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Attorneys for Plaintiff Edith Quilalang Paulos, individually,
and on behalf of all others similarly situated.

[Additional counsel listed on following page]

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

EDITH QUILALANG PAULOS, individually
and on behalf of all others similarly situated,

Plaintiffs,

vs.

HEIGHT STREET SKILLED CARE, LLC;
and DOES 1 through 20, inclusive,

Defendants.

Case No. BCV-22-100870

*Assigned for all purposes to:
Hon. David Zulfa
Division: J*

JOINT STIPULATION OF SETTLEMENT

GORDON REES SCULLY MANSUKHANI, LLP

Peter Choi (SBN 249482)

Cecilia J. Hong (SBN 308227)

633 West Fifth Street, 52nd Floor

Los Angeles, CA 90071

Telephone: (213) 576-5043

Attorneys for Defendant:

HEIGHT STREET SKILLED CARE, LLC

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval
2 of the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Edith Quilalang Paulos (“Named
7 Plaintiff”) and the Class Members, on the one hand, and Defendant Height Street Skilled Care,
8 LLC (“Height Street” or “Defendant”), on the other hand. Named Plaintiff and Defendant
9 collectively are referred to in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Three Hundred Twenty-
12 Five Thousand Dollars and Zero Cents (\$325,000.00) as provided in Section 3.06(a) below (“Gross
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
14 consideration set forth herein, including but not limited to, a release of all claims by Named
15 Plaintiff and the Class Members as set forth herein.

16 ARTICLE I

17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Edith Quilalang Paulos,*
21 *individually and on behalf of all others similarly situated v. Height Street Skilled Care, LLC;* and
22 DOES 1 through 20, inclusive,” Case No. BCV-22-100870, commenced on April 13, 2022, in the
23 Superior Court of the State of California for the County of Kern.

24 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
25 Exhibit(s).

26 c. “Aggrieved Employees” means all current and former non-exempt employees who
27 are or were employed by Defendant in California at any time during the PAGA Period.

d. "Class" means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period.

e. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

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Samuel A. Wong
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f. "Class List" means a list based on Defendant's business records that identifies each Class Member's name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

g. "Class Member(s)" means all members of the Class.

h. "Class Period" means October 17, 2017 through May 31, 2023.

i. "Class Released Claims" means the claims that Participating Class Members will release as part of this Settlement as specified in Section 5.01.

j. "Court" means the California Superior Court for the County of Kern, where the Action is currently pending.

k. "Effective Date" means (a) the date the Court enters the Final Judgment and order finally approving the Settlement, if no objections, motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and order finally approving the Settlement, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise and the Settlement has not been materially modified. A "material modification"

1 shall not include any change to the Class Counsel Award, Class Representative Service Award, or
2 amount awarded for Settlement Administration Costs.

3 l. "Defendant" means Defendant Height Street Skilled Care, LLC

4 m. "Defense Counsel" means counsel for Defendant:

5
6 **GORDON REES SCULLY MANSUKHANI, LLP**

Peter Choi (SBN 249482)

7 Cecilia J. Hong (SBN 308227)

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8 Los Angeles, CA 90071

Telephone: (213) 576-5043

9 n. "Disposition" means the method by which the Court approves the terms of the
10 Settlement and retains jurisdiction over its enforcement, implementation, construction,
11 administration, and interpretation.

12 o. "Final Order Approving Settlement of Class Action" or "Final Order" means the
13 final formal court order signed by the Court following the Final Fairness and Approval Hearing in
14 accordance with the terms herein, approving this Agreement.

15 p. "Gross Settlement Amount" means Three Hundred Twenty-Five Thousand Dollars
16 and Zero Cents (\$325,000.00) to be paid by Defendant as provided by this Agreement to settle this
17 Action. All payments to the Class, administration costs, attorney's fees and costs, and Incentive
18 Award, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The
19 employer's share of payroll taxes arising from the payments made under this settlement shall be
20 paid by Defendant separate from and in addition to the Gross Settlement Amount. The Gross
21 Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of
22 the Gross Settlement Amount shall revert to Defendant.

23 q. "Incentive Award" means a monetary amount of up to Seven Thousand Five
24 Hundred Dollars and Zero Cents (\$7,500.00) for the Named Plaintiff, subject to Court approval,
25 in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and
26 for her general release of claims.

r. "Individual Settlement Payment(s)" means each Participating Class Member's respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

s. "LWDA" means The State of California Labor and Workforce Development Agency.

t. "LWDA Payment" means 75% of the \$20,000.00 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

u. **“Motion for Final Approval”** means Plaintiffs’ submission of a written motion, including any evidence as may be required for the Court to conduct an inquiry into the fairness of the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

v. “Motion for Preliminary Approval” means Plaintiffs’ submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

w. **“PAGA Period” means October 17, 2020 through May 31, 2023.**

x. **“PAGA Released Claims”** means the claims that Aggrieved Employees will release as part of this Settlement as specified in Section 5.02

y. **“Named Plaintiff” means Edith Quilalang Paulos.**

z. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved administration costs, Class Counsels’ attorney’s fees and costs, Incentive Award, and LWDA Payment, pursuant to Section 3.06(a)-(f) below.

aa. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to Section 3.04(b) below.

bb. "Notice Packet" means the Notice of Proposed Class Action Settlement in a form substantially similar to the Notice Packet attached hereto as **Exhibit A**, subject to Court approval.

cc. "PAGA" means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 *et seq.*

dd. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Twenty Thousand Dollars (\$20,000), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group Members.

ee. "Participating Class Member(s)" is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment.

ff. "Preliminary Approval Date" means the date the Court preliminarily approves the Settlement embodied in this Agreement.

gg. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members.

hh. "Qualifying Workweeks" means the number of weeks that Class Members worked for Defendant as non-exempt employees during the Class Period.

ii. "Released Parties" means Defendant.

jj. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be forty-five (45) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

12 || ARTICLE II

Section 2.01: Stipulation of Class Certification for Settlement Purposes

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1 be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b)
2 the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the
3 certification of a Class under this Agreement, or that the Court preliminarily approved the
4 certification of the Class, shall not be used or cited thereafter by any person or entity, including in
5 any manner whatsoever, including without limitation any contested proceeding relating to the
6 certification of any class. If the Effective Date does not occur, this Agreement shall be deemed
7 null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any
8 purpose whatsoever. Defendant expressly reserves the right to challenge the propriety of class
9 certification in the Action for any purpose, if the Effective Date does not occur.

10 The Parties and their respective counsel shall take all steps that may be requested by the
11 Court relating to the approval and implementation of this Agreement and shall otherwise use their
12 respective best efforts to obtain Court approval and implement this Agreement. If the Court does
13 not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties
14 agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
15 resolution, the Parties agree to seek the assistance of mediator Gig Kyriacou to resolve the dispute.

16 ARTICLE III

17 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

18 The procedure for obtaining Court approval of and implementing this Agreement shall be
19 as follows:

20 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

21 Named Plaintiff will bring a motion before the Court for an order conditionally certify the
22 Class for settlement purposes to include all claims pled in the Action, as agreed to in the Parties'
23 memorandum of understanding of settlement (dated August 29, 2023) and this Agreement. The
24 date that the Court grants preliminary approval of this Agreement will be the "Preliminary
25 Approval Date."

1 **Section 3.02: The Settlement Administrator**

2 The Parties have chosen Phoenix Settlement Administrators, Inc. to administer this
3 Settlement and to act as the Settlement Administrator, including but not limited to distributing and
4 responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs,
5 calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the
6 Individual Settlement Payment checks and distributing them to Participating Class Members,
7 establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys'
8 fees and costs, the Incentive Award check to Named Plaintiff, and the employer payroll taxes to
9 the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the
10 terms and conditions of this Agreement.

11 All costs of administering the Settlement, including but not limited to all costs and fees
12 associated with preparing, issuing and mailing any and all notices to Class Members and/or
13 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
14 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any
15 tax returns and any other filings required by any governmental taxing authority or agency, all costs
16 and fees associated with preparing any other checks, notices, reports, or filings to be prepared in
17 the course of administering disbursements from the Net Settlement Amount, and any other costs
18 and fees incurred and/or charged by the Settlement Administrator in connection with the execution
19 of its duties under this Agreement ("Settlement Administration Costs"), shall be paid to the
20 Settlement Administrator from the Gross Settlement Amount.

21 **Section 3.03: Notice to Class Members**

22 No later than thirty (30) days after the Preliminary Approval Date, Defendant will provide
23 the Settlement Administrator with a "Class List" in electronic format based on its business records,
24 identifying the names of the Class Members, their last known home addresses, Social Security
25 numbers or, as applicable, other taxpayer identification number, their dates of employment and
26 weeks worked during the Class Period.

1 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
2 Administrator will send Class Members, by first-class mail, at their last known address, the Court
3 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of
4 the Settlement Class. The Notice Packet will include a calculation of the Class Member's
5 approximate share of the Net Settlement Amount. Class Members will have sixty (60) days from
6 the date of mailing in which to postmark objections or requests for exclusion. Prior to the initial
7 mailing, the Settlement Administrator will check all Class Member addresses against the National
8 Change of Address database and shall update any addresses before mailing. The Settlement
9 Administrator will skip trace and re-mail all returned, undelivered mail within five (5) days of
10 receiving notice that a Notice Packet was undeliverable. If a Class Member's notice is re-mailed,
11 the Class Member shall have fifteen (15) calendar days from the re-mailing to postmark objections
12 or requests for exclusion. Class Members shall not be required to submit claim forms in order to
13 receive a proportional share of the Net Settlement Amount.

14 If the Notice Packet is returned with a forwarding address, the Settlement Administrator
15 shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members
16 whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
17 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
18 or mass search on LexisNexis or comparable databases based on set criteria and, if another address
19 is identified, shall mail the Notice Packet to the newly identified address. It is the intent of the
20 parties that reasonable means be used to locate Class Members and that the Settlement
21 Administrator be given discretion to take steps in order to facilitate notice of the Settlement and
22 delivery of the Individual Settlement Payments to all Participating Class Members.

23 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
24 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a
25 weekly status report provided to the Parties.

26 In the event a Class Member's Notice Packet remains undeliverable seventy-five (75)
27 calendar days after the Notice Packet was initially mailed, the Settlement Administrator will not mail

1 the Class Member's Individual Settlement Payment. The Settlement Administrator will hold the
2 Class Member's Individual Settlement Payment during the check cashing period on behalf of the
3 Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet
4 and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the
5 Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance
6 with the procedures set forth in Section 3.06(g) below. The fact that a Class Member's Notice
7 Packet is undeliverable will not affect the release of his/her claims as set forth in this Agreement.

8 No later than twenty (20) calendar days prior to the Final Fairness and Approval Hearing,
9 the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
10 attesting to completion of the notice process, including any attempts to obtain valid mailing
11 addresses for and re-sending of any returned Notice Packets, as well as the number of valid
12 requests for exclusion and objections that the Settlement Administrator received.

13 **Section 3.04: Responses to Notice**

14 **a. Class Member Disputes**

15 If any Class Member disagrees with Defendant's records as to his or her Qualifying
16 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
17 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
18 and submit such writing to the Settlement Administrator by the Response Deadline, along with
19 any supporting documentation. The Notice will also provide a method for the Class Member to
20 challenge the employment data on which his or her Individual Settlement Payment is based. The
21 Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work
22 in good faith to resolve it. If the Parties are unable to resolve the dispute, the Settlement
23 Administrator will be the final arbiter of the Qualifying Workweeks for each Class Member during
24 the Class Period based on the information provided to it.

25 **b. Requests for Exclusion from Class**

26 In order for any Class Member to validly exclude himself or herself from the Class and this
27 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class

1 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
2 postmarked no later than the Response Deadline. Class Members whose Notice Packets are re-
3 mailed will have their Response Deadline extended an additional fifteen (15) days. The Notice
4 Packet shall contain instructions on how to validly exclude himself or herself from the Class and this
5 Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of
6 the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked,
7 shall be conclusively determined according to the records of the Settlement Administrator. Any Class
8 Member who timely and validly requests exclusion from the Class will not release their Class
9 Released Claims and will not be entitled to any Individual Settlement Payment for the release of
10 those claims, but will receive their portion of the PAGA Settlement Amount for releasing the PAGA
11 Released Claims if they are an Aggrieved Employee. Therefore, Class Members who are also
12 Aggrieved Employees may not request exclusion from the release of the PAGA Released Claims.

13 Class Members who timely request exclusion from the Class will not have any right to
14 object, appeal, or comment on the Class portion of this Settlement.

15 Any Class Member who fails to timely submit a request for exclusion ("Participating Class
16 Member") shall automatically be deemed a Class Member and release the Class Released Claims,
17 and the PAGA Released Claims if they are an Aggrieved Employee.

18 In the event that more than five (5) percent of Class Members timely request exclusion
19 from the Settlement, Defendant shall have the option to void the Settlement. Defendant shall
20 exercise its right to void the Settlement by notifying Plaintiff's counsel in writing that it is voiding
21 the Settlement no later than 10 days after the deadline for class members to request exclusion. If
22 Defendant exercises its right to void the Settlement, Defendant shall be obligated to pay for all
23 settlement administration fees incurred through the date that it exercised its right void/cancel the
24 Settlement. Defendant shall also be entitled to a refund of any portion of the Gross Settlement
25 Amount that it transmitted to the Settlement Administrator.

26 **c. Objections to Settlement**
27
28

1 For any Class Member to object to this Agreement, or any term of it, the person making
2 the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to
3 the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen
4 (15) days after the Response Deadline in the case of Class Members whose Notice Packets are re-
5 mailed), a written statement of the grounds of objection, signed by the objecting Class Member or
6 his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice
7 Packet, and the date the signed objection was postmarked, shall be conclusively determined
8 according to the records of the Settlement Administrator. The Settlement Administrator shall send
9 any objections it receives to Defense Counsel and Class Counsel within three (3) business days of
10 receipt. Class Members may also appear at the final approval hearing to object. The Court retains
11 final authority with respect to the consideration and admissibility of any Class Member objections.

12 **d. Encouragement of Class Members**

13 The Parties to this Agreement and the counsel representing such Parties shall not, directly
14 or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself
15 from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries
16 from Class Members.

17 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

18 Defendant has estimated the number of workweeks as 35,000. If the number of workweeks
19 exceeds 110 percent, *i.e.*, over 38,500 workweeks, the GSA will increase pro rata per additional
20 workweek over 38,500 workweeks. For example, if the total number of workweeks is 42,000,
21 Defendant shall increase the GSA by an additional 9.09% (or \$29,545.45). Alternatively, if the
22 total workweeks exceed 38,500, Defendant shall have the option to cap the Class Period and PAGA
23 Period to an earlier date so that the number of workweeks during the Class Period do not exceed
24 38,500 workweeks.

25 **Section 3.05: Final Fairness and Approval Hearing**

26 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
27 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement

1 and determine whether the Court should give it final approval, and (2) consider any objections
2 made and all responses by the Parties to such objections. At the Final Fairness and Approval
3 Hearing, the Parties shall ask the Court to grant final approval to this Agreement and shall submit
4 to the Court a Proposed Final Order Approving Settlement of Class Action.

5 **Section 3.06: Settlement Payment Procedures**

6 **a. Gross Settlement Amount**

7 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay
8 the Gross Settlement Amount in the amount of Five Hundred Fifty Thousand Dollars and Zero
9 Cents (\$325,000.00), or an increased amount to the extent it is agreeable to the pro rata increase
10 under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all
11 Individual Settlement Amounts to Participating Class Members, all administration costs, Class
12 Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Incentive Payment.

13 **b. Funding of Gross Settlement Amount**

14 Defendant shall fund the Gross Settlement Amount (provided it has not exercised its right
15 to void the Settlement as described in Section 3.04(b), by depositing the Gross Settlement Payment
16 within (65) business days of the Effective Date being triggered. If, however, the Effective Date
17 has not been triggered by March 30, 2024, Defendant shall make a \$100,000 of the Gross
18 Settlement Payment by delivering/transmitting the funds to the settlement administrator for deposit
19 to the QSF no later than March 30, 2024.

20 Similarly, in the event that the Effective Date is not triggered by June 30, 2024 (and assuming
21 Defendant has not exercised its right to void the settlement as described in Section 3.04(b)) Defendant
22 shall make a payment \$225,000 of the Gross Settlement Payment by delivering/transmitting the funds
23 to the settlement administrator for deposit to the QSF no later than June 30, 2024.

24 In no event shall Defendant be required to fund the Gross Settlement Payment in full prior to
25 June 30, 2024, and shall not be in breach of its obligations under this Agreement if the Effective Date
26 is triggered prior to June 30, 2024. Furthermore, and as described further in this Agreement, in the
27 event that the Effective Date is triggered prior to June 30, 2024, Individual Settlement Payments to

1 Class Members and Aggrieved Employees, Plaintiff's Incentive Payment, Class Counsel's attorney's
2 fees and costs, the Settlement Administrator's administration costs, and the LWDA's portion of the
3 PAGA Payment shall be made no earlier than seventy-five (75) calendar days after June 30, 2024. In
4 the event the Effective Date is triggered after June 30, 2024, the Individual Settlement Payments to
5 Class Members and Aggrieved Employees, Plaintiff's Incentive Payment, Class Counsel's attorney's
6 fees and costs, the Settlement Administrator's administration costs, and the LWDA's portion of the
7 PAGA Payment shall be made no earlier than seventy-five (75) calendar days after the Effective Date.

8 If the Effective Date is not triggered at all, Defendant shall be entitled to a refund of any amount
9 paid towards the Gross Settlement Payment (other than the Settlement Administrator's Costs in the
10 event Defendant chooses to exercise its option to void the Settlement as set forth in Section 3.04(b)),
11 plus any interest accrued thereon and said amount shall be refunded by the Settlement Administrator
12 no later than ten (10) business days of a request for refund being made by Defendant or its counsel.

13 **c. Payment of Attorneys' Fees and Costs**

14 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
15 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is One
16 Hundred-Eight Thousand Three Hundred and Thirty-Three Dollars (\$108,333.33). Class Counsel
17 shall submit an application for an award of costs not to exceed Twenty Five Thousand Dollars
18 (\$25,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final
19 Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in
20 these amounts. Class Counsel shall serve Defendant with copies of all documents submitted in
21 support of their application for an award of attorneys' fees and costs.

22 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from
23 the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The
24 attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work
25 performed, costs, and expenses related to the investigation, prosecution, and settlement of the
26 Action incurred through the Date of Finality. To the extent that the Court approves less than the

1 amount of attorney's fees and/or costs that Class Counsel requests, the difference between the
2 requested and awarded amounts will be reallocated to the Net Settlement Amount.

3 **d. Payment of Settlement Administration Costs**

4 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
5 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
6 Nine Thousand Five Thousand Dollars (\$9,500.00).

7 **e. Payment of Incentive Award to Named Plaintiff**

8 Subject to Court approval, the Named Plaintiff shall receive an Incentive Award of up to
9 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), the request for which
10 Defendant will not object to or oppose. The Incentive Award shall be paid out of the Gross
11 Settlement Amount and shall not constitute payment to any Participating Class Member(s) other
12 than Plaintiff. To the extent that the Court approves less than the amount of incentive award that
13 Class Counsel requests, the difference between the requested and awarded amounts will be
14 reallocated to the Net Settlement Amount.

15 Because it is the intent of the Parties that the Incentive Award represents payment to Plaintiff
16 for her service to the Class Members, and as consideration for executing a general release, and which
17 do not constitute wages, the Settlement Administrator will not withhold any taxes from the Incentive
18 Award. The Incentive Award will be reported on a Form 1099, which the Settlement Administrator
19 will provide to Named Plaintiff and to the pertinent taxing authorities as required by law.

20 **f. Payment to the Labor and Workforce Development Agency**

21 In consideration of claims made under PAGA, Class Counsel will request that the Court
22 approve allocation of Twenty Thousand Dollars (\$20,000) of the Gross Settlement Amount to these
23 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
24 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
25 to the Net Settlement Amount for distribution to Aggrieved Employees. Defendant will not oppose
26 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.

27 **g. Payment of Individual Settlement Payments to Participating Class Members**

1 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
2 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
3 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
4 each Class Member. To calculate the minimum amount each Class Member will receive for release
5 of their Class Released Claims based on their individual Qualifying Workweeks, the Net Settlement
6 Amount will be divided by the total number of Qualifying Workweeks by all Class Members during
7 the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up
8 to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount
9 for release of their Class Released Claims will be included in his or her Notice Packet. After final
10 approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members
11 (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying
12 Workweeks worked during the Class Period by each Participating Class Member.

13 The portion of the Individual Settlement Payment for release of the Class Released Claims
14 will represent wages and penalties allocated using the following formula: 30% allocated to wages;
15 70% allocated to penalties and interest. The amounts paid as wages shall be subject to all tax
16 withholdings customarily made from an employee's wages and all other authorized and required
17 withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate
18 from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest
19 shall be subject to all authorized and required withholdings other than the tax withholdings
20 customarily made from employees' wages and shall be reported by IRS 1099 forms.

21 **h. Payment of Individual Settlement Payments to Aggrieved Employees**

22 The Parties agree that the Net Settlement Amount shall be used to fund the portion of the
23 Individual Settlement Payment allocated for Aggrieved Employees' portion of the PAGA
24 Payment. The Parties agree that the Aggrieved Employees' portion of the PAGA Payment (\$5,000)
25 shall be divided between all Aggrieved Employees in proportion to the number of individual
26 Qualifying Workweeks for each Aggrieved Employee that were worked during the PAGA Period.
27 To calculate the minimum amount each Aggrieved Employee will receive for release of their

PAGA Released Claims based on their individual Qualifying Workweeks worked during the PAGA Period, the Aggrieved Employees' portion of the PAGA Payment will be divided by the total number of Qualifying Workweeks worked by all Aggrieved Employees during the PAGA Period and then allocated on a pro rata basis. Qualifying Workweeks during the PAGA Period will be rounded up to the next whole integer. Each Aggrieved Employee's approximate portion of the PAGA Payment allocated to Aggrieved Employees will be part of the Individual Settlement Payment and will be included in his or her Notice Packet. After final approval by the Court, the portion of the PAGA Payment allocated for payment to Aggrieved Employees will be dispersed to Aggrieved Employees on a pro rata basis based on the individual Qualifying Workweeks worked during the PAGA Period by each Aggrieved Employee.

i. Tax Treatment of Individual Settlement Payments

The portion of the Individual Settlement Payment for release of the Class Released Claims will represent wages and penalties allocated using the following formula: 30% allocated to wages; 70% allocated to penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

The portion of the Individual Settlement Payment for release of the PAGA Released Claims will represent payment for penalties and shall be reported by IRS 1099 forms.

j. IRS Circular

Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "Acknowledging Party" and each Party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication 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 advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or advisor 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.

Distribution of Individual Settlement Payments

k. Mailing of Individual Settlement Payments

If the Effective Date is triggered, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members and Aggrieved Employees within ten (10) calendar days of the Effective Date being triggered, subject to the timing limitations of Defendant's funding of the Settlement as provided in section 3.06 (b).

Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the extent required by law for the interest and penalty portions of the Individual Settlement Payments.

Participating Class Members and Aggrieved Employees shall have 180 days from the date their Individual Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee for whom the funds are designated.

If a check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or a mass search on LexisNexis or a comparable databases based on set criteria and, if another address is identified, the Settlement Administrator shall mail the check to the newly identified address. If the Settlement Administrator is unable to obtain a valid mailing address through this process, the

1 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
2 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

3 **l. Default on Payment.**

4 If the Effective Date is triggered, Defendant's failure to fund the Gross Settlement Amount as
5 provided in this Agreement shall be considered a default. In the event Defendant fails to timely fund
6 the Gross Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and
7 Defendant's counsel within three (3) business days of the missed payment. Thereafter, Defendant will
8 have seven (7) days to cure the default and tender payment to the Settlement Administrator. In the
9 event Defendant fails to cure the default within the times set forth herein, Plaintiff may elect to enter
10 judgment against Defendant, on an ex parte basis, provided the Effective Date is triggered, for the
11 balance of the unpaid Gross Settlement Amount to date. Plaintiff will also be entitled to recover interest
12 as permitted by law on the judgment, and reasonable attorneys' fees and costs incurred in attempting
13 to collect on the judgment.

14 **m. No Credit Toward Benefit Plans.**

15 The Individual Settlement Payments made to Participating Class Member and Aggrieved
16 Employees under this Agreement, as well as any other payments made pursuant to this Agreement,
17 will not be utilized to calculate any additional benefits under any benefit plans to which any Class
18 Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k)
19 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
20 plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions,
21 or amounts to which any Class Members may be entitled under any benefit plans.

22 **ARTICLE IV**

23 **LIMITATIONS ON USE OF THIS SETTLEMENT**

24 **Section 4.01: No Admission**

25 Defendant disputes the allegations in the Action and disputes that, but for this Settlement,
26 a Class should not have been certified in the Action. This Agreement is entered into solely for the
27

1 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
2 construed as an admission of liability or wrongdoing by Defendant.

3 **Section 4.02: Non-Evidentiary Use**

4 Whether or not the Effective Date is triggered, neither this Agreement, nor any of its terms,
5 nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as,
6 or deemed to be evidence for any purpose adverse to Defendant or any other of the Released
7 Parties, including but not limited to, evidence of a presumption, concession, indication, or
8 admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession,
9 or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties
10 in any further proceeding in the Action, except for the purposes of effectuating the Settlement
11 pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of
12 his or her claims released through this Agreement.

13 **Section 4.03: Nullification**

14 The Parties have agreed to the certification of the Class encompassing all claims alleged in the
15 Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail
16 to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement,
17 or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed,
18 or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its
19 entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any
20 of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this
21 Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither
22 entered into nor filed with the Court; and (iv) the fact that the Parties were willing to stipulate to class
23 certification of all causes of action pled in the Action as part of the Settlement will have no bearing on,
24 and will not be admissible in connection with, the issue of whether the Class should be certified by the
25 Court in a non-settlement context in this Action or any other action, and in any of those events,
26 Defendant expressly reserves the right to oppose certification of the Class.

1 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and
2 the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

3 **ARTICLE V**

4 **RELEASES**

5 **Section 5.01: Released Claims by Class Members**

6 Upon the Effective Date, Plaintiff and Participating Class Members who do not opt out of
7 the Settlement, release the "Class Released Claims," which means any and all federal, state and
8 local demands, rights, liabilities, claims and/or causes of action, known or unknown, that are
9 alleged in the Action, or reasonably could have been alleged in the Action based on the facts
10 alleged in the Action including claims for failure to provide meal and rest breaks, failure to pay
11 for meal and rest break premiums pay in lieu thereof and at the correct rates paid for same, pay
12 overtime wages and the correct rates paid for same, pay minimum or regular wages for all hours
13 worked, pay timely wages during employment, pay all earned and accrued wages to
14 discharged/separated employees, furnish accurate itemized wage statements, maintain required
15 payroll records, in violation of Labor Code §§201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512,
16 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, or Business and Professions Code
17 § 17200, *et seq.*, which are premised on the same allegations.

18 **Section 5.02: Released Claims by PAGA Group Members**

19 Upon the Effective Date, Plaintiff and Aggrieved Employees release the "PAGA Released
20 Claims," which means any and all claims for PAGA penalties , known or unknown, that are alleged
21 in the Action, or reasonably could have been alleged in the Action based on the facts alleged in the
22 Action and described in the PAGA Notices pursuant to the Private Attorneys General Act ("PAGA"),
23 Labor Code §§ 2698-2699.5, which accrued during the PAGA Period, including violations premised
24 on violation of Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
25 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,

26 **Section 5.03: Second Amended Complaint & Amended LWDA Letter**

1 The Parties also stipulate to the filing of a Second Amended Complaint an Amended
2 LWDA letter to allege the Class and PAGA Released Claims and all theories of liability alleged
3 in the Action, including any theory based on Defendant's alleged rounding of employee time and
4 off-the-clock work for COVID-related screenings. The Parties also agree that in the event that the
5 Effective Date is not triggered, these documents shall be deemed withdrawn and the Parties shall
6 revert to the *status quo ante*. Defendant also does not waive any defenses by agreeing to the filing
7 of these documents for settlement purposes only.

8 **Section 5.04: Named Plaintiff's Release of Unknown Claims**

9 Upon the date of funding the Gross Settlement Amount, Plaintiff, waives, releases, acquits,
10 and forever discharges the Released Parties from any and all claims, actions, charges, complaints,
11 grievances, and causes of action, of any nature arising from Plaintiff's employment with
12 Defendant, whether known or unknown, which exist or may exist as of the Parties' execution of
13 this Agreement.

14 Section 1542 of the California Civil Code provides as follows:

15 *"A general release does not extend to claims that the creditor or releasing*
16 *party does not know or suspect to exist in his or her favor at the time of*
17 *executing the release and that, if known by him or her, would have*
18 *materially affected his or her settlement with the debtor or released party."*

19 Plaintiff's general release provided herein is made with an express waiver and
20 relinquishment of any claim, right, or benefit under California Civil Code § 1542.

21
22 **ARTICLE VI**

23 **MISCELLANEOUS PROVISIONS**

24 **Section 6.01: Amendments or Modification**

25 The terms and provisions of this Agreement may be amended or modified only by an
26 express written agreement that is signed by all the Parties (or their successors-in-interest) and their
27 counsel, and approved by the Court.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

Section 6.05: Waiver of Compliance

Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or

1 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
2 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

3 **Section 6.06: Counterparts and Fax/PDF Signatures**

4 This Agreement, and any amendments hereto, may be executed in any number of
5 counterparts and any Party and/or their respective counsel may execute any such counterpart, each
6 of which when executed and delivered shall be deemed to be an original. All counterparts taken
7 together shall constitute one instrument. A fax or PDF signature on this Agreement shall be as
8 valid as an original signature.

9 **Section 6.07: Meet and Confer Regarding Disputes**

10 Should any dispute arise among the Parties or their respective counsel regarding the
11 implementation or interpretation of this Agreement, a representative of Class Counsel and a
12 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes
13 prior to submitting such disputes to the Court.

14 **Section 6.08: Agreement Binding on Successors**

15 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
16 of each of the Parties.

17 **Section 6.09: Cooperation in Drafting**

18 The Parties have cooperated in the negotiation and preparation of this Agreement. This
19 Agreement will not be construed against any Party on the basis that the Party, or the Party's
20 counsel, was the drafter or participated in the drafting of this Agreement.

21 **Section 6.10: Fair and Reasonable Settlement**

22 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement
23 of the Action and have arrived at this Agreement through arm's-length negotiation and in the
24 context of adversarial litigation, taking into account all relevant factors, current and potential. The
25 Parties further believe that the Settlement is and is consistent with public policy, and fully complies
26 with applicable law.

27 **Section 6.11: Headings**

1 The descriptive heading of any section or paragraph of this Agreement is inserted for
2 convenience of reference only and does not constitute a part of this Agreement and shall not be
3 considered in interpreting this Agreement.

4 **Section 6.12: Notice**

5 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
6 communications under this Agreement must be in writing and addressed as follows:

7 *To Named Plaintiff and the Class:*

8 Kashif Haque
9 Samuel A. Wong
10 Jessica L. Campbell
11 Namrata Kaur
12 AEGIS LAW FIRM, PC
13 9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251

14 And

15 *To Defendant:*

16 Peter Choi
17 Cecilia J. Hong
18 GORDON REES SCULLY MANSUKHANI, LLP
19 633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5043

20 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

21 To the extent consistent with class action procedure, this Agreement shall be enforceable
22 by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of
23 Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action
24 or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to
25 adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the
26 Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members,
27 to the fullest extent to enforce and effectuate the terms and intent of this Agreement. In the event

1 that one or more of the Parties institutes any legal action or other proceeding against any other
2 Party or Parties to enforce the provisions of this Settlement, the successful Party or Parties will be
3 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs,
4 including expert witness fees incurred in connection with any enforcement actions.

5 **Section 6.14: Mutual Full Cooperation**

6 The Parties agree fully to cooperate with each other to accomplish the terms of this
7 Agreement, including but not limited to the execution of such documents, and the taking of such
8 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
9 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
10 terms. In the event the Parties are unable to reach agreement on the form or content of any document
11 needed to implement the Settlement, or on any supplemental provisions that may become necessary
12 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

13 **Section 6.15: Authorization to Act**

14 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
15 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
16 required to effectuate the terms of this Agreement, except for signing documents, including but
17 not limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
18 represents and warrants that the individual executing this Agreement on its behalf has the full right,
19 power, and authority to enter into this Agreement and to carry out the transactions contemplated
20 herein.

21 **Section 6.16: No Reliance on Representations**

22 The Parties have made such investigation of the facts and the law pertaining to the matters
23 described herein and to this Agreement as they deem necessary, and have not relied, and do not
24 rely, on any statement, promise, or representation of fact or law, made by any of the other parties,
25 or any of their agents, employees, attorneys, or representatives, with regard to any of their rights
26 or asserted rights, or with regard to the advisability of entering into and executing this Agreement,
27

or with respect to any other matters. No representations, warranties, or inducements, except as expressly set forth herein, have been made to any party concerning this Agreement.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

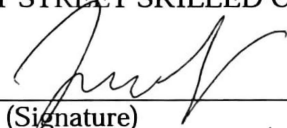
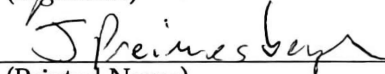
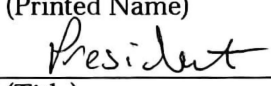
EDITH QUILALANG PAULOS

Dated: March 1 2024

By: 
DocuSigned by:
CE8D894FF9F345E
 Named Plaintiff

HEIGHT STREET SKILLED CARE, LLC

Dated: 2/12/24

By: 
 (Signature)

 (Printed Name)

 (Title)

APPROVED AS TO FORM ONLY:

Dated: March 3, 2024

AEGIS LAW FIRM, PC

By: 
 Jessica L. Campbell
 Namrata Kaur
 Attorneys for Named Plaintiff Edith Quilalang Paulos

GORDON REES SCULLY
 MANSUKHANI, LLP

Dated: _____

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February 12, 2024

By:



Peter Choi
Cecilia J. Hong

Attorneys for Defendant Height Street Skilled
Care, LLC