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

JENNIFER BANDA, as an aggrieved employee pursuant to the Private Attorneys General Act (“PAGA”), on behalf of the State of California and other non-party Aggrieved Employees,

Plaintiff,

vs.

SUMMITT HILLS 85, LLC, a California limited liability company; COMPASS SENIOR LIVING, LLC, an Oregon limited liability company; CSL - ORANGEVALE, LLC, an Oregon limited liability company; CSL - REDDING, LLC, an Oregon limited liability company; CSL - WILDWOOD PROPERTY, LLC, an Oregon limited liability company; CSL-YUCAIPA, LLC, an Oregon limited liability company; ELDERGOOD – RED BLUFF, LLC, an Oregon limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. BCV-22-100965

PAGA SETTLEMENT AGREEMENT

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval, Plaintiff Jennifer Banda (“Plaintiff”) and Defendants Summit Hills 85,
3 LLC (“Summit Hills”); Compass Senior Living, LLC (“Compass”); CSL - Orangevale, LLC; CSL –
4 Redding, LLC; CSL – Wildwood Property, LLC; CSL – Yucaipa, LLC; Eldergood – Red Bluff, LLC
5 (collectively, “Defendants” and with Plaintiff, the “Parties”), hereby agree to the following binding
6 settlement (“Settlement” or “Settlement Agreement”) of Plaintiff’s lawsuit entitled *Jennifer Banda v.*
7 *Summit Hills 85, LLC, et al.*, Kern County Superior Court, Case No. BCV-22-100965 and AAA Case No.
8 01-23-0000-5531.

9 **DEFINITIONS**

10 The following definitions are applicable to this Settlement Agreement. Definitions contained
11 elsewhere in this Settlement Agreement will also be effective:

12 1. “Action” means the lawsuit entitled *Jennifer Banda v. Summit Hills 85, LLC, et al.*, Kern
13 County Superior Court, Case No. BCV-22-100965 and AAA Case No. 01-23-0000-5531.

14 2. “Aggrieved Employees” means all persons who were employed by Defendants in
15 California at The Pointe at Summit Hills as non-exempt, hourly-paid employees at any time from February
16 15, 2021 through August 10, 2024.

17 3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and
18 approved by the Court for Plaintiff’s Counsel’s litigation and resolution of the Action, and all out-of-pocket
19 costs incurred and to be incurred by Plaintiff’s Counsel in the Action.

20 4. “Court” means the Superior Court for the State of California, County of Kern.

21 5. “Gross Settlement Amount” means the maximum settlement amount of One Hundred
22 Eighty Thousand Dollars (\$180,000) to be paid by Defendants in full satisfaction of all Settled Claims
23 arising from the Action, of which Compass will pay One Hundred Thirty-Five Thousand Dollars
24 (\$135,000) and Summit Hills will pay Forty-Five Thousand Dollars (\$45,000).

25 6. “LWDA” means the California Labor and Workforce Development Agency.

26 7. “Order and Judgment” means the order and judgment entered by the Court that approves
27 this Settlement Agreement.

28 8. “PAGA Notice” means the letter submitted on behalf of Plaintiff to the LWDA dated

February 15, 2022, as amended and supplemented on August 9, 2024.

9. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees and Costs, Service Award, and Settlement Administrator Costs.

10. “Plaintiff’s Counsel” means Capstone Law APC.

11. “Service Award” means the amount to be paid to Plaintiff as payment for her service on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of her employment with Defendants.

12. “Settled Claims” means any and all claims for PAGA civil penalties under the California Labor Code, IWC Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in the Action with respect to Plaintiff, the LWDA, and/or Aggrieved Employees based on the facts alleged in the Action and PAGA Notice during the Settlement Period.

13. “Settlement Period” means February 15, 2021 through August 10, 2024.

BACKGROUND

14. On April 22, 2022, Plaintiff initiated the Action. The operative complaint is the First Amended Complaint, which alleges one cause of action under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) based on various alleged Labor Code violations. Defendants contend Plaintiff’s claims are subject to arbitration but for this Settlement, and nothing in this Settlement or seeking judicial approval of same may be construed as a waiver of Defendants’ right to enforce any arbitration agreements.

15. Defendants deny and dispute all of the allegations in the Action and deny that they have committed or are liable for any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. Defendants further deny that any of their current and former employees is an “aggrieved employee” or that Defendants should be held liable to Plaintiff or any other current or former employee as alleged in the Action. Defendants contend that, at all times and in good faith, they properly complied with applicable law. Defendants have vigorously defended against the claims in the Action and, but for this Settlement, would continue to do so.

16. On May 10, 2024, the Parties participated in a full-day mediation with mediator Lou Marlin, an experienced and highly respected employment law mediator. The Action did not settle at

1 mediation. However, the Parties continued their settlement discussions. With Mr. Marlin's expert
2 guidance, the Parties eventually negotiated a complete settlement, which is memorialized herein.

3 17. Throughout the Action, the Parties have engaged in extensive discovery. The Parties
4 reached this settlement only after conducting extensive investigation of the facts and law. The fact
5 investigation included informal discovery, including the production of Defendants' corporate practices
6 and policies, wage statements, expense reports, time and pay records, and Plaintiff's employment
7 records. The Parties believe and agree this Agreement provides for a fair, adequate, and reasonable
8 resolution of the Claims and have arrived at the Settlement after extensive, arms-length negotiations in a
9 full-day private mediation, taking into account all relevant factors, present and potential.

10 18. The Parties and their counsel recognize the expense and length of continued proceedings
11 necessary to litigate the disputes through trial and through any possible appeals. The Parties have also
12 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
13 delays inherent in such litigation. The Parties and their counsel are aware of the burdens of proof
14 necessary to establish liability for the claims alleged, and the affirmative and other defenses asserted.
15 Thus, reaching this Settlement now has the potential for having a higher value today than it might have
16 later if the Litigation were to continue. Based on the foregoing, Plaintiff has determined that the
17 Settlement is fair and promotes PAGA's objectives.

18 19. Labor Code section 2699(s)(2) provides that "[t]he superior court shall review and
19 approve any settlement of any civil action filed pursuant to this part." Accordingly, the Parties will seek
20 an order from the Court approving this Agreement pursuant to California Labor Code section 2699(s)(2)
21 and entering judgment incorporating by reference the terms and conditions of this Agreement.

22 TERMS

23 20. Gross Settlement Amount. In consideration for Plaintiff's promises and representations
24 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,
25 Defendants agree to pay the Gross Settlement Amount as set forth herein, to settle, resolve, and fully
26 discharge the Settled Claims. The Gross Settlement Amount is all-in, meaning it will be used to pay
27 without limitation: (a) Attorneys' Fees and Costs; (b) Plaintiff's Service Award; (c) Settlement
28 Administration Costs; and (d) payments to Plaintiff, Aggrieved Employees and the LWDA for their

1 share of the PAGA Penalties Fund, all as approved by the Court. In the event any amount is not
2 approved by the Court, such amount will be added to the PAGA Penalties Fund as set forth herein and
3 will not be grounds for objecting to or voiding the Settlement. No portion of the Gross Settlement
4 Amount will be retained by, or revert to, Defendants.

5 21. Funding of the Settlement. Within thirty (30) calendar days after notice of entry of the
6 Order and Judgment (“Funding Date”), Defendants will deposit the Gross Settlement Amount into a
7 Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator, as follows: (a)
8 Defendant Compass will deposit One Hundred Thirty-Five Thousand Dollars (\$135,000), and (b)
9 Defendant Summit Hills will pay Forty-Five Thousand Dollars (\$45,000). A default by one defendant
10 shall not be construed as a default by the other defendant, but the entire Gross Settlement Amount must
11 be funded by Defendants for this Settlement Agreement, and specifically the release, to take effect.
12 Within fourteen (14) calendar days of the full funding of the Gross Settlement Amount, the Settlement
13 Administrator will issue payments from the QSF to: (a) Aggrieved Employees; (b) the LWDA; (c)
14 Plaintiff; (d) Plaintiff’s Counsel; and (e) itself, in the amount set forth herein and approved by the Court.
15 The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments
16 issued under this Settlement.

17 22. PAGA Penalties Fund. The PAGA Penalties Fund shall be calculated by deducting from
18 the Gross Settlement Amount, the Attorneys’ Fees and Costs, Service Award, and Settlement
19 Administration Costs, all in the amounts approved by the Court. This is a non-reversionary settlement and
20 any amount not approved by the Court shall be added to the PAGA Penalties Fund for distribution as set
21 forth herein and shall not be a basis to revoke or object to the Settlement. The PAGA Penalties Fund is
22 estimated to be \$86,000. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund
23 will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved
24 Employees according to the following formula:

25 22(a) Defendants will calculate: (i) the total number of pay periods worked by each
26 Aggrieved Employee during the Settlement Period, and (ii) the total number of pay
27 periods worked by all Aggrieved Employees during the Settlement Period.

28 22(b) To determine each Aggrieved Employee’s payment from the PAGA Penalties

1 Fund, Defendants will use the following formula: Settlement Payment = 25% of
2 PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee
3 during the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved
4 Employees during the Settlement Period].

5 22(c) Defendants estimate that Aggrieved Employees worked a combined total of
6 approximately Three Thousand Nine Hundred Seventy-Three (3,973) pay periods
7 during the Settlement Period. If the actual number of pay periods worked by
8 Aggrieved Employees is greater than Ten Percent (10%) of this estimate, then
9 Defendants have the option to either: (i) increase the Gross Settlement Amount on
10 a proportional basis above Ten Percent (10%) with each Defendant contributing to
11 the increase in an amount that is proportional to their contribution to the Gross
12 Settlement Amount (for example, if there is an Eleven Percent (11%) increase in
13 the number of pay periods during the Settlement Period, then Defendants would
14 agree to increase the Gross Settlement Amount by One Percent (1%), i.e., \$1,800,
15 with Defendant Compass contributing \$1,350 and Defendant Summit Hills
16 contributing \$450); or (ii) elect to end the Settlement Period on an earlier date in
17 order to limit the covered pay periods to no more than Four Thousand Three
18 Hundred Seventy (4,370) pay periods in lieu of paying an increase to the Gross
19 Settlement Amount.

20 23. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or
21 motion by Plaintiff's Counsel for attorneys' fees of up to Sixty Thousand Dollars (\$60,000), plus the
22 reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation
23 and settlement of the Action (including expert/consultant fees, investigations costs, etc.), of up to Twenty
24 Thousand Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount. Any portion
25 of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties
26 Fund. Neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the
27 Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or
28 disbursements, except as expressly provided herein.

1 24. Service Award and General Release. For a general release of all claims Plaintiff may
2 have against Defendants arising out of her employment, and for her service on behalf of the LWDA and
3 Aggrieved Employees, Defendants agree not to oppose or impede any application or motion by Plaintiff
4 for a service award of up to Ten Thousand Dollars (\$10,000).

5 24(a) General Release. Upon Defendants' funding of the Gross Settlement Amount,
6 Plaintiff will be deemed to have fully released and discharged Defendants and their
7 owners, members, parent entities, sister entities, related and/or affiliated entities
8 subsidiaries, insurers, investors, directors, officers, employees, managers,
9 supervisors, assigns, heirs, beneficiaries, predecessors, successors, attorneys,
10 agents, and representatives, and all others related to them, and each of them
11 (collectively, the "Released Parties"), from any and all rights, claims, causes of
12 action, primary rights, demands, liabilities, obligations, contracts, damages,
13 penalties, complaints, charges, grievances, and duties, whether legal, equitable or
14 contractual, asserted or not asserted, known or unknown, suspected to exist or not
15 suspected to exist, which Plaintiff now has, may have, claims to have or may claim
16 to have against the Released Parties, or any of them, arising prior to or on the date
17 of this Settlement Agreement, including without limitation: (1) Plaintiff's claims
18 in the Action and PAGA Notices; (2) any claims under federal, state, and/or local
19 law (all as amended) that could have been asserted in any legal action or
20 proceeding against the Released Parties, including any claims under any provision
21 of the California Labor Code, California Industrial Welfare Commission Wage
22 Orders, California Fair Employment and Housing Act; California Government
23 Code; California Corporations Code, California Business and Professions Code;
24 California Civil Code; California Constitution; Title VII of the Civil Rights Act of
25 1964, 42 U.S.C. §§ 2000 et seq.; Americans with Disabilities Act, 42 U.S.C. §§
26 12101 et seq.; Employee Retirement Income Security Act of 1974, 29 U.S.C. §§
27 1001 et seq.; Fair Labor Standards Act; National Labor Relations Act, and all of
28 their implementing regulations and interpretive guidelines; (3) wrongful

1 termination, discrimination, harassment, and/or retaliation, lost wages, benefits,
2 other employment compensation, emotional distress, medical expenses, other
3 economic and non-economic damages, attorney fees, and costs, including but not
4 limited to violations of the California Fair Employment and Housing Act, Age
5 Discrimination in Employment Act "ADEA;" (4) unlawful or tortious conduct
6 such as assault or battery; background check violations; defamation; detrimental
7 reliance; fiduciary breach; fraud; indemnification; intentional or negligent
8 infliction of emotional distress; interference with contractual or other legal rights;
9 invasion of privacy; loss of consortium; misrepresentation; negligence (including
10 negligent hiring, retention or supervision); personal injury; promissory estoppel;
11 public policy violation; retaliatory discharge; safety violations; posting or records-
12 related violations; wrongful discharge; or other federal, state or local statutory or
13 common law matters; and (5) and any other form of relief or remedy of any kind,
14 nature, or description whatsoever, whether premised on statute, contract, tort, or
15 other theory of liability under state, federal, or local law (the "Released Claims").
16 Provided, however, this release shall not include claims for workers' compensation
17 benefits. This release includes a waiver of rights under California Civil Code
18 Section 1542, as further set forth herein.

19 24(b) Civil Code section 1542 Waiver. Plaintiff has read and understands California
20 Civil Code Section 1542, which provides:

21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
22 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
23 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
24 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
25 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
26 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
27 **DEBTOR OR RELEASED PARTY.**

28 24(c) Having been so apprised, Plaintiff elects to waive the benefits of Section 1542, and

1 further elects to and does assume all risks for any and all claims, whether known
2 or unknown, suspected or not suspected, arising from the subject matter of this
3 Settlement Agreement, including but not limited to the Released Claims, and
4 knowingly and voluntarily releases the Released Parties from any and all liability
5 and claims arising out of such matters.

6 24(d) Plaintiff represents and warrants that Plaintiff has not sold, assigned, transferred,
7 subrogated or otherwise disposed of any interest in the Released Claims, or any of
8 them, and Plaintiff agrees to indemnify, defend and hold harmless the Released
9 Parties, and each of them, from any and all liability and claims arising out of any
10 such sale, assignment, transfer, subrogation, or other disposition.

11 25. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force
12 and effect even if the full amount of Service Award sought by Plaintiff is not ultimately awarded by the
13 Court.

14 26. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-
15 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
16 responsible for establishing a qualified settlement fund ("QSF"), preparing and issuing notices, responding
17 to inquiries, preparing status reports as needed, and calculating and issuing payments and appropriate tax
18 forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement
19 Administration Costs will be paid from the Gross Settlement Amount. Settlement Administration Costs
20 are estimated at Four Thousand Dollars and Zero Cents (\$4,000.00).

21 27. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
22 will present this Settlement Agreement to the Court for approval at the earliest possible hearing date. Prior
23 to or concurrently therewith, Plaintiff shall also submit a copy of this Agreement to the LWDA as required
24 pursuant to PAGA. The Parties will request that the Court issue an Order and Judgment approving and
25 incorporating by reference the terms and conditions of the Settlement Agreement and closing the case after
26 settlement administration is complete.

27 28. List of Aggrieved Employees. Within twenty-one (21) calendar days after notice of entry
28 of the Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all

1 Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in
2 Microsoft Office Excel and will include each Aggrieved Employee’s full name; most recent mailing
3 address and telephone number; Social Security number; the respective number of pay periods during
4 which each Aggrieved Employee worked during the Settlement Period; and any other relevant information
5 needed to calculate settlement payments. For purposes of this Agreement, the list provided by Defendants
6 shall be the official information to be used for this Settlement. The Aggrieved Employee List shall be
7 provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat
8 the information as private and confidential and take all necessary precautions to maintain its
9 confidentiality. This information is to be used only to carry out the Settlement Administrator’s duties as
10 specified in this Settlement.

11 29. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
12 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
13 explanatory letter, in substantially the same form attached hereto as **Exhibit A**. Prior to mailing, the
14 Settlement Administrator will perform a search based on the National Change of Address Database for
15 information to update and correct for any known or identifiable address changes. Any checks returned as
16 non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S.
17 Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
18 Administrator will promptly attempt to determine the correct address using a skip-trace, or other search
19 using the name, address or Social Security number of the Aggrieved Employee involved, and will then
20 perform a single re-mailing.

21 29(a) Checks will remain negotiable for 180 days. Unclaimed funds will be tendered to
22 the California State Controller as unclaimed property in the name of each such
23 Aggrieved Employee, unless otherwise ordered by the Court.

24 29(b) All settlement payments to Aggrieved Employees will be treated as miscellaneous
25 income for which a 1099 will be issued.

26 30. Settled Claims and Limited Release. Upon the Funding Date, Plaintiff, the State of
27 California and LWDA, and all Aggrieved Employees shall be deemed to have fully, finally, and forever
28 released, relinquished, and discharged the Released Parties for all Settled Claims.

1 31. No Right to Exclusion or Objections by Representative Action Members. Because this
2 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
3 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
4 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
5 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
6 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also
7 agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

8 32. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein
9 will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
10 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
11 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is
12 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts
13 to which any Aggrieved Employee may be entitled under any benefit plans.

14 33. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that
15 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
16 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
17 right herein released and discharged.

18 34. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
19 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
20 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and
21 the Parties will be returned to their original respective positions.

22 35. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
23 will have continuing jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as
24 permitted by law, solely for purposes of addressing: (i) the interpretation and enforcement of the terms of
25 the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be
26 appropriate under court rules or as set forth in this Settlement.

27 36. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
28 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding

1 on the Parties.

2 37. Amendment or Modification. This Settlement Agreement may be amended or modified
3 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
4 Parties, and approved by the Court.

5 38. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
6 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
7 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to
8 this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate
9 the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and
10 use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach
11 agreement on the form or content of any document needed to implement the Settlement, or on any
12 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
13 may seek the assistance of the Court to resolve such disagreement.

14 39. Binding. This Settlement Agreement shall bind and inure to the benefit of the Parties
15 hereto, including Plaintiff, the State of California, the LWDA, Aggrieved Employees, and to their
16 respective successors, assigns, legatees, heirs, and personal representatives. Although some Aggrieved
17 Employees might not receive the notice as provided under this Agreement, due to inability to locate their
18 current address following the procedures set forth in this Agreement, such individuals shall nonetheless be
19 bound by all of the terms of this Agreement and the order approving the Settlement.

20 40. California Law Governs. All terms of this Settlement Agreement will be governed by and
21 interpreted according to the laws of the State of California.

22 41. Execution and Counterparts. This Settlement Agreement may be executed in one or more
23 counterparts. Facsimile, pdf, or other copies of signatures of any Party hereto, including by DocuSign,
24 shall be deemed to be an original signature for all purposes. All executed counterparts and each of them,
25 including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will
26 be deemed to be one and the same instrument.

27 42. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this

1 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
2 they are each represented by competent counsel and that they have had an opportunity to consult with
3 their counsel regarding the fairness and reasonableness of this Settlement.

4 43. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
5 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
6 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

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

11 45. Captions. The captions and section numbers in this Settlement Agreement are inserted
12 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
13 provisions of this Settlement Agreement.

14 46. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
15 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
16 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

17 47. Enforcement Action. In the event that one or more of the Parties institutes any legal
18 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
19 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
20 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
21 expert witness fees incurred in connection with any enforcement actions.

22 48. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
23 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
24 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
25 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
26 all Parties have contributed to the preparation of this Settlement Agreement.

27 49. Representation By Counsel. The Parties acknowledge that they have been represented
28 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and

1 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
2 in full.

3 50. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
4 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
5 Settlement Agreement.

6 51. Binding Agreement. The Parties warrant that they understand and have full authority to
7 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
8 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
9 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
10 under federal or state law.

11 52. Denial of Liability. The Parties expressly recognize that the making of this agreement does
12 not in any way constitute an admission or concession of wrongdoing on the part of Defendants nor does it
13 constitute a waiver by Defendants to challenge the propriety of the PAGA claims, including whether
14 PAGA claims are appropriate for adjudication on a representative basis. Nothing in this Settlement, nor
15 any action taken in implementation thereof, nor any statements, discussions or communications, nor any
16 materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties
17 to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other
18 judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation
19 of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation
20 or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding
21 in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or
22 any orders or judgments of the Court entered into in connection therewith.

23 53. No Initiated Publicity. Plaintiff's Counsel shall not take any action or initiate to publicize,
24 or cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this
25 settlement or its terms, in any type of mass media, including, but not limited to, speeches, press
26 conferences, press releases, interviews, television or radio broadcasts, blogs, websites, newspapers,
27 Internet posting, Facebook, Instagram, Twitter or any other social media, or information furnished to legal
28 news media, including but not limited to Bloomberg Law, Law 360, and the Daily Journal. Plaintiff's

Counsel shall not refer to Defendants by name in its public marketing materials, law firm websites, or posting with any other organizations, such as the California Employment Lawyers Association (“CELA”). Plaintiff’s Counsel further agrees and warrants that if they were contacted by media outlets regarding this case, they will simply state that the lawsuit exists and has been resolved. Nothing in this paragraph will prevent Plaintiff’s Counsel from discussing information in the public record about the settlement in future court filings for purposes of, e.g., establishing adequacy of counsel, or seeking approval of comparable wage and hour settlements.

READ CAREFULLY BEFORE SIGNING

APPROVED AS TO FORM AND CONTENT

PLAINTIFF

Dated: 10/21/2024

DocuSigned by:
Jennifer Banda
37807891FF47467...

Jennifer Banda

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
Summit Hills 85, LLC

DEFENDANT

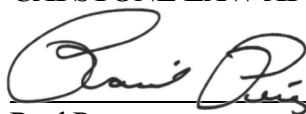
Dated: _____

William Forsyth, Manager
Compass Senior Living, LLC; CSL - Orangevale, LLC; CSL – Redding, LLC; CSL – Wildwood Property, LLC; CSL – Yucaipa, LLC; Eldergood – Red Bluff, LLC

APPROVED AS TO FORM ONLY

CAPSTONE LAW APC

Dated: 10/23/2024



Raul Perez
Attorneys for Plaintiff Jennifer Banda

Counsel shall not refer to Defendants by name in its public marketing materials, law firm websites, or posting with any other organizations, such as the California Employment Lawyers Association ("CELA"). Plaintiff's Counsel further agrees and warrants that if they were contacted by media outlets regarding this case, they will simply state that the lawsuit exists and has been resolved. Nothing in this paragraph will prevent Plaintiff's Counsel from discussing information in the public record about the settlement in future court filings for purposes of, e.g., establishing adequacy of counsel, or seeking approval of comparable wage and hour settlements.

READ CAREFULLY BEFORE SIGNING

APPROVED AS TO FORM AND CONTENT

PLAINTIFF

Dated: _____

Jennifer Banda

DEFENDANT

Dated: 9/17/2024

David Dougherty
[Name of Authorized Signatory] David Dougherty
Summit Hills 85, LLC

DEFENDANT

Dated: _____

William Forsyth, Manager
Compass Senior Living, LLC; CSL - Orangevale,
LLC; CSL - Redding, LLC; CSL - Wildwood
Property, LLC; CSL - Yucaipa, LLC; Eldergood -
Red Bluff, LLC

APPROVED AS TO FORM ONLY

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Jennifer Banda

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READ CAREFULLY BEFORE SIGNING

APPROVED AS TO FORM AND CONTENT

PLAINTIFF

Dated: _____

Jennifer Banda

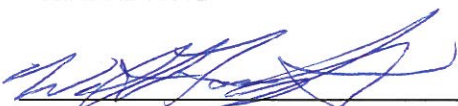
DEFENDANT

Dated: _____

[Name of Authorized Signatory]
Summit Hills 85, LLC

DEFENDANT

Dated: 9/27/24



William Forsyth, Manager
Compass Senior Living, LLC; CSL - Orangevale, LLC; CSL - Redding, LLC; CSL - Wildwood Property, LLC; CSL - Yucaipa, LLC; Eldergood - Red Bluff, LLC

APPROVED AS TO FORM ONLY

CAPSTONE LAW APC

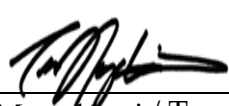
Dated: _____

Raul Perez
Attorneys for Plaintiff Jennifer Banda

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**GORDON REES SCULLY MANSUKHANI,
LLP**

Dated: 9/30/24



Roger Mansukhani / Tom T. Nagashima
Attorneys for Defendant Summit Hills 85, LLC

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Dated: _____

Marlene Moffitt
Attorneys for Defendants Compass Senior Living,
LLC; CSL - Orangevale, LLC; CSL – Redding, LLC;
CSL – Wildwood Property, LLC; CSL – Yucaipa,
LLC; Eldergood – Red Bluff, LLPressed Juicery, Inc.

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**GORDON REES SCULLY MANSUKHANI,
LLP**

Dated: _____

Roger Mansukhani
Attorneys for Defendant Summit Hills 85, LLC

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Dated: September 27, 2024



Marlene Morfitt
Attorneys for Defendants Compass Senior Living,
LLC; CSL - Orangevale, LLC; CSL – Redding, LLC;
CSL – Wildwood Property, LLC; CSL – Yucaipa,
LLC; Eldergood – Red Bluff, LLPressed Juicery, Inc.

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Jennifer Banda v. Summit Hills 85, LLC, et al.*, Case No. BCV-22-100965
(Kern County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Jennifer Banda v. Summit Hills 85, LLC, et al.*, Case No. BCV-22-100965 (Kern County Superior Court) (the “Action”).

The Action was filed against Defendants Summit Hills 85, LLC; Compass Senior Living, LLC; CSL - Orangevale, LLC; CSL – Redding, LLC; CSL – Wildwood Property, LLC; CSL – Yucaipa, LLC; Eldergood – Red Bluff, LLC (collectively, “Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Defendants on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny Plaintiff’s allegations and dispute all of Plaintiff’s claims.. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]