SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VICKIE NICOLE RAND-WASHINGTON, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General, Plaintiff, vs. WEST PICO TERRACE HEALTHCARE & WELLNESS CENTRE, LP, a California limited partnership; PAVILION ON PICO HEALTHCARE & WELLNESS CENTRE, LP, a California limited partnership; COUNTRY VILLA EAST L.P., a California limited partnership; and DOES 1 through 50, inclusive.	Case No.: 21STCV29958 *Assigned for All Purposed to the Honorable Laura Seigle, Dept. 17* **JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE OF CLAIMS** Complaint filed: August 13, 2021 Trial: None Set

JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED, by and between Plaintiff Vickie Nicole Rand-Washington ("Plaintiff"), on behalf of herself individually, the state of California and all other Aggrieved Employees, on the one hand; and Defendants West Pico Terrace Healthcare & Wellness Centre, LP, and Pavilion on Pico Healthcare & Wellness Centre, LP, ("Defendants") on the other hand, subject to the approval of the Court, that the Action is hereby compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of PAGA Settlement and Release, and that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein.

DEFINITIONS

1. "Action" means the court action, entitled "Vickie Nicole *Rand-Washington v. West Pico Terrace Healthcare & Wellness Centre, LP et. al*" Los Angeles County Superior Court Case No. 21STCV29958.

2. "Agreement" or "Settlement Agreement" means this Joint Stipulation of PAGA Settlement and Release of Claims.

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

4. "Aggrieved Employee List" means information regarding the Aggrieved Employees that Defendants shall diligently and in good faith compile from their records and shall be authorized by the Court to transmit in a secure and confidential manner to the Settlement Administrator. The Aggrieved Employees List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Aggrieved Employee's: (1) full name; (2) last known home address; (3) social security number; (5) total number of pay periods worked by each Aggrieved Employee during the PAGA Period.

5. "Approval Hearing" means the hearing to be conducted by the Court after the filing of an appropriate motion by Plaintiff, at which time Plaintiff shall request that the Court approve

the Settlement Agreement, enter the Judgment, and take other appropriate action.

6. "Complaint" means the operative First Amended Complaint filed by Plaintiff on or about September 17, 2021.

7. "Court" means the Superior Court of the State of California for the County of Los Angeles.

8. "Defendants" means West Pico Terrace Healthcare & Wellness Centre, LP, and Pavilion on Pico Healthcare & Wellness Centre, LP.

9. "Defense Counsel" means Fisher & Phillips LLP.

10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters Judgment on its Order Approving the PAGA Settlement; and (b) the Judgment is final. The Judgement is Final on the day the Court enters Judgment.

11. "Gross Settlement Amount" or "GSA" means the maximum amount Defendants shall have to pay in connection with this Agreement, in the amount of Nine Hundred and Eighty-Five Thousand Dollars ($ 985,000.00) and no more, subject to the Escalator Clause set forth below. The Gross Settlement Amount is inclusive of (1) payments to the Aggrieved Employees and the LWDA, (2) Plaintiff's Counsel Award (3) Settlement Administration Costs, and (4) Plaintiff's Incentive Payment.

12. "Individual Settlement Payment" means the amount payable to each Aggrieved Employee under the terms of the Agreement.

13. "Judgment" means the final order and judgment to be entered by the Court granting approval of the Agreement.

14. "LWDA" means the California Labor and Workforce Development Agency.

15. "LWDA Fund" means the 75% of the Net Settlement Amount available for payment to the LWDA.

16. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Plaintiff's Counsel Award, Plaintiff's Incentive Payment, and Settlement Administration Costs.

17. "Notice" means the Notice of PAGA Settlement in a form substantially similar to the form attached hereto as Exhibit A, which shall be subject to Court approval and which the

Settlement Administrator shall mail to each of the Aggrieved Employees in English and Spanish in conjunction with their Individual Settlement Payment.

18. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*

19. "PAGA Notice" means the correspondence submitted by Plaintiff's Counsel to the LWDA on or about July 9, 2021, pursuant to California Labor Code section 2699.3(a)(1).

20. "PAGA Period" means the period from June 9, 2020, through November 17, 2025.

21. "Parties" means Plaintiff and Defendants, collectively.

22. "Party" means either Plaintiff or Defendants, individually.

23. "Aggrieved Employee Fund" means 25% of the NSA that will be distributed amongst the Aggrieved Employees.

24. "Pay Period" means any pay period during which an Aggrieved Employee worked at least 1 day for Defendants as a non-exempt employee in California during the PAGA Period, based on Defendants' records, and which shall be used to calculate Individual Settlement Payments.

25. "Plaintiff" means Plaintiff Vickie Nicole Rand-Washington.

26. "Plaintiff's Counsel" means Protection Law Group, LLP.

27. "Plaintiff's Counsel Award" means the amount that the Court authorizes to be paid to Plaintiff's Counsel for its reasonable attorneys' fees and costs incurred to litigate and resolve this Action, which shall be paid from the Gross Settlement Amount. Plaintiff's Counsel will request attorneys' fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, i.e. Three Hundred and Forty-Four Thousand Seven Hundred and Fifty Dollars ($344,750.00), and the reimbursement of costs and expenses associated with the litigation and settlement of the Action, not to exceed Forty Thousand Dollars ($40,000.00), subject to the Court's approval. Defendants have agreed not to oppose Plaintiff's Counsel's request for fees and reimbursement of costs and expenses in the amount set forth above.

28. "Plaintiff's Incentive Payment" means the amount that the Court authorizes to be paid to Plaintiff in recognition of Plaintiff's effort and the risk taken in assisting with the

prosecution of the Action as provided herein, in the amount of Two Thousand Five Hundred Dollars, ($2,500.00), subject to Court approval.

29. "Released Claims" means all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged based on the facts included in Plaintiff's July 9, 2021, PAGA Letter to the LWDA and alleged in the operative Complaint (collectively, the "Released Claims"). This release shall apply only to claims arising during the PAGA Period and will be binding and effective upon Plaintiff, Aggrieved Employees, the state of California and the LWDA regardless of whether any Aggrieved Employee fails to cash their respective settlement checks.

30. "Released Parties" means Defendants and each of their parents, subsidiaries, divisions and/or affiliates, related organizations or entities, former and present directors, officers, shareholders, owners, managers, members, agents, attorneys, insurers, predecessors, successors, and assigns, including Country Villa East, L.P.

31. "Settlement Administrator" means Phoenix Settlement Administrators.

32. "Settlement Administration Costs" means the reasonable costs and fees of administering the Agreement to be paid from the Gross Settlement Amount, including, but not limited to: (i) printing, mailing, and re-mailing (if necessary) the Notice and payments to the Aggrieved Employees; (ii) preparing and submitting to Aggrieved Employees and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, Plaintiff's Incentive Payment, Plaintiff's Counsel Award, and the PAGA payment to the LWDA; (iv) establishing a Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and (vi) preparing and submitting filings required by law in connection with the payments required by the Agreement.

SETTLEMENT TERMS

33. Binding Settlement: This Agreement shall bind the Parties, all Aggrieved Employees, the state of California, and the LWDA, subject to the terms and conditions hereof and the Court's approval. The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action, and have arrived at

this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

34. Release by Plaintiff and Other Aggrieved Employees: Upon the funding of the Gross Settlement Amount, Plaintiff, all other Aggrieved Employees, the state of California, and the LWDA through Plaintiff as their agent and proxy, shall be deemed to have released the Released Claims arising during the PAGA Period against the Released Parties.

35. Gross Settlement Amount: Subject to the terms and conditions of this Agreement, Defendants shall pay the maximum Gross Settlement Amount ("GSA") of Nine Hundred and Eight-Five Thousand Dollars ($985,000.00) and no more, subject to the Escalator Clause set forth below, as a non-reversionary, all-inclusive amount to settle this Action.

36. Escalator Clause. The Gross Settlement Amount is based on Defendants' representation that the Aggrieved Employees worked a total of approximately 20,993 Pay Periods during the PAGA Period. Should the collective Pay Periods worked by the Aggrieved Employees during the PAGA Period ultimately increase by more than 10% (i.e., by more than 2,099 Pay Periods), Defendants shall have the option to either: (1) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Pay Periods worked by the Aggrieved Employees above 10%. For example, if the number of Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%; or (2) elect to end the PAGA Period on an earlier date at Defendants' discretion in order to ensure that the collective Pay Periods worked by the Aggrieved Employees within the PAGA Period do not exceed 23,092. No later than 9 court days prior the hearing on the Motion for Approval of the PAGA Settlement Defendants will provide a declaration regarding whether the escalation clause has been triggered and, if necessary, whether they intend to increase the Gross Settlement Amount or cut off the PAGA Period. In the unlikely event that an increase in Pay Periods worked by the Aggrieved Employees is discovered following approval of the PAGA Settlement, the Parties will advise the Court of this increase and seek an Amended Order prior to the distribution of the Gross Settlement Amount.

37. Funding and Allocation of the GSA: Defendants shall deposit the GSA with the Settlement Administrator no later than thirty (30) calendar days after the Effective Date.

Defendants shall be deemed to have fully met its payment obligations under this Agreement upon transfer and/or deposit of the GSA and shall assume no responsibility for the security or distribution of settlement funds following transfer and/or deposit of the GSA. Defendants shall have no further obligations under this Agreement after transferring the GSA to the Settlement Administrator. If this Agreement is not finally approved by the Court in full, or is terminated, rescinded, canceled, or fails to become effective for any reason, or if the Effective Date does not occur, then no portion of the Gross Settlement Amount shall be paid by Defendants.

38. <u>GSA Disbursement Recipients</u>: Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as follows:

a. Plaintiff's Incentive Payment. Subject to Court approval, Plaintiff shall be paid an incentive payment not to exceed Two Thousand Five Hundred Dollars ($2,500.00), or any lesser amount as awarded by the Court, for her time and effort in bringing and presenting the Action. Defendants shall not oppose or object to Plaintiff's request for an incentive payment in an amount not to exceed Two Thousand Five Hundred Dollars ($2,500.00). The incentive payment shall be paid to Plaintiff from the Gross Settlement Amount no later than fourteen (14) days after Defendants transfer the GSA to the Settlement Administrator. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for her incentive payment. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her incentive payment and shall hold harmless Defendants, Plaintiff's Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of the incentive payment. Plaintiff's Incentive Payment is in addition to Plaintiff's Individual Settlement Payment. Any amount requested by Plaintiff for an incentive payment and not awarded by the Court shall become part of the Net Settlement Amount.

b. Plaintiff's Counsel Award. Plaintiff's Counsel will apply to the Court for a Plaintiff's Counsel Award in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which amounts to Three Hundred and Forty-Four Thousand Seven Hundred and Fifty Dollars ($344,750.00), and an award of reasonable costs to Plaintiff's Counsel in an amount not to exceed Forty Thousand Dollars ($40,000.00). Subject to the Court's approval, Plaintiff's Counsel shall provide the Settlement Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process the Plaintiff's Counsel Award approved by the Court. In the event that the Court does not approve the entirety of the application for Plaintiff's Counsel Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded by the Court. If the amount awarded is less than the amount requested by Plaintiff's Counsel for Plaintiff's Counsel Award, the difference shall become part of the Net Settlement Amount. Plaintiff's Counsel shall be paid any Court-awarded attorneys' fees and costs no later than fourteen (14) days after Defendants provide the Settlement Administrator with the Gross Settlement Amount. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the Plaintiff's Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the Plaintiff's Counsel Award. The amount awarded by the Court for Plaintiff's Counsel's Award shall be the sole attorneys' fees and costs recoverable by Plaintiff's Counsel in connection with this Action. Plaintiff's Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all potential claims for the attorneys' fees and costs, other than as set forth in this Agreement, that were incurred in connection with this Action and are being paid as part of this Agreement.

c. Settlement Administration Costs. The Settlement Administration Costs, which are estimated not to exceed Eight Thousand Dollars ($8,000.00) shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

39. <u>NSA Disbursement Recipients</u>: Following the foregoing GSA Disbursements of Court approved Plaintiff's Counsel Award, Settlement Administration Costs, and the Plaintiff's Incentive Payment, the remainder of the GSA shall constitute the Net Settlement Amount ("NSA"). Subject to the Court's approval, the NSA will be allocated as follows:

a. To the LWDA. The Settlement Administrator shall pay to the LWDA Seventy-Five percent (75%) of the NSA (the "LWDA Fund").

b. To the Aggrieved Employees. The Settlement Administrator shall pay to the Aggrieved Employees Twenty-Five Percent (25%) of the NSA (the "Aggrieved Employee Fund"), according to the Individual Settlement Payment formula set forth below. The Aggrieved Employees shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the Gross Settlement Amount shall revert to Defendants or result in an unpaid residue.

40. Individual Settlement Payment Calculation. The Settlement Administrator shall calculate each Individual Settlement Payment by: (1) dividing the number of Pay Periods each Aggrieved Employee worked for Defendants during the PAGA Period, based on the Aggrieved Employee List provided by Defendants, by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (2) multiplying the result by the amount of the Aggrieved Employee Fund.

a. Individual Settlement Payments shall be made by check and shall be made payable to each Aggrieved Employee as set forth in this Agreement.

b. Individual Settlement Payments shall be allocated one hundred percent (100%) as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Aggrieved Employee along with the Individual Settlement Payment.

c. Individual Settlement Payments shall remain negotiable for one hundred eighty (180) calendar days from the date of mailing. If an Individual Settlement Payment check remains uncashed after one hundred eighty (180) days from issuance, the Settlement Administrator shall distribute the value of the uncashed check to the State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. In such event, such Aggrieved Employee shall nevertheless remain bound by the Agreement.

d. It is expressly understood and agreed that the receipt of an Individual Settlement Payment shall not entitle any Aggrieved Employee to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor shall it entitle any

Aggrieved Employee to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement Payments provided for in this Agreement are the sole payments to be made to the Aggrieved Employees in connection with this Agreement, with the exception of Plaintiff who will also receive Plaintiff's Incentive Payment, and that the Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received an Individual Settlement Payment. Furthermore, the receipt of Individual Settlement Payment by an Aggrieved Employee shall not, and does not, by itself establish any general, special, or joint employment relationship between and among any Aggrieved Employee and Defendants.

41. <u>No Tax or Legal Advice</u>: It is understood and agreed that neither Defendants nor Defense Counsel, nor Plaintiff's Counsel are providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employees, such Aggrieved Employee assumes all responsibility for the payment of such taxes. Plaintiff and the Aggrieved Employees should consult with their tax advisors concerning the tax consequences of the Individual Settlement Payment they receive pursuant to this Agreement.

42. <u>Tax Consequences</u>: Defendants make no representations or warranties with respect to the tax consequences of the payments made under this Agreement. Plaintiff agrees and understands that she is responsible for payment, if any, of local, state, and/or federal taxes on the payment made as consideration herein. Plaintiff further agrees to indemnify and hold Defendants harmless from any claims, demands, deficiencies, penalties, interest, assessments, judgments, or recoveries by any government agency against Defendants for any amounts claimed due on account of (a) Plaintiff's failure to pay or delayed payment of federal or state taxes, or (b) damages sustained by Defendants by reason of any such claims, including attorneys' fees and costs.

43. <u>Circular 230 Disclaimer</u>: The Parties acknowledge that (1) no provision of this

Agreement, and no written communication or disclosure between or among the Parties, Plaintiff's Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any such communications or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

44. Approval of Settlement: Plaintiff shall be responsible for moving the Court to approve the Agreement and enter the Judgment. The Parties agree to work diligently and cooperatively to have this Agreement presented to the Court for approval, including working cooperatively in good faith to address any questions raised by the Court and making any amendments required by the Court to make any immaterial changes with counsels' signatures. Plaintiff's Counsel will be responsible for drafting the Motion for Approval of the PAGA Settlement and all documents necessary to obtain the Court's approval of the Agreement. Defendants agree that they will not oppose Plaintiff's Motion for Approval of the PAGA Settlement.

45. Submissions to LWDA: Plaintiff's Counsel shall submit a copy of this Agreement to the LWDA at the same time it is submitted to the Court in accordance with the requirements set forth in Section 2699(l)(2). Plaintiff's Counsel shall also be responsible for submitting to the LWDA a copy of the Court's judgment and any other orders that award or deny penalties to the LWDA.

46. Settlement Administration: The Parties agree to select Phoenix Class Action Settlement Administrators as the Settlement Administrator. Settlement Administration shall include performing a single address follow up on any returned mail, and the calculation, processing, and mailing of all Individual Settlement Payments and tax forms, if required, to the Aggrieved Employees and tax authorities. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Agreement. The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and from which payments outlined in the Agreement shall be made. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

a. Wiring Instructions. As soon as practicable and no later than three (3) business days following the Effective Date, the Settlement Administrator shall provide to Defendants complete wiring instructions for the GSA, including, without limitation, the name of the account, name of the bank, routing number, and bank account number or such other pertinent information which might be required by Defendants in order to effectuate payment in accordance with the terms of the Agreement.

b. Aggrieved Employees List. Within fourteen (14) calendar days of the Effective Date, Defendants shall deliver to the Settlement Administrator the Aggrieved Employees List for purposes of mailing the Notice and Individual Settlement Payments to Aggrieved Employees.

c. Notice by First Class U.S. Mail. Upon receipt of the Aggrieved Employees List, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within fourteen (14) days of receiving the Gross Settlement Amount from Defendants as provided herein, the Settlement Administrator shall mail copies of the Notice and each Aggrieved Employee's respective Individual Settlement Payments, to all Aggrieved Employees via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Aggrieved Employee. The Parties agree that this procedure for notice provides the best notice practicable to Aggrieved Employees and fully complies with due process.

d. Undeliverable Settlement Payments. Any Individual Settlement Payment returned to the Settlement Administrator as non-deliverable shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to obtain an updated mailing address by the use of skip-tracing within five (5) business days of receiving the returned Individual Settlement Payment. If an updated mailing address is identified, the Settlement Administrator shall promptly resend the Individual Settlement Payment to the Aggrieved Employee whose payment was returned as non-deliverable no later than three (3) business days from when the updated mailing address is obtained. If any payment returned as non-deliverable is returned for an individual who is a current employee of Defendants, and an updated delivery address cannot be located by the Settlement Administrator, the Settlement Administrator shall contact Defendants' Counsel and Defendants shall attempt to obtain an updated mailing address from the individual.

e. Determination of Individual Settlement Payments. The Settlement Administrator shall determine eligibility for, and the amount of, each Individual Settlement Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Payment shall be binding upon the Aggrieved Employees and the Parties, yet subject to review by Plaintiff's Counsel, Defense Counsel, and the Court. Defendants' records shall be presumed accurate.

f. Disputes Regarding Administration of Settlement. Any dispute not resolved by the Settlement Administrator concerning the administration of the Agreement shall be resolved by the Court.

g. Post-Distribution Declaration: Within two hundred (200) calendar days of distributing the GSA, the Settlement Administrator shall provide to the Parties, for filing with the Court, a declaration verifying, under oath, that the Settlement Administrator has made disbursement of the GSA pursuant to the terms of this Agreement and the Court's Judgement. In this declaration, the Settlement Administrator shall also provide an explanation of efforts to resend Notice Returns, a summary of claims paid, how many and the total amount of settlement checks that went uncashed, how many and the amounts that were undeliverable, and when the uncashed settlement funds were sent to the State Controller.

h. Monitoring and Reviewing Settlement Administration. The Parties have the right to monitor and review the administration of the Agreement to verify that the monies allocated under the Agreement are distributed in the correct amount, as provided for in this Agreement.

47. Best Efforts: The Parties agree to use their best efforts to carry out the terms of this Agreement.

48. Disputes: Should there be any dispute between the parties as to the remaining terms of the Agreement after the parties have exhausted all efforts to meet and confer in good faith about any such dispute, the Parties shall submit the dispute to the Court for its assistance in resolving the dispute.

49. Nullification of Settlement: If the Court fails to approve this Agreement for any reason, the Parties agree to meet and confer in good faith to exhaust all efforts to obtain approval of this Agreement from the Court. If the Court ultimately fails to approve this Agreement and all meet-and-confer efforts between the Parties have been exhausted, this Agreement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void from the beginning, and this Agreement and any documents related to it shall not be used in any other civil, criminal, or administrative action against Defendants or any of the other Released Parties. In the event an appeal is filed from the Judgment, or any other appellate review is sought, administration of the Agreement shall be stayed pending final resolution of the appeal or other appellate review.

50. Adequacy of Consideration: The Parties agree that the consideration described herein constitutes adequate consideration for the Agreement and releases described herein.

51. No Publicity: The Parties and counsel agree that no Party or his/its counsel shall issue any press release to the news media, or communicate in any way with any news media,

concerning the Agreement or the litigation.

52. Exhibits and Headings: The terms of this Agreement include the terms set forth in any attached Exhibit(s), which are incorporated by this reference as though fully set forth herein. The Exhibits to this Agreement are an integral part of the Agreement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only.

53. Amendment or Modification: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

54. Entire Agreement: This Agreement and any attached Exhibits constitute the entire Agreement between the Parties, and no oral or written representations, warranties, or inducements have been made to Plaintiff or Defendants concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in this Agreement and its Exhibits. No other prior or contemporaneous written oral agreements may be deemed binding on the Parties.

55. Authorization to Enter into Settlement Agreement: Plaintiff's Counsel and Defense Counsel warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions 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, Plaintiff's Counsel, and Defense Counsel shall cooperate with each other and use their best efforts to effectuate the implementation of the Agreement. In the event that the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the Court to resolve such disagreement. The individuals signing this Agreement on behalf of Defendants represent and warrant that they are authorized to sign on behalf of Defendants. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Agreement to a third-party. Plaintiff acknowledges that she has read this Agreement, that she fully understands her rights, privileges, and duties under the Agreement, and enters 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. Additionally, the Parties have cooperated in the drafting and preparation of this Agreement. Hence, in any construction made of this Agreement, the same shall not be construed against any of the Parties.

56. Fees and Costs: The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Agreement and in connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

57. Binding on Successors and Assigns: This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

58. California Law Governs: All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

59. Counterparts: This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

60. Jurisdiction of the Court: Following entry of the Judgment, the Court shall retain jurisdiction under California Code of Civil Procedure 664.6 with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties, Plaintiff's Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the terms embodied in this Agreement and all orders and judgments entered in connection therewith. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

61. Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Award, 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.

62. Invalidity of Any Provision: Before declaring any term or provision of this Agreement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

63. No Admission of Liability or Representative Manageability for Other Purposes: This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Agreement only. If, for any reason the Court does not approve this Agreement, Defendants' reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. This Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).

64. 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 Aggrieved Employee Data provided to Plaintiff's Counsel by Defendants' in connection with the mediation, other settlement negotiations, or in connection with this Agreement, may be used only with respect

to this Agreement, 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 Settlement Administrator discharges its obligation to pay out of all settlement funds, Plaintiff's Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants.

65. Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles

Dated: 04/29/26

PLAINTIFF

By: Vickie Nicole Rand-Washington (Apr 29, 2026 17:21:45 EDT)

Vickie Nicole Rand-Washington

Dated: ______________

DEFENDANT

WEST PICO TERRACE HEALTHCARE & WELLNESS CENTRE, LP,

By: ______________________________

Name: ______________________________

Title: ______________________________

Dated: ______________

DEFENDANT

PAVILION ON PICO HEALTHCARE & WELLNESS CENTRE, LP,

By: ______________________________

Name: ______________________________

Title: ______________________________

to this Agreement, 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 Settlement Administrator discharges its obligation to pay out of all settlement funds, Plaintiff's Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants.

65. Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles

Dated: ____________

PLAINTIFF

By: ______________________
Vickie Nicole Rand-Washington

Dated: 04/30/2026

DEFENDANT

WEST PICO TERRACE HEALTHCARE & WELLNESS CENTRE, LP,

By: Meshulem Weiss

Name: Meshulem Weiss

Title: Administrator

Dated: 04/30/2026

DEFENDANT

PAVILION ON PICO HEALTHCARE & WELLNESS CENTRE, LP,

By: Meshulem Weiss

Name: Meshulem Weiss

Title: Administrator

APPROVED AS TO FORM

Dated: April 30, 2026

PROTECTION LAW GROUP, LLP

By: Kristy Connolly

Kristy Connolly
D. Luke Clapp

Dated: May 5, 2026

FISHER & PHILLIPS, LLP

By: Rassa

Grace Horoupian
Rassa Ahmadi

EXHIBIT A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Rand-Washington v. West Pico Terrace et. al
Superior Court of the State of California for the County of Los Angeles
Case No. 21STCV29958

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

[Name]
[Address Line 1]
[Address Line 2]

Dear [Name]:

You are receiving this Notice because you are eligible to receive money as a result of a court-approved settlement in the above-referenced action (the "Lawsuit").

What Is This Lawsuit About?

In the Lawsuit, Plaintiff Vickie Nicole Rand-Washington ("Plaintiff") asserted claims for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA") against Defendants West Pico Terrace Healthcare & Wellness Centre, LP and Pavilion Healthcare & Wellness Centre LLP ("Defendants"), on behalf of herself, the state, and other current and former hourly-paid, non-exempt employees that worked for Defendants.

Defendants and Plaintiff have agreed to settle the case. You are eligible to participate in the settlement because you have been identified as an "Aggrieved Employee." Aggrieved Employees include all hourly-paid non-exempt employees who were employed by Defendants in California at any time between June 9, 2020, and November 17, 2025. The lawsuit only applies to a claim for penalties under PAGA.

What Are The Terms Of The Settlement?

Plaintiff and Defendants reached a settlement of $985,000.00, which was reviewed and approved by the Court. Portions of the settlement amount go to the State of California's Labor and Workforce Development Agency, to Plaintiff's counsel, to the Settlement Administrator, and to Plaintiff. The remaining settlement amount goes to the Aggrieved Employees. Defendants' records show that you are an Aggrieved Employee and are entitled to a pro rata share of the settlement based on the number of pay periods you worked for Defendants between June 9, 2020, and November 17, 2025.

The Court has not decided whether Plaintiff's claims or Defendants' defenses to those claims, are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable.

As a result of this Settlement, you, Plaintiff and the State of California through Plaintiff as its agent and proxy shall release Defendants and each of their parents, subsidiaries, affiliates, former and present directors, officers, shareholders, owners, members, agents, attorneys, insurers, predecessors, successors, and assigns including Country Villa East, L.P. (the "Released Parties") from all claims for civil penalties under PAGA that were alleged or that reasonably could have been alleged based on the facts included in Plaintiff's July 9, 2021, PAGA Letter to the LWDA and alleged in the operative Complaint, and which arose between June 9, 2020, and November 17, 2025 (the "Released Claim"). This means you cannot file a suit against Defendant for claims arising under PAGA during this period based on these same allegations asserted by Plaintiff.

What Should I Do Now?

Enclosed with this Notice is your settlement check in the amount of: $____________. You may immediately deposit your enclosed settlement check and need not take any further action. Your settlement amount represents penalties and will be reported on an IRS Form 1099.

The settlement check shall remain valid for one hundred eighty (180) days. Checks remaining un-cashed for more than 180 days after issuance will be tendered to the California Department of Unclaimed Property.

Who Are The Attorneys For Plaintiff?

Protection Law Group, LLP
149 Sheldon Street
El Segundo, CA 90245
Phone: (424) 290-3095

kristy@protectionlawgroup.com
luke@protectionlawgroup.com

How Can I Get More Information?

The pleadings and other records in this litigation may be examined online on the Los Angeles County Superior Court's website, located at ________________________.

You can also telephone or send an email to the Settlement Administrator using the following contact information:

Settlement Administrator
Email Address:
Mailing Address:
Telephone:

PLEASE DO NOT TELEPHONE THE COURT, DEFENDANT, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE. THE COURT IS NOT ABLE TO PROVIDE ANY INFORMATION OR ADVICE REGARDING THIS NOTICE.