

Nicol E. Hajjar (SBN 303102)
nicol.hajjar@wilshirelawfirm.com
Rachel J. Vinson (SBN 331434)
rachel.vinson@wilshirelawfirm.com

WILSHIRE LAW FIRM

660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

Karen Luh (SBN 243256)
karen.luh@jacksonlewis.com
Nicole R. Kardassakis (SBN 300023)
nicole.kardassakis@jacksonlewis.com

JACKSON LEWIS P.C.

725 S Figueroa St, Ste 2800
Los Angeles, CA 90017
Telephone: 213-630-8271

Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

IANNA DAVID, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

NORWALK RETIREMENT VILLA, LLC, a
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 25NWCV01524
Related to 25STCV05682

*[Assigned for all purposes to Honorable
William F. Highberger, Dept. 10]*

PAGA SETTLEMENT AGREEMENT

Complaint Filed: April 28, 2025
Trial date: None Set

1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff
2 IANNA DAVID (“Plaintiff”) and defendant NORWALK RETIREMENT VILLA, LLC
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means Plaintiff’s PAGA lawsuit alleging Labor Code violations against
7 Defendant captioned *David v. Norwalk Retirement Villa, LLC, et al.*, Case No. 25NWCV01524,
8 initiated on April 28, 2025, and pending in the Court.

9 1.2 “Administrator” means PSA (Phoenix Settlement Administrators), the neutral entity
10 the Parties have agreed to appoint to administer the Settlement.

11 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid
12 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
13 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval
14 of this Settlement.

15 1.4 “Aggrieved Employee” means all persons who performed work for Defendant in
16 California as an hourly-paid or non-exempt employee at any time during the PAGA Period,
17 including current and former employees.

18 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
19 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
20 last-known telephone number, last-known email address (if any), Social Security number, and
21 number of PAGA Pay Periods.

22 1.6 “Address Search” means the Administrator’s investigation and search for current
23 Aggrieved Employee mailing addresses using all reasonably available sources, methods and
24 means including, but not limited to, the National Change of Address database, skip traces, and
25 direct contact by the Administrator with Aggrieved Employees.

26 1.7 “Approval Order” means the Court’s order granting approval of the Settlement.

27 1.8 “Class Action” means Plaintiff’s class action lawsuit, Case No. 25STCV05682,
28 alleging various wage and hour violations against Defendant captioned *David v. Norwalk*

1 *Retirement Villa, LLC, et al.*, initiated on February 28, 2025, and pending in the Court.

2 1.9 “Court” means the Superior Court of California, County of Los Angeles.

3 1.10 “Defense Counsel” means Karen Luh and Nicole R. Kardassakis of Jackson Lewis
4 P.C.

5 1.11 “Effective Date” means the date on which the Judgment becomes final.

6 1.12 “Gross Settlement Amount” means \$105,000, which is the total amount Defendant
7 agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual
8 PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA
9 Counsel Litigation Expenses Payment, the PAGA Representative Service Payment, and the
10 Administration Expenses Payment.

11 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share 35% of
12 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the
13 PAGA Period.

14 1.14 “Judgment” means the judgment entered by the Court based upon the Approval Order.

15 1.15 “LWDA” means the California Labor and Workforce Development Agency.

16 1.16 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA
17 under Labor Code section 2699, subdivision (m).

18 1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following
19 payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Representative
20 Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,
21 and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as
22 Individual PAGA Payments.

23 1.18 “PAGA Counsel” means Nicol E. Hajjar and Rachel J. Vinson of Wilshire Law Firm,
24 the attorneys representing the Plaintiff in the Action.

25 1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment”
26 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees
27 and expenses, respectively, incurred to prosecute the Action.

28 1.20 “PAGA Pay Period” means any biweekly or semimonthly pay period in which, for

one or more hours during the PAGA Period, an Aggrieved Employee performed work for Defendant in California as an hourly-paid or non-exempt employee. (If any Aggrieved Employee's regular pay periods were weekly, rather than bi-weekly or semi-monthly, their number of pay periods shall be reduced by one-half for purposes of this Settlement, pursuant to Lab. Code § 2699(o).).

1.21 "PAGA Period" means the period from February 22, 2024, to January 18, 2026.

1.22 "PAGA" means the Private Attorneys General Act (Lab. Code § 2698, *et seq.*) (West 2025).

1.23 "PAGA Notice" means Plaintiff's February 21, 2025 letter to the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), Case No. LWDA-CM-1081481-25.

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$12,600) and 65% to the LWDA (\$23,400) in settlement of PAGA claims.

1.25 "PAGA Representative Service Payment" means the payment to Plaintiff, the PAGA Representative, for initiating the Action and providing services in support of the Action.

1.26 "Plaintiff" means Ianna David, the named plaintiff in the Action.

1.27 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.28 "Released Parties" means Defendant and each of its former and present officers, directors, managerial employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, and agents.

1.29 "Settlement" means (i) the disposition of the Action and (ii) the dismissal of the Class Action without prejudice, as effected by this Agreement and the Judgment.

1.30 "Defendant" means named Defendant Norwalk Retirement Villa, LLC.

2. RECITALS.

2.1 On February 28, 2025, Plaintiff commenced the Class Action by filing a complaint, on behalf of herself and a putative class of similarly situated employees, alleging various wage and hour violations against Defendant arising since February 28, 2021.

1 2.2 On April 28, 2025, Plaintiff commenced the Action by filing a complaint alleging a
2 PAGA cause of action against Defendant stemming from Defendant’s alleged failure to pay for
3 all hours worked (minimum, straight time, and overtime wages), failure to provide legally
4 compliant meal periods and related meal period premiums, failure to authorize and permit rest
5 periods and related rest period premiums, failure to pay all earned wages twice per month, failure
6 to maintain accurate records of hours worked and meal periods, failure to furnish accurate wage
7 statements, and failure to indemnify for necessary business expenditures. The complaint filed in
8 the Action is the operative complaint for purposes of settlement (“Operative Complaint”).
9 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with
10 the laws identified in in the Operative Complaint and denies any and all liability for the causes of
11 action alleged.

12 2.3 The Action and the Class Action are referred to collectively as “the Actions.”

13 2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written
14 notice to Defendant and the LWDA by sending the PAGA Notice.

15 2.5 On December 1, 2025, the Parties participated in an all-day mediation presided over
16 by Barry M. Appell, Esq., which led to this Agreement.

17 2.6 Before mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel
18 file, a random sampling of Class Members’ timekeeping and payroll records, and Defendant’s
19 employee handbooks in effect during the class period (i.e., February 28, 2021, to the mediation).

20 2.7 The Parties, PAGA Counsel, and Defense Counsel represent that claims alleged in the
21 Class Action will be extinguished or affected by the Settlement as follows: upon court approval
22 of the Settlement and payment of the Gross Settlement Amount, in addition to executing a waiver
23 of section 1542 and a general release of all known and unknown claims against Defendant (Par.
24 5, *infra*), Plaintiff will 1) dismiss the class claims alleged in the Class Action without prejudice,
25 and 2) dismiss her individual claims in the Actions with prejudice.

26 2.8 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware
27 of any other pending matter or action asserting claims that will be extinguished or affected by the
28 Settlement.

1 **3. MONETARY TERMS.**

2 3.1 Gross Settlement Amount. Defendant promises to pay \$105,000 and no more as the
3 Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount
4 before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross
5 Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a
6 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

7 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
8 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
9 the Court in the Approval:

10 3.2.1 To Plaintiff: PAGA Representative Service Payment of not more than \$10,000
11 (in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an
12 Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA
13 Representative Service Payment that does not exceed this amount. If the Court
14 approves a payment less than the amount requested, the Administrator will retain the
15 remainder in the Net Settlement Amount to be disbursed to Aggrieved Employees.
16 The Administrator will report the PAGA Representative Service Payment using IRS
17 Form 1099. Plaintiff assumes full responsibility and liability for any taxes owed on
18 the PAGA Representative Service Payment and holds Defendant harmless, and
19 indemnifies Defendant, from any dispute or controversy regarding any division or
20 sharing of any of these payments.

21 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third
22 (1/3), which is currently estimated to be \$35,000, and a PAGA Counsel Litigation
23 Expenses Payment of not more than \$24,000. Defendant will not oppose requests for
24 these payments provided they do not exceed these amounts. Plaintiff and/or Class
25 Counsel may seek Court approval of a PAGA Counsel Fees Payment and a PAGA
26 Counsel Litigation Expenses Payment. In support of the PAGA Counsel Litigation
27 Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense
28 incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or

1 a PAGA Counsel Litigation Expenses Payment less than the amount requested, the
2 Administrator will allocate the remainder to the Net Settlement Amount. Released
3 Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel
4 arising from any claim to any portion of any PAGA Counsel Fee Payment and/or
5 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA
6 Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or
7 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for
8 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation
9 Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from
10 any dispute or controversy regarding any division or sharing of any of these payments.

11 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$4,000
12 except for a showing of good cause and as approved by the Court. To the extent the
13 administration expenses are less than or the Court approves payment less than \$4,000,
14 the Administrator will retain the remainder in the Net Settlement Amount.

15 3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
16 \$36,000 to be paid from the Gross Settlement Amount, with 65% (\$23,400) allocated
17 to the LWDA PAGA Payment and 35% (\$12,600) allocated to the Individual PAGA
18 Payments.

19 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a)
20 dividing the amount of the Aggrieved Employees' 35% share of PAGA
21 Penalties (\$12,600) by the total number of PAGA Pay Periods worked by all
22 Aggrieved Employees during the PAGA Period and (b) multiplying the result
23 by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees
24 assume full responsibility and liability for any taxes owed on their Individual
25 PAGA Payment.

26 3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested,
27 the Administrator will allocate 65% of the final amount to the LWDA and the
28 remainder to the Net Settlement Amount. The Administrator will report the

Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendant calculates there are 95 Aggrieved Employees who worked a total of 1,666 PAGA Pay Periods as of January 18, 2026.

4.2 Aggrieved Employee Data. Within 14 days of the Court issuing an order granting approval of this Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement (such as issuing notices and payments and contacting the Aggrieved Employees as necessary) and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data is incomplete, inaccurate, or omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Additionally, on or before the date on which Plaintiff files the initial motion or stipulation for approval of this Settlement, Defendant's counsel shall confirm in writing to PAGA counsel that the Data will be in their possession by no later than 7 calendar days after that filing date, to ensure that there will be no delays in providing the Data to the Administrator. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA

1 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
2 Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA
3 Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA
4 Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not
5 precede disbursement of Individual PAGA Payments.

6 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and
7 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The
8 face of each check shall prominently state the date (not less than 180 days after the
9 date of mailing) when the check will be voided. The Administrator will cancel all
10 checks not cashed by the void date. Before mailing any checks, the Administrator must
11 update the recipients' mailing addresses using the National Change of Address
12 Database.

13 4.4.2 The Administrator must conduct an Address Search for all Aggrieved
14 Employees whose checks are returned undelivered without a United States Postal
15 Service ("USPS") forwarding address. Within 7 days of receiving a returned check the
16 Administrator must re-mail the check to the USPS forwarding address provided or to
17 an address ascertained through the Address Search. The Administrator need not take
18 further steps to deliver checks to Aggrieved Employees whose re-mailed checks are
19 returned as undelivered. The Administrator shall promptly send a replacement check
20 to any Aggrieved Employee whose original check was lost or misplaced, as requested
21 by the Aggrieved Employee before the void date.

22 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is
23 uncashed and cancelled after the void date, the Administrator shall transmit the funds
24 represented by such check to the California Controller's Unclaimed Property Fund in
25 the name of the Aggrieved Employee.

26 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to
27 confer any additional benefits or make any additional payments to Aggrieved
28 Employees (such as 401(k) contributions or bonuses) beyond those specified in this

1 Agreement.

2 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
3 Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released
4 Parties as follows:

5 5.1 Plaintiff's Release. Upon Defendant's payment in full of the Gross Settlement
6 Amount, Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys
7 (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and
8 discharge Released Parties from all claims arising since February 28, 2021 ("Plaintiff's Release").
9 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any
10 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
11 workers' compensation benefits that arose at any time or based on occurrences prior to February
12 28, 2021. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
13 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless,
14 that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different
15 or additional facts or Plaintiff's discovery of them.

16 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
17 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
18 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
19 which reads:

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

23 Thus, notwithstanding the provisions of Section 1542, Plaintiff expressly
24 acknowledges this Agreement is intended to include in its effect all claims
25 Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of
26 signing this Agreement, and that this Agreement contemplates the
27 extinguishment of any such claims. Plaintiff warrants that Plaintiff has read
28 this Agreement, including this waiver of California Civil Code section 1542,

1 and that Plaintiff has consulted with or had the opportunity to consult with
2 counsel of Plaintiff's choosing about this Agreement and specifically about
3 the waiver of Section 1542, and that Plaintiff understands this Agreement and
4 the Section 1542 waiver, and so Plaintiff freely and knowingly enters into
5 this Agreement. Plaintiff further acknowledges that Plaintiff later may
6 discover facts different from or in addition to those Plaintiff now knows or
7 believes to be true regarding the matters released or described in this
8 Agreement, and even so Plaintiff agrees that the releases and agreements
9 contained in this Agreement shall remain effective in all respects
10 notwithstanding any later discovery of any different or additional facts.
11 Plaintiff expressly assumes any and all risk of any mistake in connection with
12 the true facts involved in the matters, disputes, or controversies released or
13 described in this Agreement or with regard to any facts now unknown to
14 Plaintiff relating thereto.

15 5.2 Release by Aggrieved Employees. Upon Defendant's payment in full of the Gross
16 Settlement Amount, to the fullest extent permitted by law, the State of California and all
17 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
18 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
19 Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period
20 that were alleged, or reasonably could have been alleged, based on the facts and allegations in the
21 Class Action Complaint, the Operative Complaint, and the PAGA Notice, including claims for
22 civil penalties based on the following: (1) failure to pay minimum wages; (2) failure to pay
23 straight time wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5)
24 failure to provide rest periods; (6) failure to timely pay wages during employment; (7) failure to
25 maintain accurate records; (8) failure to timely pay final wages; (9) failure to furnish accurate
26 wage statements; and (10) failure to indemnify employees for expenditures ("Released PAGA
27 Claims").

28 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties

1 agree to jointly prepare and file an application or motion for approval of this Settlement.

2 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
3 documents necessary for obtaining approval of this Settlement under Labor Code section 2699,
4 subdivision (f)(2), including: (i) a draft Approval Order; (ii) a signed declaration from the
5 Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to
6 its willingness to serve; competency; operative procedures for protecting the security of
7 Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of
8 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with
9 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with
10 Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel
11 attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice
12 of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699,
13 subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the
14 Agreement showing all modifications made to the Los Angeles Superior Court's Model
15 Agreement; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved
16 Employees and/or the Administrator. In their declarations, excluding the Class Action discussed
17 above, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter
18 or action asserting claims that will be extinguished or adversely affected by the Settlement.

19 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing and filing the application or motion for approval of this
21 Settlement no later than [30] days after the full execution of this Agreement and, if necessary,
22 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the
23 motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the
24 Administrator.

25 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
26 or motion for approval of this Settlement and/or the supporting declarations and documents,
27 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
28 meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court

1 does not grant the motion for approval of this Settlement or conditions its approval on any material
2 change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
3 on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the
4 Agreement and otherwise satisfy the Court's concerns.

5 **7. SETTLEMENT ADMINISTRATION.**

6 7.1 Selection of Administrator. The Parties have jointly selected PSA to serve as the
7 Administrator and verified that, as a condition of appointment, PSA agrees to be bound by this
8 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
9 the Administration Expenses Payment. The Parties and their Counsel represent that they have no
10 interest or relationship, financial or otherwise, with the Administrator other than a professional
11 relationship arising out of prior experiences administering settlements.

12 7.2 Employer Identification Number. The Administrator shall have and use its own
13 Employer Identification Number for purposes of calculating payroll tax withholdings and
14 providing reports to state and federal tax authorities.

15 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
16 meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section
17 468B-1.

18 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to
19 be performed or observed by the Administrator set forth in this Agreement or otherwise.

20 **8. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of
21 Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for
22 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
23 administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

24 8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
25 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
26 Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to
27 appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the
28 right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals.

1 The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
2 appeals. If another party appeals the Judgment, the Parties' obligations to perform under this
3 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment
4 becomes final, except as to matters that do not affect the Net Settlement Amount.

5 **9. ADDITIONAL PROVISIONS.**

6 9.1 No Admission of Liability. This Agreement represents a compromise and settlement
7 of highly disputed claims. Nothing in this Agreement is intended or should be construed as an
8 admission by Defendant that any of the allegations in the Operative Complaint have merit or that
9 Defendant has any liability for any claims asserted; nor is it intended or should be construed as
10 an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree
11 that representative treatment is for purposes of this Settlement only. If for any reason the Court
12 does not approve this Settlement, Defendant reserves all available defenses to the claims in the
13 Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this
14 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
15 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
16 Settlement and this Agreement).

17 9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
18 together with its attached exhibits shall constitute the entire agreement between the Parties
19 relating to the Settlement, superseding any and all oral representations, warranties, covenants or
20 inducements made to or by any Party.

21 9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
22 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
23 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
24 its terms, and to execute any other documents reasonably required to effectuate the terms of this
25 Agreement including any amendments to this Agreement.

26 9.4 Confidentiality Prior to filing the Motion for Approval. Plaintiff, PAGA Counsel,
27 Defendant, and Defense Counsel separately agree that, until the Motion for Approval of
28 Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or cause or

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

16 9.5 Media or Press. The Parties and their counsel further agree that they will not issue any
17 press releases, initiate any contact with the press, respond to any press inquiry, or have any
18 communication with the press about the fact, amount, or terms of the Agreement. PAGA Counsel
19 further agrees not to use the Agreement for any attorney advertising or to characterize the
20 Settlement as "recovery for wage theft" or any similar description.

21 9.6 Agreement Contingent on Court Approval. This Agreement is contingent upon an
22 order by the Court granting approval the Settlement and that the LWDA does not intervene and
23 object to the Settlement. In the event it becomes impossible to secure approval of the Settlement
24 by the Court and the LWDA, the Parties shall be restored to their respective positions in the
25 Actions prior to entry of this Settlement. If this Agreement is voided, not approved by the Court,
26 or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by
27 its terms except to the extent the Court reserves any authority to issue any appropriate orders
28 when denying approval.

1 9.7 Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts in good faith to implement the Settlement by, among other things, modifying the
3 Settlement Agreement and submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator or the Court for resolution.

8 9.8 No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
10 encumber to any person or entity any portion of any liability, claim, demand, action, cause of
11 action or right released and discharged by the Party in this Settlement.

12 9.9 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
13 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
14 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
15 CFR Part 10, as amended) or otherwise. Defendant makes no representation as to the tax treatment
16 or legal effect of the Payments called for in this Agreement.

17 9.10 Modification of Agreement. This Agreement, and all parts of it, may be amended,
18 modified, changed or waived only by an express written instrument signed by all Parties or their
19 representatives and approved by the Court.

20 9.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure
21 to the benefit of, the successors of each of the Parties.

22 9.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the laws of the State of California, without regard to
24 conflict of law principles.

25 9.13 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this
26 Agreement. This Agreement will not be construed against any Party on the basis that the Party
27 was the drafter or participated in the drafting.

28 9.14 Confidentiality. To the extent permitted by law, all agreements made and orders

entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

9.15 Non-Evidentiary Use. Whether or not the Effective Date occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant or any of the Released Parties in any further proceeding in the Actions, except for the purposes of effectuating the Settlement pursuant to this Agreement.

9.16 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.17 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 the Agreement.

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

9.19 Notice. All notices, demands or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Nicol E. Hajjar, Esq.
nicol.hajjar@wilshirelawfirm.com
Rachel J. Vinson, Esq.
rachel.vinson@wilshirelawfirm.com
Wilshire Law Firm
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988

To Defendant: Karen Luh, Esq.
karen.luh@jacksonlewis.com
Nicole R. Kardassakis, Esq.
nicole.kardassakis@jacksonlewis.com
JACKSON LEWIS P.C.
725 S Figueroa St, Ste 2800
Los Angeles, CA 90017
Telephone: (213) 630-8271

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

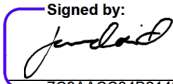
9.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the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

9.22 Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect any other provision if Defense

Counsel and PAGA Counsel, on behalf of the Parties and Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

By the Parties:

Dated: 5/29/2026

Signed by:

7C9AACC34B21429...
Plaintiff Ianna David

Dated: _____

Defendant Norwalk Retirement Villa, LLC

By: _____

Position: _____

Approved by counsel:

Dated: 6/1/2026

WILSHIRE LAW FIRM

By: 
Nicol E. Hajjar
Rachel J. Vinson

Attorneys for Plaintiff IANNA DAVID

Dated: _____

JACKSON LEWIS P.C.

By: _____
Karen Luh
Nicole R. Kardassakis

Attorneys for Defendant NORWALK RETIREMENT
VILLA, LLC

Counsel and PAGA Counsel, on behalf of the Parties and Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

By the Parties:

Dated: _____

Plaintiff Ianna David

Adam Zenou

Dated: _____

Adam Zenou (May 29, 2026 15:25:35 PDT)

Defendant Norwalk Retirement Villa, LLC

By: Adam Zenou

Position: Member

Approved by counsel:

Dated: _____

WILSHIRE LAW FIRM

By: _____

Nicol E. Hajjar

Rachel J. Vinson

Attorneys for Plaintiff IANNA DAVID

Dated: **06/01/2026**

JACKSON LEWIS P.C.

Nicole Kardassakis

By: Nicole Kardassakis (Jun 1, 2026 10:34:19 PDT)

Karen Luh

Nicole R. Kardassakis

Attorneys for Defendant NORWALK RETIREMENT
VILLA, LLC