 Forms.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** Defendant will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to \$83,333.33 ("Plaintiff's Counsel Fees Payment") and litigation costs and expenses in the amount up to \$11,003.18 incurred in prosecuting this Action ("Plaintiff's Counsel Litigation Expenses Payment"), to Plaintiff's Counsel, provided they do not exceed these amounts. In the event the Court approves a payment of less than \$83,333.33 for Plaintiff's Counsel Fees Payment and/or less than \$11,003.18 for Plaintiff's Counsel Litigation Expenses Payment, the difference will be a part of the Net Settlement Amount. If the Court approves Plaintiff's Counsel Fees Payment and/or Plaintiff's Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount.

Released Parties shall have no liability to Plaintiff's counsel or any other plaintiff's counsel arising from any claim to any portion of Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

5. **Representative Service Payment.** Defendant will not oppose Plaintiff's request for a Representative Service Payment to Plaintiff of not more than \$5,000.00 (in addition to any Employee Payment Plaintiff is entitled to receive as an Aggrieved Employee). If the Court approves a Representative Service payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Representative Service Payment.

6. **Administration Costs.** Defendant will not oppose Plaintiff's request for payment in the amount up to (and not to exceed) \$10,000.00 to the Administrator for administering the settlement. In the event the Court approves a payment of less than \$10,000.00 for Administration Costs, the difference will be a part of the Net Settlement Amount. Administration Costs will be reported on an IRS Form 1099 issued to the Administrator.

7. **Released Claims.** Upon the Effective Date, Plaintiff, Aggrieved Employees, and the State of California release the Released Parties from all Released Claims defined in Section I Subsection 27 herein during the PAGA Period. This release of claims only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying

claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remains effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

8. **Release by PAGA Counsel.** Plaintiff's Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Action and the PAGA Period facts stated in the Complaint, LWDA Letter and the PAGA Notice.

9. **Representations by Plaintiff.**

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.

b. Plaintiff acknowledges that she has read this Agreement, that she fully understands her rights, privileges, and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

10. **Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA, a court of law, or legal process, neither Plaintiff nor Plaintiff's Counsel will publicize the terms of this Agreement or issue a press release, hold a press conference, publish information about the settlement, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court.

11. **Motion for Approval of Settlement.** Plaintiff shall prepare and file an application or motion for approval of this Settlement. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator

12. **Dismissal.** The Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Agreement

and the Court's orders within ten (10) calendar days of Defendant providing to the Administrator the Gross Settlement Amount.

IV. ADMINISTRATION OF SETTLEMENT

1. **Administrator.** The Parties have mutually selected Phoenix Settlement Administrators to handle the administration of this settlement, subject to approval by the Court, and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

a. **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

b. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

2. Deposit and Distribution of Gross Settlement Amount.

a. **Aggrieved Employees.** As of the date of the mediation of this matter, Defendant estimated there were 1220 Aggrieved Employees who worked a total of 11,239 Pay Periods.

b. **Aggrieved Employee Data.** Within five (5) calendar days from the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

c. **Funding of Gross Settlement Amount.** Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar

days after the Effective Date, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

d. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Employee Payments, the LWDA PAGA Payment, the Administration Costs, and the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment.

i. The Administrator will issue checks for the Employee Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid under the cover letter, substantially in the form attached hereto as "Exhibit 1" ("Cover Letter"), to each of the Aggrieved Employees identified in the Aggrieved Employee Data. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

ii. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost, misplaced, or requested by the Aggrieved Employee prior to the void date.

iii. For any Aggrieved Employee whose Employee Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

iv. The payment of Employee Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

V. MISCELLANEOUS PROVISIONS

1. No Impact on Employee Benefit Plans. Neither the Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant, if any. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs, if any. The payments made under the terms of this Agreement shall

not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant's benefit plan, policy, or bonus program, if any. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs, if any, to effect this intent, and to make clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs, if any, for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Nothing in this section constitutes or shall be construed as an admission or acknowledgment that any such plan(s), policy(s), and/or bonus program(s) exist and/or are offered by Defendant.

2. **Tax Consequences.** Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

3. **Attorney Authorization.** Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

4. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

6. **Governing Law.** All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

7. **Entire Agreement.** Upon execution, this Agreement and any and all exhibits attached hereto, constitutes the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

8. **Judgment and Continued Jurisdiction.** The Parties agree that this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6,

and the Court, after entry of Judgment and to the fullest extent of the law, shall retain jurisdiction over this Action, the Parties, the Settlement and the Aggrieved Employees solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters that are permitted by law.

a. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9. **Amendment or Modification.** This Agreement, and all parts of it, including any and all exhibits attached to same, may be amended or modified, changed, or waived only by an express written instrument, signed by all Parties or their representatives, subject to approval by the Court.

10. **Authorization to Enter into Binding Agreement.** Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Agreement. Counsel for all Parties represent and warrant that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

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

12. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all settlement funds, Plaintiff and Plaintiff's counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant

unless, prior to the Administrator's payment of all settlement funds, Defendant makes a written request to Plaintiff's Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

13. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.

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

15. **Calendar Days.** Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

16. **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Larry W. Lee
Diversity Law Group, P.C.
Edward W. Choi
Law Offices of Choi & Associates, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071

To Defendant:

Atkinson Andelson Loya Ruud Romo
12800 Center Ct. Dr., # 300
Cerritos, CA 90703
with a copy to

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

18. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable.

19. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

20. **No Waiver.** No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

21. **Cooperation and Execution of Necessary Documents.** The Parties have cooperated in the drafting and preparing of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

22. **Pay Periods** The Gross Settlement Amount was calculated with, and is premised on, the understanding that there are approximately 11,239 Pay Periods worked by Aggrieved Employees during the PAGA Period. To the extent that the forgoing estimate, increases by more than 5% (by 562 pay periods), the Gross Settlement Amount will increase proportionately above the 5% amount. Thus, for example, should there be 11,913 Pay Periods in the PAGA Period (6% higher than the Pay Period estimate), then the Gross Settlement Amount shall be increased by \$2,500 (6% minus 5% multiplied by the Gross Settlement Amount).

23. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Agreement, accepts and agrees to the provisions contained in this Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 1/8/2024

DocuSigned by:
Aileen Bonwell
Aileen Bonwell

DEFENDANT:

Dated: _____

By: _____
Its: _____

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Agreement, accepts and agrees to the provisions contained in this Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 1/8/2024

DocuSigned by:



Aileen Bonwell

DEFENDANT:

Dated: 1/12/2024



By: Kristina Hulse

Its: General Counsel, VP Risk & Legal

EXHIBIT 1

Notice of PAGA Settlement and Release of Claims

Bonwell v. Silverado Senior Living Management, Inc
Santa Clara County Superior Court Case No. 21CV384595

<<EmployeeName>>
<<Address1>> <<Address2>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Santa Clara County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Aireen Bonwell (“Plaintiff”) on behalf of herself and all allegedly aggrieved non-exempt employees who worked for Silverado Senior Living Management, Inc. (“Silverado”) as non-exempt hourly paid employees in California at any point during the period of July 15, 2020, to April 10, 2022, (“PAGA Period.”) and whom either:

- Received meal period premium or rest period premium pay from Silverado at a rate lower than the regular rate of pay at any point during the time period of July 15, 2020, to April 10, 2022; or
- Was provided with "OT Incentive" or "Coefficient OT Amount" pay on a wage statement from Silverado at any point during the time period of July 15, 2020, to April 10, 2022.

In this lawsuit, Plaintiff claims non-compliance with requirements of the California Labor Code relating to the alleged payment of meal and rest premiums at the improper rate, and the alleged failure to properly report certain overtime payments on wage statements. Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other allegedly aggrieved employees under the Private Attorneys General Act (“PAGA”) in conformity with Plaintiff’s PAGA Notices communicated to Silverado and the LWDA on July 15, 2021, and July 26, 2021 (“PAGA Notices.”)

Silverado maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and burden of continued litigation.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: all allegedly aggrieved non-exempt employees who worked for Silverado non-exempt hourly paid employees in California at any point during the period of July 15, 2020, to April 10, 2022 (“PAGA Period.”) and whom either:

- Received meal period premium or rest period premium pay from Silverado at a rate lower than the regular rate of pay at any point during the time period of July 15, 2020, to April 10, 2022; or
- Was provided with "OT Incentive" or "Coefficient OT Amount" pay on a wage statement from Silverado at any point during the time period of July 15, 2020, to April 10, 2022.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the PAGA Period in which you either received a meal period premium or rest period premium at a rate lower than the regular rate of pay and/or were provided with "OT Incentive" or "Coefficient OT Amount" pay on a wage statement. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period in which Aggrieved Employees either received a meal period premium or rest period premium at a rate lower than the regular rate of pay and/or were provided with "OT Incentive" or "Coefficient OT Amount" pay on a wage statement is [INSERT NUMBER].

Your individual PAGA payment is estimated to be <<CheckAmount>>, which is enclosed with this Notice.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods qualifying for each Aggrieved Employee during the PAGA Period divided into the total number of pay periods qualifying for all Aggrieved Employees during the PAGA Period.

III. RELEASE

The Court has approved the Parties' PAGA Settlement Agreement (the "Agreement").

Effective on the date when Silverado fully funds the entire Gross Settlement Amount, Aggrieved Employees will release claims against all Released Parties as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims alleged or that could have been alleged based on the facts alleged in the Operative Complaint and the PAGA Notice that arose during the PAGA Period.

"Released Parties" means: Silverado, as well as its past and present divisions, affiliates, affiliated entities, related entities, parents, subsidiaries, predecessors, successors, joint ventures, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, managers, operators, insurers, representatives, administrators, fiduciaries, subrogees, executors, partners, privies, representatives, consultants, and attorneys.

IV. SETTLEMENT ADMINISTRATION

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call _____ at [INSERT PHONE NUMBER] with any questions. If your check is lost or misplaced, you should contact _____. immediately to request a replacement.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, those residual funds shall be sent by the Administrator to the California State Controller Office's Unclaimed Property Fund in the name(s) and amount(s) of the Aggrieved Employees who did not cash his or her payment check(s).

If you wish, you may inspect the publicly filed documents in this matter, including the full settlement agreement, at the Archives and Records Center of the Court at the following address:

Santa Clara Superior Court
191 North First Street, San Jose, CA95113
Telephone: 408.882.2110