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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BLANCA A. JIMENEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

LOS ANGELES JEWISH HOME FOR THE
AGING, a California corporation; and DOES 1
through 10, inclusive,

Defendants

Case No.: 25STCV00452

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

Complaint filed: January 8, 2025
FAC Filed: March 15, 2025
SAC Filed: March 12, 2026
Trial date: Not set

1 This Joint Stipulation of Class and Representative Action Settlement (“Settlement Agreement,”
2 “Settlement,” or “Agreement”) is made by and between Blanca Jimenez (“Plaintiff”) and Defendants Los
3 Angeles Jewish Home for the Aging, Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc.,
4 JHA West 16, LLC, Eisenberg Village of the Los Angeles Jewish Home for Aging, Grancell Village of the
5 Los Angeles Jewish Home for the Aging, and Annenberg School of Nursing (“Defendants”) (Plaintiff and
6 Defendants collectively, “the Parties,” and individually “Party”).

7 **1. DEFINITIONS.**

- 8 1.0. “Action” means *Blanca Jimenez v. Los Angeles Jewish Home for the Aging*, currently
9 pending in the Superior Court of the State of California, County of Los Angeles, Case No.
10 25STCV00452.
- 11 1.1. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
12 neutral entity the Parties have designated to administer the Settlement.
- 13 1.2. “Administration Expenses Payment” means the court-approved amount allocated to the
14 Administrator for reimbursement of its reasonable fees and expenses incurred to
15 administer the Settlement, not to exceed \$19,500.00.
- 16 1.3. “Aggrieved Employees” or “PAGA Representative Action Members” means all current
17 and former non-exempt employees of Defendants who actively worked at any time from
18 January 4, 2024, to December 31, 2025.
- 19 1.4. “Class” or “Class Members” means all current and former non-exempt employees of
20 Defendants who actively worked at any time from November 20, 2021 to December 31,
21 2025.
- 22 1.5. “Class Counsel” means Kane Moon, Allen Feghali, and Enzo Nabiev of Moon Law
23 Group, P.C.
- 24 1.6. “Class Counsel Fees Payment” means the court-approved amount allocated to Class
25 Counsel for reimbursement of their reasonable fees incurred to prosecute the Action, not
26 to exceed 33.33% of the Gross Settlement Amount.
- 27 1.7. “Class Counsel Expenses Payment” means the court-approved amount allocated to Class
28 Counsel for reimbursement of their reasonable expenses incurred to prosecute the

Action, not to exceed \$20,000.00.

- 1.8. “Class Data” or “Class List” means Class Member identifying information in Defendants’ possession, including the Class Member’s name, last-known mailing address, last known telephone number, Social Security number, the number of Qualifying Workweeks and PAGA Pay Periods, and any other information required by the Administrator to effectuate this Agreement.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as a PAGA Representative Action Member (also known as Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.
- 1.11. “Class Notice” means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed to Class Members in English and Spanish, substantially in the form attached to this Agreement as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12. “Class Period” means November 20, 2021 to December 31, 2025.
- 1.13. “Class Representative” means the named Plaintiff in the Action, Blanca Jimenez.
- 1.14. “Class Representative Service Payment” means the court-approved payment allocated to the Class Representative for her services in support of the Action and General Release, not to exceed \$7,500.00.
- 1.15. “Court” means the Superior Court of the State of California, County of Los Angeles.
- 1.16. “Defendants” means the named Defendants in the Action, Los Angeles Jewish Home for the Aging, Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc., JHA West 16, LLC, Eisenberg Village of the Los Angeles Jewish Home for Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, and Annenberg School of

Nursing.

1.17. “Defense Counsel” means Alecia W. Winfield and Ashley J. Brick of LITTLER MENDELSON, P.C.

1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the Settlement and (b) the Judgment is final and is no longer appealable. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.

1.20. “Final Approval Hearing” means the Hearing on Plaintiff’s Motion for Final Approval of the Settlement.

1.21. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$1,300,000.00, the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.0 below. The Gross Settlement Amount will pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Qualifying Workweeks he or she worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties allocated pursuant to California Labor Code (“Labor Code”)

section 2699(m) and calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period.

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

1.26. “LWDA PAGA Payment” means the LWDA’s 65% share of the PAGA Penalties, allocated pursuant to Labor Code section 2699(m).

1.27. “Net Settlement Amount” means the Gross Settlement Amount less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means a Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. “Objection” means a Class Member’s written or verbal objection to a term of, or the terms of, the Settlement.

1.30. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. “PAGA Period” means January 4, 2024 to December 31, 2025.

1.32. “PAGA” means the Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*

1.33. “PAGA Notice” means Plaintiff’s January 4, 2025, May 8, 2025, and December 30, 2025 letters to the LWDA providing written notice pursuant to Labor Code section 2699.3(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, not to exceed \$75,000.00.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

- 1.36. “Plaintiff” means the named Plaintiff in the Action, Blanca Jimenez.
- 1.37. “Preliminary Approval Order” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Released Class Claims” means the claims released as described in Paragraph 5.1.
- 1.39. “Released PAGA Claims” means the claims released as described in Paragraph 5.2.
- 1.40. “Released Parties” means Los Angeles Jewish Home for the Aging, Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc., JHA West 16, LLC, Eisenberg Village of the Los Angeles Jewish Home for Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, Annenberg School of Nursing, and any present, former, or future parent and/or subsidiary corporations; each of the foregoing’s present, former, or future owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals.
- 1.41. “Request for Exclusion” means a Class Member’s written request to be excluded from the Settlement.
- 1.42. “Response Deadline” means forty-five (45) calendar days from the date the Administrator mails the Class Notice to the Class and the last date on which Class Members may: (a) mail a Request for Exclusion from the Settlement; or (b) mail an Objection to the Settlement. Class Members to whom a Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion or Objection.
- 1.43. “Qualifying Workweek” or “Workweek” means any workweek during which a Class Member worked for Defendants for at least one day during the Class Period.

2. **RECITALS.**

- 2.0. On January 4, 2025, May 8, 2025, and December 30, 2025 Plaintiff submitted to the LWDA, and sent via certified mail to Defendants, notices of Labor Code Violations

pursuant to Labor Code section 2699.3(a).

- 2.1. On January 8, 2025, Plaintiff filed a Class Action Complaint against Defendant Los Angeles Jewish Home for the Aging, which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.
- 2.2. On Marh 15, 2025, Plaintiff filed First Amended Class and Representative Action Complaint against Defendant Los Angeles Jewish Home for the Aging, which alleged the ninth cause of action for violation of PAGA.
- 2.3. On September 10, 2025, the Parties attempted to resolve the Action through private mediation before Michael Ludwig, Esq. The matter did not resolve at mediation on September 10, 2025 but the Parties continued resolution discussions thereafter and the Parties agreed to and did engage in additional informal post-mediation discovery in the fall of 2025, pursuant to which Defendant produced information concerning its financial condition. Following further negotiations facilitated by the mediator, the Parties reached an agreement to resolve the Action pursuant to a mediator's proposal on or about December 5, 2025.
- 2.4. On March 12, 2026, Plaintiff filed Second Amended Complaint adding Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc., JHA West 16, LLC, Eisenberg Village of the Los Angeles Jewish Home for Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, and Annenberg School of Nursing as defendants; and amending the definitions of "Class Members" and "PAGA Representative Action Members" to include all current and former non-exempt employees employed by Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc., JHA West 16, LLC, Eisenberg Village of the Los Angeles Jewish Home for Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, Los Angeles Jewish Home for the Aging, and Annenberg School of Nursing during the applicable Class Period and PAGA Period. In the event the Settlement is not finally approved, or is terminated, cancelled, or otherwise fails to become effective for any reason, the Parties shall revert to their respective positions as they existed prior to

entering into the Settlement, and this provision shall be null and void.

2.5. Before mediation, Plaintiff obtained through informal discovery, a 20% sample of the time and corresponding payroll records of the Class, the employee handbook and policies in effect during the Class Period and the PAGA Period, and other Class Member data and documents.

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

3. **MONETARY TERMS.**

3.0. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.0 below, Defendants will pay \$1,300,000.00 as the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately. Defendants have no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.0 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.1. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.1.1. To Plaintiff: A Class Representative Service Payment to the Class

Representative of not more than \$7,500.00, in addition to the Individual Class Payment and Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. Plaintiff and/or Class Counsel will file a Motion supporting the Class Representative Service Payment no later than

sixteen (16) court days before the Final Approval Hearing. If the Court approves of a Class Representative Service Payment that is less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff shall be solely and legally responsible for paying any applicable taxes on this payment and shall hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Defendants make no representations as to the tax treatment or legal effect of the payment called for herein, and Plaintiff is not relying on any statement or representation by Defendants or their counsel in this regard.

3.1.2. To Class Counsel: A Class Counsel Fees Payment not to exceed 33.33% of the Gross Settlement Amount, and a Class Counsel Expenses Payment not to exceed \$20,000.00. Defendants will not oppose Plaintiff's request for Class Counsel Fees and Class Counsel Expenses Payments that do not exceed these amounts. Plaintiff and/or Class Counsel will file a Motion supporting the Class Counsel Fees and Class Counsel Expenses Payments no later than sixteen (16) court days before the Final Approval Hearing. If the Court approves of Class Counsel Fees and/or Class Counsel Expenses Payments that are less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Expenses Payment. Class Counsel holds Defendants harmless, and indemnifies Defendants, from any dispute or

1 controversy regarding any division or sharing of any of these Payments.

2 3.1.3. To the Administrator: An Administration Expenses Payment of not more than
3 \$19,500.00, except for a showing of good cause and as approved by the Court.
4 Plaintiff and/or Class Counsel will file a Motion supporting the Administration
5 Expenses Payment no later than sixteen (16) court days before the Final
6 Approval Hearing. If the Court approves of an Administration Expenses
7 Payment that is less than the amount requested, or if the Administration
8 Expense Payment is less than the amount allocated under this Agreement, the
9 Administrator will allocate the remainder to the Net Settlement Amount. To the
10 extent the actual Administration Expenses Payment is greater than \$19,500.00,
11 such excess amount will be taken from the Gross Settlement Amount, subject to
12 the Court's approval.

13 3.1.3.1. To Each Participating Class Member: The Administrator will calculate
14 each Individual Class Payment by (a) dividing the Net Settlement
15 Amount by the total number of Qualifying Workweeks worked by all
16 Participating Class Members during the Class Period and (b)
17 multiplying the result by each Participating Class Member's Qualifying
18 Workweeks. Non-Participating Class Members will not receive an
19 Individual Class Payment. The Administrator will retain amounts equal
20 to their Individual Class Payments in the Net Settlement Amount for
21 distribution to Participating Class Members on a pro rata basis.

22 3.1.3.2. Tax Allocation of Individual Class Payments. Twenty percent (20%) of
23 each Participating Class Member's Individual Class Payment will be
24 allocated to the settlement of claims for wages (the "Wage Portion").
25 The Wage Portions are subject to tax withholding and will be reported
26 on an IRS W-2 Form. Eighty percent (80%) of each Participating Class
27 Member's Individual Class Payment will be allocated to the settlement
28 of claims for interest and penalties (the "Non-Wage Portion"). The Non-

Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for employee taxes owed on their Individual Class Payment.

3.1.4. To the LWDA and Aggrieved Employees: PAGA Penalties of not more than \$75,00.00 to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (i.e., \$48,750.00) allocated to the LWDA PAGA Payment and thirty-five percent (35%) (i.e., \$26,250.00) allocated to the Individual PAGA Payments.

3.1.4.1. To Each Aggrieved Employee: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.1.4.2. Tax Allocation of Individual PAGA Payments. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties. If the Court approves PAGA Penalties less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.0. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of their records, at the time of Mediation, Defendants estimated there are 1,730 Class Members who collectively worked a total of 188,000 Qualifying Workweeks during the Class Period up to the date of Mediation. Using non-extrapolated data following the Mediation, Defendants calculated 187,359 Qualifying Workweeks through the date of the Mediation.

Defendants calculated approximately 1,858 Class Members who worked 201,227 Qualifying Workweeks during the Class Period (through December 31, 2025).

4.1. Funding of Gross Settlement Amount. The Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator in two (2) installments: (1) Defendants shall pay the Settlement Administrator at least \$650,000.00 of the GSA (50% of the GSA) within ten (10) days of the Effective Date or on September 1, 2026, whichever comes later, and (2) Defendants shall fund the entire remaining portion of the GSA (up to \$650,000.00) no later than six (6) months after the first payment is made. Defendants may at their sole discretion choose to fund the GSA earlier than required by these agreed upon deadlines.

4.2. Payments from the Gross Settlement Amount. No later than fourteen (14) calendar days after Defendants fund the entire Gross Settlement Amount, the Administrator shall mail checks for the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

4.2.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail with postage prepaid. Before mailing any checks, the Administrator must update the recipient's mailing addresses using the National Change of Address Database. The face of each check shall prominently state the date the check will be voided. Each check will be voided 180 days after the date of mailing ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom a Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees and those

1 for whom a Class Notice was returned undelivered. The Administrator may
2 send Participating Class Members a single check combining the Individual
3 Class Payment and Individual PAGA Payment.

4 4.2.2. No later than fourteen (14) calendar days after receiving a returned check, the
5 Administrator must re-mail checks to the USPS forwarding address provided or
6 to an address ascertained through the Class Member Address Search for Class
7 Members whose checks are returned undelivered without a USPS forwarding
8 address. Thereafter, the Administrator need not take further steps to deliver
9 checks to Class Members whose re-mailed checks are returned as undelivered.
10 However, the Administrator shall promptly send a replacement check to any
11 Class Member whose original check was lost or misplaced and who requests the
12 replacement before the void date.

13 4.2.3. For any Class Member whose Individual Class Payment check or Individual
14 PAGA Payment check is uncashed and cancelled after the void date, or for any
15 Class Member whose envelope is returned and no forwarding address can be
16 located for the Class Member after reasonable efforts have been made, the
17 Administrator shall transmit the funds represented by such checks to the
18 California Controller's Unclaimed Property Fund in the name of the Class
19 Member, thereby leaving no "unpaid residue" subject to the requirements of
20 California Code of Civil Procedure ("CCP") section 384(b).

21 4.2.4. The payment of Individual Class Payments and Individual PAGA Payments
22 shall not obligate Defendants to confer any additional benefits or make any
23 additional payments to Class Members, such as 401(k) contributions or
24 bonuses, beyond those specified in this Agreement. Rather, it is the Parties'
25 intention that this Agreement will not affect any rights, contributions, or
26 amounts to which any Class Members may be entitled under any benefit plans.

27 **5. RELEASES OF CLAIMS.** Effective on the date Defendants fully fund the entire Gross
28 Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class

1 Payments, Plaintiff, Participating Class Members, and Aggrieved Employees will release claims
2 against all Released Parties as follows:

3 5.0. Plaintiff's Release. Plaintiff fully and finally releases and discharges the Released Parties
4 from any and all charges, complaints, claims, and liabilities of any kind or nature
5 whatsoever, known or unknown, suspected or unsuspected ("claim(s)") which Plaintiff,
6 at any time heretofore, had or claimed to have or which Plaintiff may have or shall in the
7 future claim to have, including, without limitation, any and all claims related or in any
8 manner incidental to Plaintiff's employment, including all PAGA claims that were, or
9 reasonably could have been, alleged based on facts contained in the First and/or Second
10 Amended Complaint and/or Plaintiff's PAGA Notices. Plaintiff understands Plaintiff is
11 releasing potentially unknown claims and that Plaintiff may have limited knowledge with
12 respect to some of the claims being released. Plaintiff acknowledges there is a risk that,
13 after signing this agreement, Plaintiff may learn information that might have affected
14 Plaintiff's decision to enter into this Agreement. Plaintiff assumes this risk and all other
15 risks of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement
16 is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all
17 necessary authority to enter into this Agreement and that Plaintiff has not transferred any
18 interest in any claims to any spouse or to any other third party.

19 5.0.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
20 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
21 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
22 which reads:

23 **A general release does not extend to claims that the creditor or**
24 **releasing party does not know or suspect to exist in his or her favor at**
25 **the time of executing the release, and that if known by him or her**
26 **would have materially affected his or her settlement with the debtor or**
27 **Released Party.**

28 5.0.2. The Parties understand the word "claim(s)" to include all actions, complaints,
claims, and grievances, whether actual or potential, known or unknown, and

specifically but not exclusively, all claims arising out of Plaintiff's employment with Defendants, including, but not limited to, any and all claims under the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, Title VII or any other statute, rule or regulation relating to Plaintiff's employment with Defendants and under which Plaintiff has made a claim or could make a claim against Defendants (collectively, "Plaintiff's Released Claims"). Plaintiff's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv) claims which cannot be released by private agreement.

5.1. Release by Participating Class Members: All Participating Class Members shall release all Defendants and all Released Parties from all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts stated in the Second Amended Complaint (excluding the PAGA Claim) and/or the First Amended Complaint in the Action (excluding the PAGA Claim) and ascertained in the course of the Action, including claims regarding Defendants' alleged: (i) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (ii) failure to pay overtime compensation (Cal. Lab. Code §§ 1194 and 1198); (iii) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (iv) failure to authorize and permit rest breaks (Cal. Lab. Code §§ 226.7); (v) failure to indemnify necessary business expenses (Cal. Lab. Code § 2802); (vi) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (vii) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and (viii) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*). This release includes any and all claims pursuant to: California Labor Code sections §§ 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, the California Business & Professions

Code § 17200 *et seq.*; the California Code of Civil Procedure sections 382 and 1021.5; and the applicable Industrial Welfare Commission Wage Orders 5, sections 3, 4, 11, and 12. This release shall only apply to claims arising during the Class Period (collectively, the “Released Class Claims”).

5.1.1. The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period.

5.2. Release by the State of California and Labor and Workforce Development Agency for PAGA Claims: Named Plaintiff Blanca Jimenez, as the PAGA Representative, PAGA Members, and the State of California Labor and Workforce Development Agency shall fully release and discharge all Defendants and the Released Parties from all claims under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, *et seq.*) for civil penalties that are alleged, or reasonably could have been alleged, based on the facts stated in the forthcoming Second Amended Complaint and/or the First Amended Complaint, ascertained in the course of the Action, and premised on the facts alleged in Plaintiff’s PAGA Letters dated January 4, 2025 and May 8, 2025 and December 30, 2025, including PAGA claims for alleged violations of California Labor Code sections §§ 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, the California Business & Professions Code § 17200 *et seq.*; the California Code of Civil Procedure sections 382 and 1021.5; and the applicable Industrial Welfare Commission Wage Orders 5, sections 3, 4, 11, and 12, and including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 225.5, 226, 226.3, 558, 1174.5, 1197.1, and 2698 *et seq.* (collectively, the “Released PAGA Claims”).

5.2.1. The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any PAGA Members (Aggrieved Employees’) claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d

1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

6. **MOTION FOR PRELIMINARY APPROVAL.**

6.0. Class Counsel shall prepare a Motion for Preliminary Approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Responsibilities of the Parties. The Parties, by and through their respective Counsel, are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than sixty (60) court days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Plaintiff is responsible for delivering the Court’s Preliminary Approval Order to the Administrator. Plaintiff shall prepare the initial draft of the Motion for Preliminary Approval and send to Defense Counsel no later than seven (7) days before the deadline to file. Defense Counsel shall provide any revisions within five (5) days of receipt.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, the Parties, by and through their respective Counsel, will expeditiously work together by meeting by telephone or email, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting by telephone or email, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.0. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
3 Administrator and verified that, as a condition of appointment, Phoenix agrees to be
4 bound by this Agreement and to perform, as a fiduciary, all duties specified in this
5 Agreement in exchange for the Administration Expenses Payment. The Parties and their
6 Counsel represent that they have no interest or relationship, financial or otherwise, with
7 the Administrator other than a professional relationship arising out of prior experiences
8 administering settlements.

9 7.1. Class Data. No later than twenty-one (21) calendar days after the Court grants
10 Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the
11 Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members'
12 privacy rights, the Administrator must maintain the Class Data in confidence, use the
13 Class Data only for purposes of the Settlement and for no other purpose, and restrict
14 access to the Class Data to Administrator employees who need access to the Class Data
15 to effect and perform under the Settlement. Defendants have a continuing duty to
16 immediately notify Class Counsel if they discover that the Class Data omitted Class
17 Member identifying information and to provide corrected or updated Class Data as soon
18 as reasonably feasible. Without any extension of the deadline by which Defendants must
19 send the Class Data to the Administrator, the Parties, and their counsel will expeditiously
20 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
21 missing or omitted Class Data.

22 7.2. Notice of Receipt of Class Data. No later than three (3) business days after receipt of the
23 Class Data, the Administrator shall notify Class Counsel that the list has been received
24 and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA
25 Pay Periods in the Class Data.

26 7.3. Notice to Class Members. No later than fourteen (14) calendar days after receiving the
27 Class Data from Defendants, the Administrator will send all Class Members identified in
28 the Class Data, via first-class United States Postal Service ("USPS") mail, the Class

1 Notice in English and Spanish, substantially in the form attached to this Agreement as
2 **Exhibit A.** The first page of the Class Notice shall prominently estimate the dollar
3 amounts of any Individual Class Payment and/or Individual PAGA Payments payable to
4 the Class Member and/or Aggrieved Employee, and the number of Workweeks and
5 PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices,
6 the Administrator shall update Class Member addresses using the National Change of
7 Address database.

8 7.4. Remailing of Class Notice. No later than three (3) business days after its receipt of any
9 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
10 Class Notice using any forwarding address provided by USPS. If USPS does not provide
11 a forwarding address, the Administrator shall conduct a Class Member Address Search
12 and re-mail the Class Notice to the most current address obtained. The Administrator has
13 no obligation to make further attempts to locate or send the Class Notice to Class
14 Members whose Class Notice is returned by USPS a second time.

15 7.4.1. The deadlines for Class Members' Objections, Challenges to Calculation of
16 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
17 extended an additional fourteen (14) calendar days beyond the forty-five (45)
18 calendar days otherwise provided in the Class Notice for all Class Members
19 whose notice is re-mailed. The Administrator will inform the Class Member of
20 the extended deadline with the re-mailed Class Notice.

21 7.4.2. If the Administrator, Defendants, Defense Counsel, or Class Counsel is contacted
22 by or otherwise discovers any persons who believe they should have been
23 included in the Class Data and should have received Class Notice, the Parties will
24 expeditiously meet and confer in person or by telephone, and in good faith, to
25 agree on whether to include them as Class Members. If the Parties agree, such
26 person(s) will be Class Members entitled to the same rights as other Class
27 Members, and the Administrator will send, via email or overnight delivery, a
28 Class Notice requiring them to exercise options under this Agreement no later

1 than fourteen (14) calendar days after receipt of the Class Notice, or the deadline
2 in the Class Notice, whichever is later.

3 7.5. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly
4 review Requests for Exclusion on a rolling basis to ascertain their validity and timeliness.
5 No later than five (5) days after the expiration of the deadline for submitting Requests for
6 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
7 containing the names and other identifying information of Class Members who have
8 submitted Requests for Exclusion, regardless of whether the requests are valid and timely
9 ("Exclusion List"); and (b) copies of all Requests for Exclusion submitted, regardless of
10 whether the requests are valid and timely.

11 7.6. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to
12 Class Counsel and Defense Counsel that tally the number of Class Notices mailed or re-
13 mailed, Class Notices returned undelivered, Requests for Exclusion received (whether
14 valid or invalid), Objections received, Challenges to Workweeks and/or PAGA Pay
15 Periods received and/or resolved, and checks mailed for Individual Class Payments and
16 Individual PAGA Payments ("Weekly Report"). The Weekly Reports must attach copies
17 of all Requests for Exclusion and Objections received.

18 7.7. Administrator's Declaration. No later than seven (7) business days after the Response
19 Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed
20 declaration suitable for filing in Court attesting to (i) its due diligence and compliance
21 with all of its obligations under this Agreement, including, but not limited to, its mailing
22 of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii)
23 the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members,
24 (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total
25 number of Objections received (valid or invalid), (vii) the total number of Participating
26 Class Members and Workweeks, (viii) the total number of Aggrieved Employees and
27 PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment
28 and Individual PAGA Payment. The Administrator will supplement its declaration as

needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

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

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

7.11. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, and Final Approval and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.

7.12. Class Members' Options.

7.12.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed) to exclude themselves from the Settlement. A Class Member may exclude himself or herself from the Settlement by mailing a Request for

1 Exclusion to the Administrator. The Request for Exclusion must be valid and
2 timely. To be valid, the Request for Exclusion must (1) include the Class
3 Member's full name, address, telephone number, and signature, and a written
4 statement requesting to be excluded from the Settlement; (2) state the case
5 name and number of the Action; and (3) be mailed to the specified physical
6 address of the Administrator. To be timely, the Request for Exclusion must be
7 postmarked no later than the Response Deadline. The postmark date will be
8 the exclusive means of determining whether a Request for Exclusion has been
9 timely submitted. A Class Member who does not submit a valid and timely
10 Request for Exclusion will be deemed a Participating Class Member and will
11 be bound by all terms of the Settlement if it is granted Final Approval. If a
12 Class Member's Request for Exclusion is timely but invalid, according to the
13 requirements listed herein, that Class Member will be allowed to cure the
14 defect(s). The Administrator will mail the Class Member a cure letter within
15 three (3) business days of receiving the defective submission to advise the
16 Class Member that his or her submission is defective and that the defect must
17 be cured to render the Request for Exclusion valid. The Class Member will
18 have until the later of (a) the Response Deadline or (b) fourteen (14) calendar
19 days from the date of the cure letter, whichever date is later, to postmark the
20 revised Request for Exclusion. The Administrator, Class Counsel, and
21 Defense Counsel may attempt to resolve any Class Member disputes on the
22 validity or timeliness of a Request for Exclusion. However, the Court has the
23 final authority to make decisions consistent with the terms of this Agreement
24 on the validity or timeliness of a Request for Exclusion. The Court's decision
25 shall be final and not appealable or otherwise susceptible to challenge.

26 7.12.1.1. Every Class Member who does not submit a timely and valid
27 Request for Exclusion is deemed to be a Participating Class Member
28 under this Agreement, entitled to all benefits and bound by all terms and
conditions of the Settlement, including the Participating Class Members'

1 Release under Paragraph 5.1 of this Agreement, regardless of whether the
2 Participating Class Member actually receives the Class Notice or objects
3 to the Settlement.

4 7.12.1.2. Every Class Member who submits a valid and timely Request for
5 Exclusion is a Non-Participating Class Member and shall not receive an
6 Individual Class Payment or have the right to object to the class action
7 components of the Settlement. Non-Participating Class Members who are
8 Aggrieved Employees are deemed to release the claims identified in
9 Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA
10 Payment.

11 7.12.2. Challenges to Calculation of Workweeks. Each Class Member shall have forty-
12 five (45) calendar days after the Administrator mails the Class Notice (plus an
13 additional fourteen (14) calendar days for Class Members whose Class Notice is
14 re-mailed) to challenge the number of Qualifying Workweeks and/or PAGA Pay
15 Periods allocated to the Class Member and/or Aggrieved Employee in the Class
16 Notice. A Class Member and/or Aggrieved Employee may challenge the
17 allocation by sending a Challenge to Calculation of Workweeks and/or Pay
18 Periods to the Administrator. The Challenge to Calculation of Workweeks and/or
19 Pay Periods must be timely. To be timely, the Challenge to Calculation of
20 Workweeks and/or Pay Periods must be postmarked no later than the Response
21 Deadline. The postmark date will be the exclusive means of determining whether
22 a Challenge to Calculation of Workweeks and/or Pay Periods has been timely
23 submitted. The Administrator must encourage the challenging Class Member to
24 submit supporting documentation. In the absence of any contrary documentation,
25 the Administrator is entitled to presume that the Workweeks contained in the
26 Class Notice are correct so long as they are consistent with the Class Data. The
27 Administrator shall promptly provide copies of all Challenges to Calculation of
28 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel. The

1 Administrator, Class Counsel, and Defense Counsel may attempt to resolve all
2 Class Member challenges over the calculation of Workweeks and/or Pay Periods.
3 However, the Court has the final authority to make decisions consistent with the
4 terms of this Agreement on all Challenges to Calculation of Workweeks and/or
5 Pay Periods. The Court's decision shall be final and not appealable or otherwise
6 susceptible to challenge.

7 7.12.3. Objections to Settlement. Each Participating Class Member shall have forty-
8 five (45) calendar days after the Administrator mails the Class Notice (plus an
9 additional fourteen (14) calendar days for Class Members whose Class Notice
10 is re-mailed) to object, in writing, to the class action components of the
11 Settlement and/or this Agreement, including contesting the fairness of the
12 Settlement and/or amounts requested for the Class Counsel Fees Payment,
13 Class Counsel Expenses Payment and/or Class Representative Service
14 Payment. Only Participating Class Members may send written Objections to
15 the Administrator. A Participating Class Member may object to the Settlement
16 by (1) appearing at the Final Approval Hearing and verbally objecting to the
17 Settlement or any term thereof; and/or (2) sending a written Objection to the
18 Administrator. The written Objection must be valid and timely. To be valid,
19 the written Objection must (1) include the Class Member's full name, address,
20 telephone number, and signature, the contact information for any attorney
21 representing the objecting Class Member, if any, and the factual and legal
22 bases for the Objection, including any supporting papers, briefs, written
23 evidence, declarations, and/or other evidence; (2) state the case name and
24 number of the Action; and (3) be mailed to the specified physical address of
25 the Administrator. To be timely, the written Objection must be postmarked no
26 later than the Response Deadline. The postmark date will be the exclusive
27 means of determining whether a written Objection has been timely submitted.
28 The Administrator, Class Counsel, and Defense Counsel may attempt to

1 resolve any Class Member disputes on the validity or timeliness of a written
2 Objection. However, the Court has the authority to make final decisions
3 consistent with the terms of this Agreement on the validity or timeliness of a
4 written Objection. The Court's decision shall be final and not appealable or
5 otherwise susceptible to challenge.

6 **8. ESCALATOR CLAUSE**

7 8.0. The Parties negotiated a settlement based on there being an estimated 188,000 qualifying
8 workweeks from November 20, 2021 through September 10, 2025 (the date of mediation).
9 If the actual number of qualifying workweeks worked through September 10, 2025, should
10 exceed 188,000 by more than ten percent (10%), then Defendants will have the option to
11 either: (a) agree to increase the GSA on a proportional basis above 10% (i.e., if there is an
12 11% increase in the number of qualifying workweeks during the Class Period, LAJH
13 would agree to increase the GSA by 1%); or (b) elect to end the Class Period on an earlier
14 date at the Defendant's discretion to subtract the number of qualifying workweeks that
15 exceed the 10% from the release date (i.e., if the non extrapolated data shows the Class
16 worked 188,000 workweeks by August 10, Defendants could choose to shorten the release
17 period by one month to November 30, 2025) in lieu of paying an increase to the Gross
18 Settlement Amount. Defendants represent that the non-extrapolated data shows that the
19 Class worked 187,359 Qualifying Workweeks through September 10, 2025 (the date of
20 mediation).

21 **9. DEFENDANT'S RIGHT TO WITHDRAW.**

22 9.0. If the number of valid and timely Requests for Exclusion exceeds ten percent (10%) of
23 the total of all Class Members, Defendants may, but are not obligated to, elect to
24 withdraw from the Settlement. If Defendants elect to withdraw from the Settlement,
25 Defendants must meet and confer with Class Counsel no later than fourteen (14) calendar
26 days after expiration of the Response Deadline, and Defendants will be responsible for
27 paying all settlement administration expenses incurred to that point. Further, the
28 Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party

will have any further obligation to perform under this Agreement, except as provided in this Paragraph.

10. FINAL APPROVAL.

10.0. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(s)(2) and a [Proposed] Final Approval Order and Judgment. Plaintiff shall provide drafts of these documents to Defense Counsel no later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any Objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, including, but not limited to, the scope of release to be granted by Class Members, the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are

permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

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

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10.6. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between the Plaintiff, on one side, and Defendants, on the other.

1 **11. AMENDED JUDGMENT.**

2 11.0. If any amended judgment is required under CCP section 384, the Parties will work
3 together in good faith to jointly submit a proposed amended judgment.

4 **12. ADDITIONAL PROVISIONS.**

5 12.0. Entire Agreement. This Agreement and the attached **Exhibit A** constitute the entirety of
6 the Parties' settlement terms.

7 12.1. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute
8 that has arisen between them and to avoid the burden, expense, and risk of continued
9 litigation. In entering into this Agreement, Defendants do not admit, and specifically
10 deny, they have violated any federal, state, or local law; violated any regulations or
11 guidelines promulgated pursuant to any statute or any other applicable laws, regulations,
12 or legal requirements; breached any contract; violated or breached any duty; engaged in
13 any misrepresentation or deception; or engaged in any other unlawful conduct
14 concerning their employees. Neither this Agreement, nor any of its terms or provisions,
15 nor any of the negotiations connected with it, shall be construed as an admission or
16 concession by Defendants of any such violations or failures to comply with any
17 applicable law. Except as necessary in a proceeding to enforce the terms of this
18 Agreement, this Agreement and its terms and provisions shall not be offered or received
19 as evidence in any action or proceeding to establish any liability or admission on the part
20 of Defendants or to establish the existence of any condition constituting a violation of, or
21 a non-compliance with, federal, state, local or other applicable law. If Final Approval
22 does not occur, the Parties agree that this Agreement is void, but remains protected by
23 California Evidence Code section 1152.

24 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
25 Defense Counsel separately agree that, until the Motion for Preliminary Approval of
26 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize,
27 or cause or permit another person to disclose, disseminate or publicize, any of the terms of
28 the Agreement directly or indirectly, specifically or generally, to any person, corporation,

1 association, government agency or other entity except: (1) to the Parties' attorneys,
2 accountants or spouses, all of whom will be instructed to keep this Agreement confidential;
3 (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate
4 taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an
5 inquiry or subpoena issued by a state or federal government agency. Each Party agrees to
6 immediately notify each other Party of any judicial or agency order, inquiry, or subpoena
7 seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel
8 separately agree not to, directly or indirectly, initiate any conversation or other
9 communication, before the filing of the Motion for Preliminary Approval, any third party
10 regarding this Agreement or the matters giving rise to this Agreement except to respond
11 only that "the matter was resolved," or words to that effect. This Paragraph does not
12 restrict Class Counsel's communications with Class Members in accordance with Class
13 Counsel's ethical obligations owed to Class Members.

14 12.3. Class Certification or Representative Manageability for Other Purposes. The Parties
15 agree to stipulate to class certification only for purposes of the Settlement. If, for any
16 reason, the Settlement is not approved, the stipulation to certification will be void. If, for
17 any reason the Court does not grant Preliminary Approval, Final Approval, or enter
18 Judgment, Defendants reserve the right to contest certification of any class for any
19 reason, Defendants reserve all available defenses to the claims in the Action, Plaintiff
20 reserves the right to move for class certification on any grounds available, and Plaintiff
21 reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and
22 the Parties' willingness to settle the Action will have no bearing on, and will not be
23 admissible in connection with any litigation, except for proceedings to enforce or
24 effectuate the Settlement and this Agreement.

25 12.4. No Press Releases/Advertisements. Neither Plaintiff nor Plaintiff's Counsel shall issue
26 any press release or announcement of any kind related in any way to the Settlement.
27 Plaintiff and Class Counsel agree to limit their statements regarding the terms of the
28 Settlement, whether oral, written, or electronic (including the World Wide Web), to say

1 the Class Action has been resolved and that Plaintiff and Class Counsel are satisfied with
2 the Settlement terms. Nothing in this Section is intended to interfere with Class
3 Counsel's duties and obligations to faithfully discharge their duties as Class Counsel,
4 including but not limited to: (1) as required by law; (2) as required under the terms of the
5 Settlement; and/or (3) as required under counsel's duties and responsibilities as Class
6 Counsel. This Settlement shall not be advertised or mentioned on any source, including
7 Plaintiff's Counsel's personal or firm website.

8 12.5. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
9 Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
10 this Agreement after arm's-length negotiations and in the context of adversarial
11 litigation, taking into account all relevant factors, present and potential. The Parties
12 further acknowledge that they are each represented by competent counsel and that they
13 have had an opportunity to consult with their counsel regarding the fairness and
14 reasonableness of this Settlement.

15 12.6. No Solicitation. The Parties separately agree that they and their respective counsel and
16 employees will not solicit any Class Member to opt out of or object to the Settlement, or
17 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
18 Counsel's ability to communicate with Class Members in accordance with Class
19 Counsel's ethical obligations owed to Class Members.

20 12.7. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,
21 together with its attached Exhibit A, shall constitute the entire agreement between the
22 Parties relating to the Settlement, superseding any and all oral representations,
23 warranties, covenants, or inducements made to or by any Party.

24 12.8. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
25 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
26 appropriate action required or permitted to be taken by such Parties pursuant to this
27 Agreement to effectuate its terms, and to execute any other documents reasonably
28 required to effectuate the terms of this Agreement including any amendments to this

Agreement.

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

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

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

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

12.13. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.14. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon,

and inure to the benefit of, the successors or assigns of each of the Parties.

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

12.17. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

12.19. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

1 12.22. Execution in Counterparts. This Agreement may be executed in one or more counterparts
2 by facsimile, electronically (i.e., DocuSign with audit trail), or email which for purposes
3 of this Agreement shall be accepted as an original. All executed counterparts and each of
4 them will be deemed to be one and the same instrument if counsel for the Parties will
5 exchange between themselves signed counterparts. Any executed counterpart will be
6 admissible in evidence to prove the existence and contents of this Agreement.

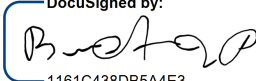
7 12.23. Binding Agreement. The Parties warrant that they understand and have full authority to
8 enter into this Settlement, intend that this Agreement will be fully enforceable and
9 binding on all Parties, and agree that it will be admissible and subject to disclosure in any
10 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions
11 that otherwise might apply under federal or state law. Plaintiff, and not Plaintiff's
12 representative(s), must personally execute this Agreement. An authorized officer of
13 Defendants must execute this Agreement on behalf of Defendants. This Agreement shall
14 become binding and enforceable pursuant to CCP section 664.6.

15 12.24. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
16 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
17 further agree that upon the signing of this Agreement that pursuant to CCP section
18 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
19 entire period of this settlement process.

20 *Signatures on the following page.*
21
22
23
24
25
26
27
28

Plaintiff & Class Representative:

Dated: 3/23/2026

DocuSigned by:

1161C438DB5A4E3...
By: _____
Plaintiff, Blanca Jimenez

Plaintiff's Counsel:

Dated: 3/23/2026

MOON LAW GROUP, P.C.

By: _____
Kane Moon
Allen Feghali
Enzo Nabiev
Attorney for Plaintiff

Defendants:

**Los Angeles Jewish Home for the Aging
Brandman Centers for Senior Care, Inc.
JHA Geriatric Services, Inc.
JHA West 16, LLC
Eisenberg Village of the Los Angeles Jewish Home for Aging
Grancell Village of the Los Angeles Jewish Home for the Aging, and
Annenberg School of Nursing**

Dated: _____, 2026

By: _____
Print Name

Signature

Title

Plaintiff & Class Representative:

Dated: , 2026

By: _____
Plaintiff, Blanca Jimenez

Plaintiff's Counsel:

Dated: , 2026

MOON LAW GROUP, P.C.

By: _____
Kane Moon
Allen Feghali
Enzo Nabiev

Attorney for Plaintiff

Defendants:

Los Angeles Jewish Home for the Aging
Brandman Centers for Senior Care, Inc.
JHA Geriatric Services, Inc.
JHA West 16, LLC
Eisenberg Village of the Los Angeles Jewish Home for Aging
Grancell Village of the Los Angeles Jewish Home for the Aging, and
Annenberg School of Nursing

Dated: March 30, 2026

By: Dale Surwitz
Print Name


Signature

CEO
Title

Defendants' Counsel:

Dated: March 30, 2026

LITTLER MENDELSON, P.C.

By: Ashley J. Brick
Alecia W. Winfield
Ashley J. Brick

Attorney for Defendants
LOS ANGELES JEWISH HOME FOR THE AGING,
BRANDMAN CENTERS FOR SENIOR CARE, INC.,
JHA GERIATRIC SERVICES, INC., JHA WEST 16,
LLC, EISENBERG VILLAGE OF THE LOS
ANGELES JEWISH HOME FOR AGING,
GRANCELL VILLAGE OF THE LOS ANGELES
JEWISH HOME FOR THE AGING, AND
ANNENBERG SCHOOL OF NURSING

Exhibit A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

PLEASE READ THIS NOTICE

Your legal rights are affected whether or not you act. Please read this notice carefully.

In the class and representative action entitled *Blanca Jimenez v. Los Angeles Jewish Home for the Aging*, currently pending in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV00452 (“Action”), Plaintiff Blanca Jimenez (“Plaintiff”) alleges Defendant Los Angeles Jewish Home for the Aging, Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc., JHA West 16, LLC, Eisenberg Village of the Los Angeles Jewish Home for Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, and Annenberg School of Nursing, (“Defendant”) violated several provisions of the California Labor Code and California Business and Professions Code, and owes civil penalties to the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees (defined below) under the Private Attorneys General Act, California Labor Code sections 2698, *et seq.* (“PAGA”). Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

However, in the interest of avoiding further litigation and the costs and uncertainties associated with further litigation, Plaintiff and Defendant have reached a Joint Stipulation of Class and Representative Action Settlement Agreement (“Settlement”), which has been preliminarily approved by the Court. By agreeing to the Settlement, Defendant in no way admits any violation of law and expressly denies any liability to Plaintiff or others.

You are subject to the terms of the Settlement because you have been identified by Defendant’s records as a Class Member and/or Aggrieved Employee.

“Class Members” means means all current and former non-exempt employees of Defendants who actively worked at any time from November 20, 2021 to December 31, 2025. (“Class Period”).

“Aggrieved Employees” or “PAGA Representative Action Members” means all current and former non-exempt employees of Defendants who actively worked at any time from January 4, 2024, to December 31, 2025. (“PAGA Period”).

YOUR LEGAL RIGHTS AND OPTIONS WITH RESPECT TO THE SETTLEMENT	
Participate in the Settlement	If you want to participate in the Settlement, remain in the Class, and receive your Individual Class Payment and Individual PAGA Payment, <u>then you do not need to do anything.</u>
Exclude Yourself From the Settlement	If you do not want to participate in the Settlement or remain in the Class, <u>then you need to follow the instructions in Section 6.</u> If you exclude yourself from the Settlement, you will not receive your Individual Class Payment, and you will not release the Released Class Claims against the Released Parties (defined in Section 4, below). However, if the Settlement is approved by the Court and you are an Aggrieved Employee, you will receive your Individual PAGA Payment, and you will release the Released PAGA Claims, even if you exclude yourself from the Settlement.
Object to the Settlement	If you want to object to the terms of the Settlement but remain in the Class, <u>then you need to follow the instructions in Section 7.</u> If you object to the Settlement, you will still be bound by the terms of the Settlement if it is approved by the Court.

1. WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant’s records reflect that you are a Class Member and/or Aggrieved

Employee (defined above). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and Aggrieved Employees' legal rights, the Court ordered that this Notice be sent to you. This Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Class Payment, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

2. WHAT IS THIS CASE ABOUT?

Plaintiff alleges Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members compliant rest breaks or compensation in lieu thereof; (5) failed to reimburse Class Members for necessary business expenses they incurred in the direct discharge of their duties to Defendant; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to provide Class Members accurate itemized wage statements; (8) engaged in unlawful business practices in violation of California Business and Professions Code sections 17200, *et seq.*; and/or (9) owes civil penalties under PAGA.

Defendant denies these allegations and maintains it fully complied with all applicable laws, provided, permitted, and authorized Class Members to take all meal periods and rest breaks, reimbursed Class Members for all necessary business expenses, provided Class Members with accurate wage statements, compensated Class Members for all wages upon termination or resignation, did not perform any unlawful business acts under California Business and Professions Code sections 17200, *et seq.*, and owes no civil penalties under PAGA. Defendant denies any liability or wrongdoing of any kind and contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendant reserves the right, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

3. THE MONETARY TERMS OF THE SETTLEMENT AND CALCULATION OF YOUR INDIVIDUAL CLASS PAYMENT AND INDIVIDUAL PAGA PAYMENT

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendant has agreed to pay a Gross Settlement Amount of \$1,300,000.00 to settle the Action. The following amounts will be paid from the Gross Settlement Amount:

- An Administrator Expenses Payment not to exceed \$19,500.00. for reimbursement of the Administrator's reasonable fees and expenses;
- A Class Representative Service Payment not to exceed \$7,500.00 to the Class Representative for his services in support of the Action and General Release;
- PAGA Penalties in the amount of \$75,000.00 allocated to the LWDA and Aggrieved Employees for the payment of civil penalties under PAGA;
- A Class Counsel Expenses Payment not to exceed \$20,000.00 to Class Counsel for reimbursement of their reasonable expenses incurred to prosecute the Action; and

- A Class Counsel Fees Payment not to exceed **1/3 of the Gross Settlement Amount** to Class Counsel for reimbursement of their reasonable fees incurred to prosecute the Action.

Net Settlement Amount: The amount remaining from the Gross Settlement Amount after the above deductions is called the “Net Settlement Amount.” The Net Settlement Amount will be allocated to all Participating Class Members and calculated as follows:

1. The Administrator will determine the number of weeks each Participating Class Member worked for Defendant for at least five shifts during the Class Period (“Workweeks” or “Qualifying Workweeks”);
2. The Administrator will determine the value of a single Workweek by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and
3. Each Participating Class Member shall receive an Individual Class Payment equal to his or her Workweeks multiplied by the value of a single Workweek.

You have been credited with [REDACTED] Workweeks. Based on these Workweeks, your Individual Class Payment, prior to any applicable withholdings, is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, as well as the number of Class Members who may exclude themselves from the Settlement, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

Individual PAGA Payment: A total of \$75,000.00 of the Gross Settlement Amount has been allocated to PAGA Penalties. Of this amount, 65% (i.e., \$48,750.00) will be paid to California’s LWDA (“LWDA PAGA Payment”), and 35% (i.e., \$26,250.00) (“Individual PAGA Payment”) will be paid on a *pro rata* basis to Aggrieved Employees and calculated as follows:

1. The Administrator will determine the number of pay periods each Aggrieved Employee worked for Defendant for at least one day during the PAGA Period (“PAGA Pay Periods”);
2. The Administrator will determine the value of a single PAGA Pay Period by dividing the Individual PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and
3. Each Aggrieved Employee shall receive an Individual PAGA Payment equal to his or her PAGA Pay Periods multiplied by the value of a single PAGA Pay Period.

You have been credited with [REDACTED] PAGA Pay Periods. Based on these PAGA Pay Periods, your Individual PAGA Payment is estimated to be \$ [REDACTED]. Depending on rulings from the Court that might affect the Gross Settlement Amount, the actual amount you will receive if the Court grants Final Approval of the Settlement may vary from this estimated amount.

If you dispute the total number of Workweeks and/or PAGA Pay Periods that you have been credited with, you may challenge the allocation by sending a Challenge to the Calculation of Workweeks and/or Pay Periods to the Administrator (“Challenge”). Your Challenge should (1) contain your name, address, and telephone number and the case name and number of the Action (i.e., *Blanca Jimenez v. Los Angeles Jewish Home for the Aging*, currently pending in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV00452); (2) clearly state the number of Workweeks and/or PAGA Pay Periods you believe is correct; and (3) attach any documentary evidence you have to prove the number of contended Workweeks and/or PAGA Pay Periods. Your Challenge must be postmarked on or before **[Response Deadline]** and returned to the Administrator at the following address:

**[Administrator]
[contact info]**

For tax purposes, twenty percent (20%) of each Individual Class Payment will be allocated to wages and subject to all applicable employee state and federal tax withholdings; and eighty percent (80%) of each Individual Class Payment will be considered penalties, liquidated damages, interest, and any other non-wage related payments. The amount allocated as wages will be reported on an IRS Form W-2, and the remaining amount allocated as penalties, liquidated damages, interest, and other non-wage payments will be reported on an IRS form 1099. One hundred percent (100%) of each Individual PAGA Payment will be allocated as penalties and reported on an IRS Form 1099. In addition to the Gross Settlement Amount, Defendant will pay all employer-payroll taxes in connection with the portion of the Settlement allocated towards wages. Class Members are responsible for paying taxes on other amounts received. This Notice is not tax advice, and you should consult your tax advisor.

Checks will be valid for one hundred and eighty (180) days. After that, checks will become void, and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred and eighty (180) days of mailing, or are returned to the Administrator as undeliverable, will be cancelled, and the Administrator shall send the funds associated with uncashed checks to the California Controller's Unclaimed Property Fund in the name of the Class Member. Class Members who do not timely cash their checks should contact the Administrator to determine how they can obtain their payment. **Class Members will be bound by the Settlement even if they do not cash their settlement checks.**

4. WHAT AM I RELEASING AS A CLASS MEMBER UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members), including Plaintiff, will fully and finally release and discharge the Released Parties from the Released Class Claims.

"Released Parties" means Los Angeles Jewish Home for the Aging, Brandman Centers for Senior Care, Inc., JHA Geriatric Services, Inc., JHA West 16, LLC, Eisenberg Village of the Los Angeles Jewish Home for Aging, Grancell Village of the Los Angeles Jewish Home for the Aging, Annenberg School of Nursing, and any present, former, or future parent and/or subsidiary corporations; each of the foregoing's present, former, or future: owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys of all of the foregoing entities or individuals.

Release by Participating Class Members: All Participating Class Members shall release all Released Parties from all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts stated in the Second Amended Complaint (excluding the PAGA Claim) and/or the First Amended Complaint in the Action (excluding the PAGA Claim) and ascertained in the course of the Action, including claims regarding Defendant's alleged: (i) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (ii) failure to pay overtime compensation (Cal. Lab. Code §§ 1194 and 1198); (iii) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (iv) failure to authorize and permit rest breaks (Cal. Lab. Code §§ 226.7); (v) failure to indemnify necessary business expenses (Cal. Lab. Code § 2802); (vi) failure to timely pay final wages at termination (Cal. Lab. Code §§ 201-203); (vii) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and (viii) unfair business practices (Cal. Bus. & Prof. Code §§ 17200, et seq.). This release includes any and all claims pursuant to: California Labor Code sections §§ 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, the California Business & Professions Code § 17200 et seq.; the California Code of Civil Procedure sections 382 and 1021.5; and the applicable Industrial Welfare Commission Wage Orders 5, sections 3, 4, 11, and 12. This release shall only apply to claims arising during the Class Period (collectively, the "Released Class Claims").

The Released Class Claims exclude claims not permitted by law and are limited to claims arising during the Class Period.

5. WHAT AM I RELEASING AS AN AGGRIEVED EMPLOYEE UNDER THE SETTLEMENT?

As of the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the wage portions of the Individual Class Payments, all Aggrieved Employees, including Plaintiff, will fully and finally release and discharge the Released Parties from the Released PAGA Claims. Released Parties are defined in Section 4 of this Notice, above.

Release by the State of California and Labor and Workforce Development Agency for PAGA Claims: Named Plaintiff Blanca Jimenez, as the PAGA Representative, PAGA Members, and the State of California Labor and Workforce Development Agency shall fully release and discharge all Defendants and the Released Parties from all claims under the California Labor Code Private Attorneys General Act of 2004 (California Labor Code § 2698, et seq.) for civil penalties that are alleged, or reasonably could have been alleged, based on the facts stated in the forthcoming Second Amended Complaint and/or the First Amended Complaint, ascertained in the course of the Action, and premised on the facts alleged in Plaintiff's PAGA Letters dated January 4, 2025 and May 8, 2025 and subsequent amended PAGA Letters to the LWDA, including PAGA claims for alleged violations of California Labor Code sections §§ 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, the California Business & Professions Code § 17200 et seq.; the California Code of Civil Procedure sections 382 and 1021.5; and the applicable Industrial Welfare Commission Wage Orders 5, sections 3, 4, 11, and 12, and including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 225.5, 226, 226.3, 558, 1174.5, 1197.1, and 2698 et seq. (collectively, the "Released PAGA Claims").

The Released PAGA Claims are limited to claims arising during the PAGA Period and do not release any PAGA Members (Aggrieved Employees') claims for wages or statutory penalties. In light of the binding nature of a PAGA judgment on non-party employees under *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969 and *Cardenas v. McLane Foodservice, Inc.* (2011) 796 F.Supp.2d 1246, individuals otherwise meeting the definition of an Aggrieved Employee who are eligible to receive an Individual PAGA Payment shall be deemed to have released the Released PAGA Claims, regardless of whether his or her check for the Individual PAGA Payment is cashed or not, and regardless of whether he or she is a Non-Participating Class Member.

AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS, AND THEY WILL RECEIVE AN INDIVIDUAL PAGA PAYMENT EVEN IF THEY OPT-OUT OF THE CLASS SETTLEMENT.

6. WHAT IF I DO NOT WANT TO PARTICIPATE IN THE CLASS SETTLEMENT?

You have the right to request exclusion from the Settlement as a Class Member, with regard to the settlement of Released Class Claims, but you are not able to exclude yourself as an Aggrieved Employee. If you wish to exclude yourself from the release of Released Class Claims, you must mail a Request for Exclusion to the Administrator at the address listed in Section 3 of this Notice, above. The Request for Exclusion must be valid and timely.

To be valid, the Request for Exclusion must (1) include your full name, address, telephone number, and signature, and a written statement requesting to be excluded from the Settlement; (2) state the case name and number of the Action (i.e., *Blanca Jimenez v. Los Angeles Jewish Home for the Aging*, currently pending in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV00452); and (3) be mailed to the specified physical address of the Administrator. To be timely, the Request for Exclusion must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a Request for Exclusion has been timely submitted. A Request for Exclusion form is attached to this Notice. You may complete and submit this form to exclude yourself from the Settlement. It is your responsibility to ensure the Administrator

timely receives your Request for Exclusion. **Unless you timely request to be excluded from the Settlement, you will be bound by the Final Judgment upon Final Approval.**

Class Members who request to be excluded from the Settlement will NOT receive their Individual Class Payment and will not release any of the Released Class Claims. However, Class Members who are Aggrieved Employees will receive their Individual PAGA Payment and will release the Released PAGA Claims, regardless of whether they submit a Request for Exclusion.

7. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You have the right to object to the Settlement or to any settlement term as a Participating Class Member. If you wish to object, you may (1) appear at the Final Approval Hearing and verbally object to the Settlement or any term thereof; and/or (2) send a written Objection to the Administrator at the address listed in Section 3 of this Notice, above. The written Objection must be valid and timely. To be valid, the written Objection must (1) include your full name, address, telephone number, and signature, the contact information for any attorney representing the objecting Class Member, if any, and the factual and legal bases for the Objection, including any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (2) state the case name and number of the Action (i.e., *Blanca Jimenez v. Los Angeles Jewish Home for the Aging*, currently pending in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV00452); and (3) be mailed to the specified physical address of the Administrator. To be timely, the written Objection must be postmarked no later than the **[Response Deadline]**. The postmark date will be the exclusive means of determining whether a written Objection has been timely submitted.

Filing an objection will **not** exclude you from the Settlement. If the Court grants Final Approval of the Settlement, you will still receive an Individual Class Payment, and you will be barred from pursuing the Released Class Claims. **Do not submit both an Objection and a Request for Exclusion. You may file one or neither.** If you file neither, then you will be automatically included in the Settlement and do not need to take any further action to receive a payment.

8. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Final Approval Hearing is scheduled to take place on _____, at _____ a.m. in the Superior Court of the State of California, County of Los Angeles, Department **X**, located at _____. This date and time may be subject to change without notice to you. You may verify the hearing date on the following website: **[ADMINISTRATOR WEBSITE]**. Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to offer comments and/or present verbal objections at the Final Approval Hearing.

9. WHO ARE THE ATTORNEYS?

Attorneys for Plaintiff and the Class:

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Facsimile: 800.715.1330

Attorneys for Plaintiff	Attorneys for Defendant
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The Court has permitted, for purposes of settlement, the Attorneys for Plaintiff and the Class to represent the Participating Class Members. Other than the Class Counsel Fees Payment and Class Counsel Expenses Payment approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

10. SHOULD I GET MY OWN LAWYER?

You do not need to get your own lawyer. If you want your own lawyer to speak for you or appear in Court, you have the right to hire one, but you will have to pay for that lawyer yourself.

11. FURTHER INFORMATION

The foregoing is only a summary of the Settlement. For the precise terms and conditions of the Settlement and other important case documents, please see the Settlement available at www. .com, or contact Class Counsel at the address or telephone number provided in Section 9, above.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION FORM

I, _____, wish to be excluded from the Settlement of Class claims in *Blanca Jimenez v. Los Angeles Jewish Home for the Aging*, pending in the Superior Court of the State of California, County of Los Angeles, Case No. 25STCV00452.

Full Name (Printed)

Address

City

State and Zip Code

Telephone Number

Signature

[Note: (1) This Request for Exclusion Form *does not* exclude you from the Settlement of PAGA claims, and (2) this Request for Exclusion Form *must* be mailed to the following physical address of the Administrator on or before [Response Deadline]]:

[Administrator]
[contact info]