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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ADRIAN ANDERSON, BRANDY TRUJILLO,
ALYSSA TRUJILLO, KERRI BYERS,
ARSHANE TYERRA KING, MISTA LA SHEA
JOHNSON, EUGENA YOLANDA RICHARD,
and DANIELA HERNANDEZ, individually, on
behalf of all others similarly situated, the State of
California, and other aggrieved employees,

Plaintiffs,

v.

PRESTIGE SENIOR LIVING, L.L.C., a Limited
Liability Company; PRESTIGE CARE, INC., a
corporation; LANCASTER VENTURES, L.L.C.,
a Limited Liability Company; PRESTIGE
ASSISTED LIVING AT LANCASTER, an
unknown entity; CHICO VENTURES, L.L.C., a
Limited Liability Company; MANTECA
VENTURES ALF, L.L.C., a Limited Liability
Company; MARYSVILLE VENTURES, L.L.C.,
a Limited Liability Company; OROVILE
ASSISTED LIVING, L.L.C., a Limited Liability
Company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV15087

*[Assigned for all purposes to Hon. Theresa
M. Traber, Dept. 1]*

**DECLARATION OF BENJAMIN H.
HABER IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: January 7, 2027

Time: 10:30 a.m.

Dept.: 1

Complaint filed: June 28, 2023

FAC filed: July 6, 2026

Trial date: Not set

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I, Benjamin H. Haber, hereby declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a Partner at Wilshire Law Firm, PLC (“WLF”) and Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), counsel for Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo, Kerri Byers, Arshane Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez (collectively, the “Plaintiffs”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

Procedural History

3. This is a wage and hour class and Private Attorneys General Act (“PAGA”) (Lab. Code §§ 2699, *et seq.*) representative action. Plaintiffs and the Class Members worked in California as non-exempt employees for Defendants Prestige Senior Living, L.L.C., Prestige Care, Inc., Lancaster Ventures, L.L.C., Prestige Assisted Living at Lancaster, Chico Ventures, L.L.C., Manteca Ventures Alf, L.L.C., Marysville Ventures, L.L.C., and Oroville Assisted Living L.L.C. (collectively, the “Defendants” and together with Plaintiffs, the “Parties”) from December 1, 2020, through December 31, 2024. Defendants own and operate assisted care living facilities in California founded in 1985 and is an industry leader in senior care.

4. On June 28, 2023, Plaintiffs Adiran Anderson, Brandy Trujillo and Alyssa Trujillo (the “Anderson Class Action”) filed this putative class action against Defendants Prestige Senior Living, LLC; Prestige Care, Inc., Lancaster Ventures, LLC; and, Prestige Assisted Living at Lancaster alleging: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay final wages at termination; (6) failure to provide accurate itemized wage statements; (7) failure to indemnify employees for expenditures; and (8) unfair business practices.

5. On January 24, 2024, Plaintiff Kerri Byers (the “Byers Class Action”) filed a Class Action Complaint against Defendants Prestige Care, Inc.; Lancaster Ventures, LLC; Chico Ventures,

1 LLC, Manteca Ventures Alf, LLC; Marysville Ventures, LLC, Oroville Assisted Living, LLC in the
2 Superior Court of the State of California, County of Butte Case No. 24CV00248 alleging (1)
3 violation of California Business and Professions Code; (2) failure to pay minimum wages; (3) failure
4 to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6)
5 failure to provide accurate itemized wage statements; (7) failure to reimburse employees for required
6 expenses; and (8) failure to pay sick pay wages.

7 6. On July 21, 2023, Plaintiffs Adrian Anderson, Brandy Trujillo, and Alyssa Trujillo
8 provided written notice to the LWDA and Defendants with the specific provisions of the Labor Code
9 alleged to have been violated, including the facts and theories in support. A true and correct copy of
10 Plaintiffs' July 21, 2023, letter to Defendants and the LWDA is attached hereto as **Exhibit 1**. The
11 LWDA did not notify Plaintiffs that intended to investigate within 65 days of this written notice.

12 7. On January 30, 2024, Plaintiff Kerri Byers filed a separate action in Superior Court
13 of the State of California, County of Los Angeles Case No. 24AVCV00111, for civil penalties
14 under PAGA (the "Byers PAGA Action"). On November 14, 2025, Plaintiff Byers filed a Request
15 for Dismissal without prejudice of the Byers PAGA Action, which the Court entered on that same
16 date.

17 8. On July 7, 2026, Plaintiffs filed a First Amended Class and Representative Action
18 Complaint in the Anderson Class Action that adds the claims and parties from the Byers Class
19 Action and the Byers PAGA Action. The first amended complaint added Areshanae Tyerra King,
20 Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez as named Plaintiffs and
21 and Visalia Ventures, L.L.C. and Prestige Assisted Living at Visalia as named Defendants (the
22 "Operative Complaint").

23 9. On December 5, 2025, the Parties subsequently participated in a private full-day
24 mediation with Jonathan Andrews, Esq. The negotiations were adversarial, conducted at arm's
25 length, and tempered by the efforts of both sides to serve the interests of their clients. The mediator
26 made a proposal, which was accepted by the Parties.

27 10. The parties negotiated the terms of the Settlement over the next several months, which
28 was finalized on August 7, 2026. A true and correct copy of the Parties' fully executed Class Action

1 and PAGA Settlement Agreement (“Settlement Agreement”) is attached hereto as **Exhibit 2**.
2 Attached thereto as **Exhibit A** is a true and correct copy of the Parties’ proposed Class Notice.

3 11. On August 31, 2026, Plaintiffs submitted a copy of the Settlement Agreement to the
4 LWDA. A true and correct copy of the confirmation of submission my office received after
5 submitting the Settlement Agreement to the LWDA is attached hereto as **Exhibit 3**.

6 **Investigation and Exposure Analysis**

7 12. Prior to attending mediation, Plaintiffs’ Counsel thoroughly investigated the claims,
8 applicable law, and potential defenses. Plaintiffs’ Counsel assessed the value to the class claims using
9 the data and documents that Defendants produced in informal and formal discovery, including the
10 number of Class Members, the number of workweeks in the Class Period, the number of pay periods
11 in the PAGA Period, Plaintiffs’ personnel file/documents concerning Plaintiffs, Defendants’
12 employee handbook(s), Defendants’ written wage-and-hour policies, job descriptions, and a random
13 sampling of time and payroll records. Plaintiffs’ Counsel engaged an expert consultant to quantify
14 the potential exposure using the time and payroll records, and then assessed the risks associated with
15 each claim meriting reductions in the likely success at class certification and likely recovery at trial.

16 13. Defendants’ records show that there are approximately 1,132 Class Members, making
17 joinder of all Class Members impracticable. Further, given the size and amount of each Class
18 Members’ claim, Class Members have little incentive to litigate their claims on an individual basis
19 because the out-of-pocket expenses and personal commitment necessary to litigate each claim likely
20 outweigh any potential recovery.

21 14. Plaintiffs have alleged that Defendants maintained common employment policies
22 and/or practices that unlawfully deprived Class Members of wages, meal period, rest periods,
23 reimbursements for business expenses, accurate wage statements, and timely payment of wages upon
24 separation of employment. These allegations present common factual and legal questions of, *inter*
25 *alia*, whether Defendants applied the same scheduling, timekeeping, pay, meal period, rest period,
26 and reimbursement policies to all Class Members, whether these policies and practices resulted in
27 Labor Code violations, whether Defendants’ conduct was intentional, and whether Class Members
28 are entitled to damages and/or penalties. These common questions could be resolved using Class

Members' time records, payroll records, testimony from Defendants' designated representative(s), and Class Members' testimony.

15. Although the exposure Plaintiffs' Counsel calculated is substantial, the various risks at succeeding at class certification and through trial affected the valuation of the claims for settlement purposes.

16. Minimum and Overtime Wages: Plaintiffs' unpaid minimum and overtime wage claims were based on the allegation that Defendants required Class Members to perform work duties while off the clock, without compensation. For example, Plaintiffs alleged that Defendants required them and other Class Members to regularly work longer than eight (8) hours in a workday and more than forty (40) hours in a workweek without compensation. Specifically, Plaintiffs and Class Members regularly received calls pre and post shift calls three (3) or more times per week for general work questions by management and staff, received texts about emergencies while off duty, and subject to daily COVID-19 testing while off the clock. For purposes of calculating Defendants' liability based on a best-case scenario for Plaintiffs and the Class, Plaintiffs' Counsel assumed that all unpaid worktime should have been paid at the overtime rate of pay and conservatively estimated that Defendants are liable for one (1) hour of unpaid worktime per workweek. This results in potential exposure for this claim of approximately \$1,338,504.78 (51,049 workweeks x \$17.48 average hourly rate of pay x 1 hour/workweek x 1.5 overtime rate). Because this claim would have relied heavily on Class Member testimony and would not be evidenced in Defendants' time and payroll records, the risk of succeeding at class certification and trial was substantial. Accordingly, Plaintiffs' Counsel applied a risk discount based on a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial on the merits, yielding a realistic damage estimate of approximately \$267,700.96 (\$1,338,504.78 x 50% x 40%).

17. Meal Periods: Plaintiffs' meal period claim was based on the allegation that Defendants failed to provide Class Members with legally compliant meal periods or pay meal period premiums in lieu thereof. For example, Plaintiffs alleged that Defendants required them and other Class Members to work through their meal periods, return to work during their meal periods, and monitor communications during meal periods without payment of meal period premiums, or

without payment of the premium at the proper rate of pay. Additionally, Plaintiffs' Counsel's expert consultant determined there was an 8.2% meal period violation rate from the sampling of Defendants' time and payroll records, where meal periods were short, late, or missed. Therefore, potential liability for the meal period claim is approximately \$259,534.20 (181,067 shifts over 5 hours x \$17.48 average hourly rate x 8.2% violation rate). After taking into account the difficulty of certifying and proving meal period claims, as well as Defendants' contention that the claim lacks merit and that an 8.2% violation rate is unrealistic, Plaintiffs' Counsel discounted this figure based on a 50% chance of succeeding at class certification and a 40% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$51,906.84 ($\$259,534.20 \times 50\% \times 40\%$).

18. Rest Periods: Plaintiffs' rest period claim was based on the allegation that Defendants failed to provide Class Members with legally compliant rest periods or pay rest period premiums in lieu thereof. For example, Plaintiffs alleged that Defendants required them and other Class Members to work through rest periods or take interrupted rest periods without compensation. Based on Plaintiffs' allegations and Plaintiffs' and other Class Members' experience working for Defendants, Plaintiffs' Counsel applied an 8.2% violation rate to all qualifying shifts during the Class Period. Therefore, Defendants' potential liability for the rest period claim is approximately \$284,834.43 (198,718 shifts of 3.5 hours or longer x \$17.48 average hourly rate x 8.2% violation rate). However, Plaintiffs' Counsel discounted this figure to account for the difficulty of certifying and proving rest period claims, particularly because rest periods do not have to be recorded, and to account for the possibility of Class Members voluntarily choosing to forego a rest period. Because this claim would have relied exclusively on Class Member testimony, Plaintiffs' Counsel discounted this claim based on a 50% chance of succeeding at class certification and a 50% chance of succeeding at trial, yielding a realistic damage estimate of approximately \$71,208.61 ($\$284,834.43 \times 50\% \times 50\%$).

19. Reimbursements: Plaintiffs' reimbursement claim was based on the allegation that Defendants failed to indemnify Class Members for expenses incurred as a direct result of performing their job duties for Defendants, such as mandatory use of personal cell phones for work purposes. For purposes of calculating Defendants' liability based on a best-case scenario for

1 Plaintiffs and the Class, Plaintiffs' Counsel estimated that Defendants were liable to each Class
2 Member for \$1.57 per workweek in unreimbursed expenses, for a total amount of approximately
3 \$80,146.93 ($\$1.57 \times 51,049$ workweeks). However, Defendants argued that these expenses were
4 not required by Defendants, and that it could not have known that these expenses were being
5 incurred. Accordingly, Plaintiffs' Counsel discounted this claim based on a 30% chance of
6 succeeding at class certification and a 30% chance of succeeding at trial, yielding a realistic
7 damage estimate of approximately \$7,213.22 ($\$80,146.93 \times 30\% \times 30\%$).

8 20. In sum, Plaintiffs' Counsel estimated that Plaintiffs' maximum recovery for the off-
9 the-clock claim, meal period violations, and rest period violations (i.e., the wage claims) is
10 approximately \$1,882,873.41. However, after factoring in the risk and uncertainty of prevailing at
11 certification and trial, Plaintiffs' Counsel estimates that Plaintiffs' realistic estimated recovery for
12 these non-penalty wage claims is approximately \$390,816.41.

13 21. Derivative Penalties: Plaintiffs alleged that as a result of Defendants' failure to pay
14 all wages owed, Defendants owed waiting time penalties and wage statement penalties. With
15 respect to Plaintiffs' derivative claims for statutory penalties, Plaintiffs' Counsel estimated that
16 Defendants' realistic potential liability is approximately \$5,279,738.48. Defendants' maximum
17 potential liability for waiting time penalties is approximately \$4,100,388.48 (1,086 employees x
18 \$17.48 average hourly rate of pay x 7.2 hours/day x 30 days) based on approximately 1,086
19 formerly employed Class Members during the 3-year statute of limitations period and an average
20 shift length of 7.2 hours. Defendants' maximum potential liability for inaccurate wage statements
21 is approximately \$1,179,350.00 ([637 employees x 1 initial violation/employee x \$50 for an initial
22 violation] + [(12,112 pay periods – 637 initial violations) x \$100 for each subsequent violation])
23 based on approximately 637 Class Members who worked during the 1-year statute of limitations
24 period and approximately 12,112 pay periods in that statutory timeframe. In light of the foregoing,
25 Plaintiffs' Counsel believes that it would be unrealistic to expect the Court to award the full
26 \$5,279,738.48 in statutory penalties given Defendants' defenses, the contested nature of Plaintiffs'
27 claims, the challenges of establishing willfulness as applicable, and the discretionary nature of
28 penalties. Considering that the underlying wage claims are realistically estimated to be

1 approximately \$390,816.41, such a disproportionate award would also raise due process concerns.
2 As such, Plaintiffs' counsel discounted these figures to account for the risk and uncertainty of
3 obtaining class certification and prevailing at trial, resulting in a realistic evaluation of
4 approximately \$246,023.31 for waiting time penalty claims ($\$4,100,388.48 \times 30\% \times 20\%$), and
5 approximately \$70,761.00 for wage statement penalty claims ($\$1,179,350.00 \times 30\% \times 20\%$), or
6 approximately \$316,784.31 total for statutory penalties.

7 22. PAGA: For the PAGA claim, Plaintiffs' Counsel determined that Defendants'
8 potential exposure could potentially reach \$1,211,200.00, assuming the initial \$100 penalty would
9 apply for each of the 12,112 pay periods in the PAGA Period. However, even assuming success
10 on the merits of each claim, PAGA gives the Court discretion to reduce penalties for a variety of
11 reasons, including where to do otherwise would result in an award that is unjust, arbitrary and
12 oppressive, or confiscatory. As such, Plaintiffs' counsel discounted this figure to account for the
13 risk and uncertainty of prevailing at trial, resulting in a realistic evaluation of approximately
14 \$121,120.00 for PAGA penalties ($\$1,211,200 \times 10\%$). The settlement allocates \$20,000 of the
15 Gross Settlement Amount to PAGA, therefore the PAGA allocation amounts to 2.5% of the Gross
16 Settlement Amount and approximately 17% of the realistic maximum damages for PAGA penalties
17 ($\$20,000.00/\$121,120.00$).

18 23. Using these estimated figures, Plaintiffs' Counsel predicted that the realistic
19 maximum recovery for all claims, including penalties, would be approximately \$835,933.94. This
20 means that the gross settlement figure represents approximately 95% of the realistic maximum
21 recovery ($\$728,275.20/\$795,000.00$). Considering the risk and uncertainty of prevailing at class
22 certification and at trial, this is an excellent result for the Class. Indeed, because of the proposed
23 Settlement, Class Members will receive timely, guaranteed relief and will avoid the risk of an
24 unfavorable judgment.

25 24. Based on the figures in the Settlement Agreement, the Net Settlement Amount
26 available for class settlement payments is currently estimated to be \$319,721.00 for approximately
27 1,132 Class Members. As a result, each Settlement Class Member would be eligible to receive an
28 average net benefit of approximately \$282.44. Based on the estimated Net Settlement Amount

1 available for individual class payments and there being approximately 51,049 workweeks in the
2 Class Period, the estimated weekly valuation for Individual Class Payments is \$6.26 (\$319,721.00
3 / 51,049 workweeks).

4 **Plaintiffs' Counsel's Qualifications**

5 25. Plaintiffs are represented by WLF and BNBD. The attorneys at WLF performed
6 significant work and expended litigation costs in prosecuting this matter with no guarantee of
7 payment.

8 26. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
9 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
10 employees. WLF is actively and continuously practicing in employment litigation, representing
11 employees in both individual and class actions in both state and federal courts throughout California.

12 27. WLF is qualified to handle this Litigation because its attorneys are experienced in
13 litigating Labor Code violations in individual, class action, and representative action cases. WLF
14 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
15 class actions involving consumer rights and data privacy litigation.

16 28. I am a Partner at WLF. He graduated from the University of California, Los Angeles,
17 in 2012 and received my Juris Doctor from the University of California, Hastings College of the Law
18 (now the University of California College of Law, San Francisco) in 2016. During law school, I was
19 a member of the executive board for the Hastings Law Journal; a student mediator at the San
20 Francisco Superior Court, Small Claims Division; and a managing editor for SCOCAblog, which
21 continues to be a leading online publication for analysis regarding trends and cases before the
22 California Supreme Court. Since graduating from law school, I have focused my legal work
23 primarily on wage-and-hour litigation and have helped obtain more than one hundred class
24 settlements on behalf of tens of thousands of workers in California. I was also selected as a "Southern
25 California Rising Star" in 2024, 2025, and 2026.

26 29. I have been appointed as class counsel in numerous wage-and-hour cases throughout
27 California. Below is a non-exhaustive list of cases where I was appointed as class counsel or I and
28 other members of WLF were appointed as class counsel:

- a. Colter v. Propulsion Controls Engineering, San Diego County, Case No. 37-2020-00030682-CU-OE-CTL; Motion for Final Approval granted on October 28, 2022.
- b. Rodriguez v. Modesto Restaurant Group, LLC, Stanislaus County, Case No. CV-21-000269; Motion for Final Approval granted on January 10, 2023.
- c. Kingsbury v. Caravan Foods II, Inc., Alameda County, Case No. RG21096357; Motion for Final Approval granted on January 31, 2023.
- d. Frias-Estrada v. Trek Retail Corporation, Contra Costa County, Case No. MSC20-01916; Motion for Final Approval granted on March 3, 2023.
- e. Varez v. Valley Connection, LLC dba Carl's Jr., Merced County, Case No. 22CV-00985; Motion for Final Approval granted on April 27, 2023.
- f. Reyes v. Everytable, PBC, et al., Los Angeles County, Case No. 21STCV35987; Motion for Final Approval granted on May 3, 2023.
- g. Ortiz v. Tara Materials, Inc., San Diego County, Case No. 37-2021-0001473-CU-OE-CTL; Motion for Final Approval granted on May 30, 2023.
- h. Cruz-Sanchez v. Eagle Lath & Plaster, Inc., Sacramento County, Case No. 34-2021-00293739-CU-OE-GDS; Motion for Final Approval granted on May 30, 2023.
- i. Garduno v. New Generation Framing, Inc., et al., Stanislaus County, Case No. CV-21-000544; Motion for Final Approval granted on August 11, 2023.
- j. Hernandez, et al. v. Burford Farming Company, Inc., Fresno County, Case No. 21CECG03817; Motion for Final Approval granted on August 21, 2023.
- k. Barajas v. Final Phase Construction, Inc., San Bernardino County, Case No. CIVSB2118622; Motion for Final Approval granted on September 13, 2023.
- l. Jaimes, et al. v. Infiniti Health LLC, Los Angeles County, Case No. 22STCV07261; Motion for Final Approval granted on October 17, 2023.
- m. Nunez v. Gabriel Container, Los Angeles County, Case No. 21STCV09787; Motion for Final Approval granted on November 2, 2023.
- n. Gutierrez v. Next Level Door & Millwork, Inc., Riverside County, Case No. CVRI2105455; Motion for Final Approval granted on January 11, 2024.

- 1 o. Lupercio v. Western CNC, Inc., San Diego County, Case No. 37-2021-00010314-
2 CU-OE-CTL; Motion for Final Approval granted on January 26, 2024.
- 3 p. Jackson, et al. v. Apple Valley Communications, Inc., et al., San Bernardino County,
4 Case No. CIVSB2124721; Motion for Final Approval granted on February 1, 2024.
- 5 q. Cuadras, et al. v. Guinn Corporation, Kern County, Case No. BCV-21-101520;
6 Motion for Final Approval granted on February 22, 2024.
- 7 r. Canton, et al v. John B. Sanfilippo & Sons, Inc., Merced County, Case No. 22-CV-
8 01145; Motion for Final Approval granted on March 15, 2024.
- 9 s. Williams v. Total Longterm Care, Inc., et al., San Bernardino County, Case No.
10 CIVSB2213347; Motion for Final Approval granted on April 2, 2024.
- 11 t. Espinoza v. Delallo's Italian Foods, Inc., Butte County, Case No. 21CV02640;
12 Motion for Final Approval granted on April 24, 2024.
- 13 u. Meza v. Argus Management Company, LLC, et al., Los Angeles County, Case No.
14 21STCV31612; Motion for Final Approval granted on May 20, 2024.
- 15 v. Wade v. Mallory Safety and Supply LLC, Siskiyou County, Case No. 23CV00951;
16 Motion for Final Approval granted on July 11, 2024.
- 17 w. Abarca-Rueda, et al. v. Foley Family Wines, Inc., et al., Sonoma County, Case No.
18 S-CV-268148; Motion for Final Approval granted on August 21, 2024.
- 19 x. Aguilar v. American Pasteurization Company, Inc., et al., Sacramento County, Case
20 No. 34-2021-00312027-CU-OE-GDS; Motion for Final Approval granted on
21 September 3, 2024.
- 22 y. Hayes, et al. v. Gonzales Park, LLC, et al., Butte County, Case No. 21CV02456;
23 Motion for Final Approval granted on May 1, 2024.
- 24 z. Hernandez v. KW California, et al., Kern County, Case No. BCV-23-100346; Motion
25 for Final Approval Granted on December 4, 2024.
- 26 aa. Arias v. The Shyft Group GTB, LLC, et al., Los Angeles County, Case
27 No.22STCV37390; Motion for Final Approval granted on December 3, 2024.
- 28 bb. Barajas Maya v. United Facilities Group, Inc., et al., Santa Clara County, Case No.

22CV397353; Motion for Final Approval granted on November 22, 2024.

30. Daniel J. Kramer is a ninth-year Senior Attorney at Wilshire Law Firm, PLC. He was admitted to practice law in the State of California and the Central, Eastern, Southern, and Northern Districts of California. He graduated from Stanford University with a Bachelor of Arts in History and Political Science, and received his Juris Doctor from Loyola Law School, Los Angeles in 2016. During law school, he was a research editor for the Loyola of Los Angeles International and Comparative Law Review. Before joining Wilshire Law Firm, he practiced briefly at a firm that focused on municipal law and code enforcement and then moved to a respected plaintiff-side firm to practice wage and hour class action litigation. He has several years of work experience litigating wage and hour class actions, and has been appointed as class counsel in numerous cases, including inter alia:

- a. Hayes, et al. v. Gonzales Park, LLC, et al., Butte County, Case No. 21CV02456; Motion for Final Approval granted on May 1, 2024.
- b. Hernandez v. KW California, et al., Kern County, Case No. BCV-23-100346; Motion for Final Approval granted on December 4, 2024.
- c. Petrossian v. The Testing Company LLC, Los Angeles County, Case No. 22STCV34526; Motion for Final Approval granted on December 23, 2024.
- d. Conchas Jimenez v. The Castine Group, Santa Clara County, Case No. 21CV375173; Motion for Final Approval granted on February 6, 2025.
- e. Svay v. Certainteed, LLC, Madera County, Case No. MCV093066; Motion for Final Approval granted on May 20, 2025.
- f. Chavira, et al. v. Mark III Construction, Inc., Sacramento County, Case No. 34-2021-00308972-CU-OE-GDS; Motion for Final Approval granted on January 30, 2026.
- g. Mendoza, et al. v. OSI Industries, LLC, Riverside County, Case No. CVRI2203101; Motion for Final Approval granted on February 27, 2026.

31. Chase Stern is an Associate Attorney at WLF. He has more than a decade of complex litigation experience, which has been largely dedicated to representing individual and corporate

entity plaintiffs in complex class action and commercial litigation in state and federal courts throughout the country. He is admitted to practice law before all courts in the State of California, the United States District Courts for the Northern, Southern, and Central Districts of California, and the United States Court of Appeals for the Ninth Circuit. Over the course of his career, he has been appointed as class counsel in numerous class action matters throughout California, including wage-and-hour cases. He holds a B.S. in Finance and Entrepreneurship & Emerging Enterprises from Syracuse University and a J.D. from California Western School of Law, graduating from both institutions with honors.

32. Trenten Bilodeaux is an Associate Attorney at WLF. He is currently in his sixth year of practice involving corporate entities in complex class action litigation in state and federal courts. He is admitted to practice before all courts in the State of California, the State of Oregon, and the United States District Court for the Northern, Eastern, and Central Districts of California. Over the course of his career, he has participated in numerous class action settlements for similar employment and wage claims as those present here. Prior to practice, he graduated cum laude with a Bachelor of Arts in Political Science from California State University, Chico before accepting a scholarship to attend the University of the Pacific, McGeorge School of Law where he achieved a Juris Doctorate and graduated with honors in 2020.

33. Justin F. Marquez is a former Senior Partner at WLF who was actively involved in the litigation and resolution of this Action from its inception through December 2024. He graduated from University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, magna cum laude and Phi Beta Kappa. He graduated from Notre Dame Law School with a Juris Doctorate. He was admitted to the State Bar of California in February 2019. His practice focused primarily on advocating for the rights of consumers and employees in class action litigation and appellate litigation. He received numerous awards for his legal work: from 2017 to 2020, Super Lawyers selected him as a "Southern California Rising Star," and from 2022 to 2025, he was selected as a "Southern California Super Lawyer"; he was selected as one of the "Best Lawyers in America" from 2023 to 2025; and in 2024, he, along with his colleagues at WLF, received a CLAY (California Lawyer Attorneys of the Year) award for their work on a false advertising case

1 against Apple which ultimately led to a \$25 million settlement. He also was selected to speak at
2 multiple CELA conferences throughout his career – in 2019, he spoke on the topic of manageability
3 of class actions at CELA’s 2019 Advanced Wage & Hour Seminar, and in 2024, he spoke on the
4 topic of dealings with multiple cases against the same defendant at CELA’s 2024 Advanced Wage
5 & Hour Seminar. He served as lead or co-lead in negotiating class action settlements worth over \$10
6 million in gross recovery to class members for each year since 2020, including over \$37.5 million in
7 2022 and over \$75 million in 2023.

8 **No Conflicts**

9 34. WLF has no actual or potential conflicts of interest with Class Members or the
10 proposed Administrator, Apex Class Action LLC.

11 35. WLF is not aware of any pending matter or action against Defendants that may be
12 extinguished or adversely affected by this Settlement.

13 36. WLF and BNBD have a fee splitting agreement.

14 **Administrator**

15 37. Plaintiffs’ Counsel sought bids from three (3) administrators to administer this
16 Settlement. The Parties selected the bid with the lowest cost, which was from Apex Class Action
17 LLCA true and correct copy of the will-not-exceed bid from Apex Class Action LLC to administer
18 this Settlement is attached hereto as **Exhibit 4**.

19 **Cy Pres**

20 38. The Parties have agreed upon using Community Law Project as the Cy Pres
21 Recipient. Class Counsel and Plaintiffs have no interest in nor any relationship (financial or
22 otherwise) with Community Law Project.

23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct.

25 Executed on August 31, 2026 at Los Angeles, California.

26
27 
28 Benjamin H. Haber

EXHIBIT 1

WILSHIRE LAW FIRM, PLC

3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
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Bobby Saadian, Esq. JD/MBA

Colin M. Jones, Esq.
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Johnny Ogata, Esq.
Tae Kim, Esq.

Benjamin H. Haber, Esq.
Christina M. Le, Esq.
Daniel Kramer, Esq.
Arsiné Grigoryan, Esq.
Arrash T. Fattahi, Esq.
Zachary D. Greenberg, Esq.
Aram Boyadjian, Esq.

July 21, 2023

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Prestige Senior Living, L.L.C.
7700 NE Parkway Drive Suite 300
Vancouver, WA 98662
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0503 23

LPSL Corporate Services, Inc.
Agent for Service of Process for:
Prestige Senior Living, L.L.C.
601 SW 2nd Ave Suite 2100
Portland, OR 97204
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0503 30

Prestige Care, Inc.
7700 NE Parkway Drive Suite 300
Vancouver, WA 98662
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0503 47

LPSL Corporate Services, Inc.
Agent for Service of Process for:
Prestige Care, Inc.
601 SW 2nd Ave Suite 2100
Portland, OR 97204
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0503 54

Lancaster Ventures, L.L.C.
7700 NE Parkway Drive Suite 300
Vancouver, WA 98662
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0503 61

Cogency Global Inc.
Agent for Service of Process for:
Lancaster Ventures, L.L.C.
1325 J St Ste 1550
Sacramento, CA 95814
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0503 78

Prestige Assisted Living at Lancaster
43454 30th St W
Lancaster, CA 93536
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6490 0503 85

Re: ***Adrian Anderson, et al. v. Prestige Senior Living, L.L.C., et al.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Adrian Anderson, Brandy Trujillo, and Alyssa Trujillo (collectively as "Plaintiffs") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against their former employers, Prestige Senior Living, L.L.C., Prestige Care, Inc., Lancaster Ventures, L.L.C., and

Prestige Assisted Living at Lancaster, (collectively as “Defendants”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to Plaintiffs and all of Defendants’ Aggrieved Employees.

Plaintiffs wish to pursue this action on behalf of themselves as aggrieved employees, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendants in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiffs and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiffs’ Employment with Defendants

Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

Plaintiff Andrian Anderson is a California resident who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately December 2022 to approximately April 2023.

Plaintiff Brandy Trujillo is a California resident who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately May 2022 to approximately February 2023.

Plaintiff Alyssa Trujillo is a California resident who worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately November 2022 to approximately February 2023.

Defendants typically scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs mostly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Plaintiffs’ employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for expenditures incurred during their employment. As discussed below, Plaintiffs’ experience working for Defendants was typical and illustrative.

///

Defendants Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants regularly used a system of time rounding and/or synthetic timekeeping that resulted, over a period of time, in failing to compensate Plaintiffs and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants’ operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendants frequently paid Plaintiffs and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees

are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not always, required Plaintiffs and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiffs and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiffs and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs and the Aggrieved Employees permission to take a meal period. Accordingly, Defendants' policy and practice was not to provide meal periods to Plaintiffs and the Aggrieved Employees in compliance with California law.

Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiffs and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs and the Aggrieved Employees permission to take a rest period.

Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiffs and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiffs and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiffs and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendants failed, and continues to fail to pay Plaintiffs and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendants failed to furnish Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendants violated Labor Code § 226, Plaintiffs and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

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Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendants wrongfully required Plaintiffs and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, use of personal cell phones. Plaintiffs and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs and the Aggrieved Employees for these employment-related expenses.

As a result, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiffs and the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiffs allege that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiffs seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

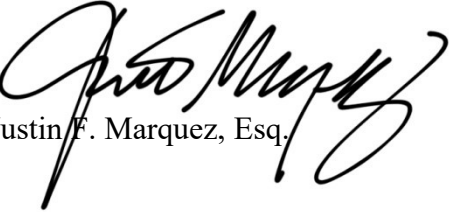
Plaintiffs have placed Defendants on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any

LWDA
Notice of Labor Code Violations and PAGA
July 21, 2023
Page 9 of 9

questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo Kerri Byers, Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez (“Plaintiffs”) and defendants Prestige Care, Inc.; Prestige Senior Living, LLC; Lancaster Ventures, LLC, Prestige Assisted Living at Lancaster;¹ Marysville Ventures, LLC; Oroville Assisted Living, LLC; Chico Ventures, LLC; Manteca Ventures ALF, LLC; Visalia Ventures, LLC; and Prestige Assisted Living at Visalia² (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” collectively means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendants captioned: (1) *Adrian Anderson et al. v. Prestige Senior Living et al.*, Case No. 23STCV15087, initiated on June 28, 2023 and pending in Superior Court of the State of California, County of Los Angeles; (2) *Kerri Byers v. Prestige Care, Inc. et al.*, Case No. 24CV00248, initiated on January 24, 2024 and pending in Superior Court of the State of California, County of Butte; and (3) *Kerri Byers v. Prestige Care, Inc. et al.*, Case No. 24AVCV00111, PAGA Notice sent on August 15, 2023, filed on January 30, 2024 in Superior Court of the State of California, County of Los Angeles, and dismissed without prejudice on November 14, 2025.
- 1.2. “Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, Trevor G. Moran of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), and Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern, and Alan Wilcox of Wilshire Law Firm (“WLF”).

¹ Lancaster Ventures, L.L.C. was doing business as Prestige Assisted Living at Lancaster.

² Visalia Ventures, L.L.C. was doing business as Prestige Assisted Living at Visalia.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendants), and number of Workweeks and PAGA Pay Periods.
- 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 an 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 traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from December 1, 2020, through December 31, 2024.
- 1.14. “Class Representative(s)” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representative(s).
- 1.15. “Class Representative Service Payment(s)” means the service payment(s) made to Plaintiffs as Class Representative(s) in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses, and for the general release of all claims by Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of Los Angeles.
- 1.17. “Defendants” means Prestige Care, Inc.; Prestige Senior Living, LLC; Lancaster Ventures LLC d/b/a Prestige Assisted Living at Lancaster; Marysville Ventures, LLC; Oroville Assisted Living, LLC; Chico Ventures, LLC; Manteca Ventures ALF, LLC; Visalia Ventures, L.L.C d/b/a Prestige Assisted Living at Visalia, the named defendants

in the Action.

- 1.18. “Defense Counsel” means Diane Marie O'Malley, Adrianna C. Kourafas, and Lucero Cordova Arellanes of Hanson Bridgett LLP.
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. 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 if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Seven Hundred Ninety-Five Thousand Dollars (\$795,000) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants.
- 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 Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 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 the period of time from January 30, 2023, through December 31, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff Byers’s August 15, 2023 letter to Defendants Prestige Care, Inc., Lancaster Ventures LLC, Marysville Ventures, LLC, Oroville Assisted Living, LLC, Chico Ventures, LLC, Manteca Ventures ALF, LLC, and the LWDA, and Plaintiff Anderson’s July 21, 2023 letter to Defendants Prestige Care, Inc., Prestige Senior Living, LLC, Lancaster Ventures LLC, Prestige Assisted Living at Lancaster, and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiffs” means Adrian Anderson, Brandy Trujillo, Alyssa Trujillo Kerri Byers, Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez, the named plaintiffs in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.38. “Released Class Claims” means any and all claims, causes of action, liabilities, and demands of every nature and description whatsoever, whether known or unknown, actual or potential, that were alleged or reasonably could have been alleged, based on the facts stated in the Operative Complaint, as defined in Paragraph 2.4, which are alleged to have occurred during the Class Period. Except as expressly set forth in this Agreement,

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or Class claims based on facts occurring outside the Class Period.

- 1.39. "Released PAGA Claims" means any and all claims for civil penalties under PAGA, whether known or unknown, actual or potential, that were alleged or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and PAGA claims outside of the PAGA Period.
- 1.40. "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, investors, attorneys, insurers, predecessors, successors, assigns, subsidiaries, employees, and affiliates including, but not limited to, Prestige Care, Inc.; Prestige Senior Living, LLC; Lancaster Ventures, LLC; Prestige Assisted Living at Lancaster; Visalia Ventures, LLC; Prestige Assisted Living at Visalia; Marysville Ventures, LLC; Prestige Assisted Living at Marysville; Oroville Assisted Living, LLC; Prestige Assisted Living at Oroville; Chico Ventures, LLC; Prestige Assisted Living at Chico; Manteca Ventures ALF, LLC; and Prestige Assisted Living at Manteca.
- 1.41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.43. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. "Workweek" means any week during the Class Period in which a Class Member worked for Defendants as a Class Member for at least one day.

2. RECITALS

The Anderson Class Action

- 2.1. On June 28, 2023, Plaintiffs Adiran Anderson, Brandy Trujillo and Alyssa Trujillo commenced this Action by filing a Class Action Complaint against Defendants Prestige Senior Living, LLC; Prestige Care, Inc., Lancaster Ventures, LLC; and, Prestige Assisted Living at Lancaster in the Superior Court of the State of California, County of Los

Angeles (the “*Anderson* Class Action”). The *Anderson* Class Action Complaint asserted claims for Defendants:

- (a) Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
- (b) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
- (c) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
- (d) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
- (e) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
- (f) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
- (g) Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and
- (h) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).

The Byers Class Action

2.2. On January 24, 2024, Plaintiff Kerri Byers filed a Class Action Complaint against Defendants Prestige Care, Inc.; Lancaster Ventures, LLC; Chico Ventures, LLC, Manteca Ventures Alf, LLC; Marysville Ventures, LLC, Oroville Assisted Living, LLC in the Superior Court of the State of California, County of Butte (the “*Byers* Class Action”). The Byers Class Action Complaint claims that Defendants:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1.
- (c) Failed to pay overtime wages in violation of California Labor Code § 510;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802; and
- (h) Failure to pay sick pay wages in violation of California Labor Code §§ 201-204, 233, 246.

The Byers PAGA Action

2.2. On January 30, 2024, Plaintiff Kerri Byers filed a separate Representative Action Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles (the “*Byers* PAGA Action”). Plaintiff’s Representative Action Complaint asserted one cause of action against Defendants for Civil Penalties Pursuant to Labor Code §§ 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040 Subdivision 5(A)-(B), California Code Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

2.3. On November 14, 2025, Plaintiff Byers filed a Request for Dismissal without prejudice of the *Byers* PAGA Action, which the Court entered on that same date.

Pleading Amendment

- 2.4. As part of this Agreement, the Parties stipulate to the filing of a First Amended Class and Representative Action Complaint (“FAC”) in the *Anderson* Class Action that adds the claims and parties from the *Byers* Class Action and the *Byers* PAGA Action. The FAC shall also add Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez as named Plaintiffs and Class Representatives, and Visalia Ventures, L.L.C. and Prestige Assisted Living at Visalia as named Defendants. The FAC in the *Anderson* Class Action shall be the operative complaint in the Action (the “Operative Complaint”), which was filed on July 6, 2026. After the FAC is filed, Plaintiff Byers shall dismiss without prejudice the *Byers* Class Action.
- 2.7. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

Mediation and Settlement

- 2.6. On December 5, 2025, the Parties participated in an all-day mediation presided over by Jonathan Andrews, Esq., a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.7. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants’ defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- 2.9. 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

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$795,000 and no more as the Gross Settlement Amount. This

amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendants to the Administrator. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 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.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000 each for Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo and Kerri Byers, and \$5,000 each for Plaintiffs Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment 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. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$265,000, and a Class Counsel Litigation Expenses Payment of not more than \$95,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. The Class Counsel Fees Payment shall be allocated among class counsel as follows: 50% to BNBD, and 50% to WLF. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment 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 Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation 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 the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$15,279 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less, or the Court approves payment less than \$15,279, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of 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.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, 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 any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendants have represented that the Class consists of 1132 Class Members who collectively worked a total of 51,049 Workweeks, and 637 Aggrieved Employees who worked a total of 12,112 PAGA Pay Periods.

- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator by January 1, 2027 or within fourteen (14) business days after the Effective Date, whichever is later.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. 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, postage prepaid. The face of each check shall prominently state the "void date", which is one hundred eighty (180) days after the date of mailing, when the check will be voided. 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 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 (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within one hundred twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the

Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”) The Parties propose Community Law Project as the Cu Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.]
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:
- 6.1. Plaintiffs’ Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred that occurred prior to the date of execution of this agreement, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement. The Claims released by Plaintiff include all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, as well as all those that may lawfully be released, whether arising out of tort, contract, or statute, and shall include, but are not limited to, any claim under any federal, state or local statute, law, regulation or ordinance, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, as amended, the California Fair Employment and Housing Act, the Age Discrimination in Employment Act, the California Family Rights Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, as amended (ERISA), the Internal Revenue Code of 1986, as amended, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), or the applicable Cal-COBRA provisions set forth in the California Insurance Code (Section 10128.50 et seq.) and the California Health and Safety Code, California Labor Code, and any applicable regulations under said laws (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions based on facts occurring after Plaintiffs’ execution of this Agreement, or to claims or actions to enforce this Agreement, or to any claims or actions for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose, at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different

from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of 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.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.

- 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions.

- 7.1. Defendants' Responsibilities. Within fourteen (14) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient, if any. In the Declaration, Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. In this Declaration, Defendants shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period. Further, for purposes of getting the Settlement approved, Defendants' Declaration shall also attest to the sales/transfers that explain the material transactional developments that shortened the putative Class Period. For example, Defendants sold and transferred the Manteca location on August 1, 2024, and the remaining California locations on January 1, 2025. Thus, as of January 1, 2025, Defendants ceased managing all California communities. Workers at Manteca and the other communities were no longer Defendants' employees as of August 1, 2024, and January 1, 2025, respectively. Defendants no longer manage, own, or operate any communities in California

- 7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed

Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) 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. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, 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, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action LLC, to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator’s duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member’s new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual

Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; applying for and retrieving on Defendants behalf any refund amounts of employer taxes for the unclaimed check amounts and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than seven (7) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet

and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may

challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct as long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional fourteen [14] days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted, and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List");

- (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than seven (7) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. 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.
- (f) Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendants provided figures as to the Class size as set forth in paragraph 4.1 above. In regard hereto, Defendants are providing a declaration as set forth in paragraph 7.1 above. If the total number of Workweeks and PAGA Pay Periods exceeds the currently agreed figures 51,049 Workweeks and 12,112 PAGA Pay Periods, respectively, by more than 10% during the Class

Period and PAGA Period, the Gross Settlement Amount shall increase proportionately (e.g., if the number of Workweeks exceeds 17%, then Defendants shall pay 7% more than the Gross Settlement Amount). (The “Escalator Clause”) If the Escalator Clause is triggered, Defendants may, without needed consent of Plaintiffs, elect to alter the Class Period and PAGA Period to a time period that does not trigger the Escalator Clause.

10. DEFENDANTS’ RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred as of the date Defendants make this election to withdraw. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. 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 prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. 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 a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the 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 Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the

Settlement as provided in this Agreement, 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 such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. 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), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of 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.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement

confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) as necessary to secure and effectuate resolution and/or dismissal of subsequently filed class actions or PAGA actions which have been, or may be, filed prior to Preliminary Approval. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other 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 the Court for resolution.
- 13.7. 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.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are 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.

- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.
- 13.13. 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.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §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. Not 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, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants.
- 13.15. 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.
- 13.16. 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.
- 13.17. 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 Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223

Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Benjamin H. Haber
Daniel J. Kramer
Chase Stern
Alan Wilcox
Wilshire Law Firm
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Tel.: (213) 381-9988
Fax: (213) 381-9989
E-Mail: benjamin.haber@wilshirelawfirm.com
daniel.kramer@wilshirelawfirm.com
chase.stern@wilshirelawfirm.com
alan.wilcox@wilshirelawfirm.com

To Defendants:

Diane Marie O'Malley

Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, California 94105
Tel.: (415) 777-3200
Fax: (415) 541-9366
E-Mail: domalley@hansonbridgett.com
akourafas@hansonbridgett.com

- 13.18. 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.
- 13.19. 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 CCP section 583.330 the date to bring the Actions to trial under CCP section 583.310 shall be extended for the entire period of this settlement process.
- 13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Adrian Anderson

Dated: _____
Plaintiff Brandy Trujillo

Dated: _____
Plaintiff Alyssa Trujillo

Dated: 07/23/2026
_____  (Jul 23, 2026 08:57:43 PDT)
Plaintiff Kerri Byers

Dated: _____
Plaintiff Areshanae Tyerra King

Dated: _____
Plaintiff Misty La Shea Johnson

Dated: _____
Plaintiff Eugena Yolanda Richard

Dated: _____
Plaintiff Daniela Hernandez

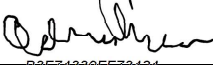
Dated: _____
_____ [name]

For Defendants Prestige Care, Inc.; Prestige Senior Living, LLC;
Lancaster Ventures, LLC, Prestige Assisted Living at Lancaster;
Marysville Ventures, LLC; Oroville Assisted Living, LLC; Chico
Ventures, LLC; Manteca Ventures ALF, LLC; Visalia Ventures,
LLC, Prestige Assisted Living at Visalia

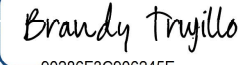
14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 7/24/2026

DocuSigned by:

88F74339FF73424...
Plaintiff Adrian Anderson

Dated: 7/24/2026

DocuSigned by:

00286F3C008245E...
Plaintiff Brandy Trujillo

Dated: 7/23/2026

DocuSigned by:

4F26D0071AD2405...
Plaintiff Alyssa Trujillo

Dated: _____

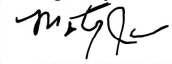
Plaintiff Kerri Byers

Dated: 7/27/2026

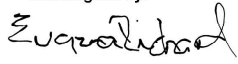
Signed by:

957E48931DE1494...
Plaintiff Areshanae Tyerra King

Dated: 7/24/2026

Signed by:

34D9EEF207FF442...
Plaintiff Misty La Shea Johnson

Dated: 7/25/2026

DocuSigned by:

DEEF268855B2470...
Plaintiff Eugenia Yolanda Richard

Dated: 07/31/2026


Daniela Hernandez (Aug 1, 2026 16:55:02 PDT)
Plaintiff Daniela Hernandez

Dated: 8/7/2026

Signed by:

Ryan Delamarter [name]

For Defendants Prestige Care, Inc.; Prestige Senior Living, LLC;
Lancaster Ventures, LLC, Prestige Assisted Living at Lancaster;
Marysville Ventures, LLC; Oroville Assisted Living, LLC; Chico
Ventures, LLC; Manteca Ventures ALF, LLC; Visalia Ventures,
LLC, Prestige Assisted Living at Visalia

Dated: 8/4/26 _____



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: _____

Benjamin H. Haber

Daniel J. Kramer

Chase Stern

Alan Wilcox

Wilshire Law Firm

Attorney for Plaintiffs

Dated: _____

Diane Marie O'Malley

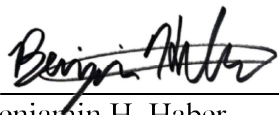
Adrianna C. Kourafas

Hanson Bridgett LLP Attorney for Defendants

Dated: _____

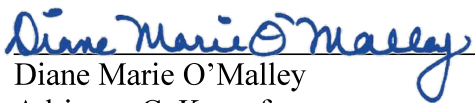
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 7/27/2026



Benjamin H. Haber
Daniel J. Kramer
Chase Stern
Alan Wilcox
Wilshire Law Firm
Attorney for Plaintiffs

Dated: 08/05/2026



Diane Marie O'Malley
Adrianna C. Kourafas
Hanson Bridgett LLP Attorney for Defendants

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Anderson v. Prestige Senior Living,
Superior Court of the State of California, County of Los Angeles, Case No. 23STCV15087

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

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Prestige Care, Inc.; Prestige Senior Living, LLC; Lancaster Ventures, LLC, Prestige Assisted Living at Lancaster;¹ Marysville Ventures, LLC; Oroville Assisted Living, LLC; Chico Ventures, LLC; Manteca Ventures ALF, LLC; Visalia Ventures, LLC; and Prestige Assisted Living at Visalia² (“Defendants”) for alleged wage and hour claims. The Action was filed by Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo Kerri Byers, Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez (“Plaintiffs”) and seeks payment of (1) wages and other relief on behalf of all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the Class Period (December 1, 2020, through December 31, 2024) (“Class Members”), and (2) penalties and other relief on behalf of all individuals who are or previously were employed by Defendants in California and classified as a non-exempt employee at any time during the PAGA Period (January 30, 2023, through December 31, 2024) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$_____>> (less withholding), and your share of the PAGA Penalties (“Individual PAGA Payment”) is estimated to <<be \$_____>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked <<_____>> Workweeks** during the Class Period and **you worked <<_____>> Pay**

¹ Lancaster Ventures, L.L.C. was doing business as Prestige Assisted Living at Lancaster.

² Visalia Ventures, L.L.C. was doing business as Prestige Assisted Living at Visalia.

Periods during the PAGA Period. If you believe that you worked more Workweeks and/or Pay Periods, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment, and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 7 of this Notice.
The Opt-out Deadline	You cannot opt-out of the PAGA portion of the proposed

is _____.	Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below) regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by the Response Deadline _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 1 before Judge Theresa M. Traber. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment depends on how many Workweeks you worked at least one day during the Class Period. The amount of your share of your Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and number of PAGA Period pay periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. What is action about?

Plaintiffs were employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, failing to pay overtime wages, failing to provide required meal periods, failing to provide required rest periods, failing to provide accurate itemized wage statements, failing to provide required expense reimbursement, failing to provide

wages when due, failure to pay sick pay, and engaging in unfair competition. Plaintiffs also seek civil penalties in a representative claim under the Private Attorneys General Act (“PAGA”). These claims are alleged in the First Amended Class and Representative Action Complaint in the Action, which is referred to as the “Operative Complaint”.

Defendants strongly deny that they violated any laws or failed to pay any wages and further deny any liability whatsoever to Plaintiffs, the Class, or Aggrieved Employees. Defendants contend they complied with all applicable laws.

2. What does it mean that the action has settled?

The Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiffs or Defendants. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) with no decision or admission of who is right or wrong, rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written Class Action and PAGA Settlement Agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Seven Hundred Ninety-Five Thousand Dollars (\$795,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, Individual PAGA Payments, and civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendants. Defendants shall fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants’ share of payroll taxes, by transmitting the funds to the Administrator no later than fourteen (14) business days after the Effective Date. The “Effective Date” means the date the Judgment is entered, unless there are objections or an appeal, in which case the Effective Date is the date the Judgment is final and no longer subject to appeal. Within 14 days after Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members.

Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Administration Expenses Payment. Payment to the Administrator, estimated not to exceed \$15,279, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- Attorneys' Fees and Costs. Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$265,000, and an additional amount to reimburse actual litigation costs incurred by the Plaintiffs not to exceed \$95,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The payment of the Class Counsel Fees Payment shall be allocated as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 50% to Wilshire Law Firm. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payments. Class Representative Service Payments in an amount not more than \$15,000 each for Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo and Kerri Byers, and \$5,000 each for Plaintiffs Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela Hernandez as a service award, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amount stated is what Plaintiffs will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$20,000 relating to Plaintiffs' claim under PAGA, \$15,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$5,000 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$5,000) 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. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, which is January 30, 2023, through December 31, 2024.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and

the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount”, shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ _____. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek” means any Workweek during which a Class Member worked for Defendants for at least one day during the Class Period. The number of Workweeks will be based on Defendants’ records; however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member’s Individual Class Payment is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member’s Individual Class Payment is in settlement of claims for non-wages, expense reimbursement, interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion and any Individual PAGA Payment shall not be subject to wage withholdings and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Parties propose Community Law Project as the Cy Pres Recipient.

The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

Administrator. The Court has appointed a neutral company, Apex Class Action (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are any and all claims that were alleged, or reasonably could have been alleged, based on the facts and/or theories alleged in the Operative Complaint filed in the Action, as amended, and/or PAGA Notice, as amended, which occurred during the Class Period during employment in a non-exempt position in California. The Released Class Claims are any and all claims, causes of action, liabilities, and demands of every nature and description whatsoever, whether known or unknown, actual or potential, that were alleged or reasonably could have been alleged, based on the facts stated in the Operative Complaint, as defined in Paragraph 2.4 of the Agreement, which are alleged to have occurred during the Class Period. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or Class claims based on facts occurring outside the Class Period.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA Claims” are all any and all claims for civil penalties under PAGA, whether known or unknown, actual or potential, that were alleged or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and PAGA claims outside of the PAGA Period.

Released Parties. The Released Parties are: Defendants and each of their former and present directors, officers, shareholders, owners, members, investors, attorneys, insurers, predecessors, successors, assigns, subsidiaries, employees, and affiliates including, but not limited to, Prestige Care, Inc.; Prestige Senior Living, LLC; Lancaster Ventures, LLC; Prestige Assisted Living at Lancaster; Visalia Ventures, LLC; Prestige Assisted Living at Visalia; Marysville Ventures, LLC; Prestige Assisted Living at Marysville; Oroville Assisted Living, LLC; Prestige Assisted Living at Oroville; Chico Ventures, LLC; Prestige Assisted Living at Chico; Manteca Ventures ALF, LLC; and Prestige Assisted Living at Manteca.

5. How much will my payment be?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

Defendants' records reflect that you worked <<_____>> Workweeks during the Class Period (December 1, 2020, through December 31, 2024).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is <<_____>>.

Defendants' records reflect that you worked <<_____>> PAGA Pay Periods during the during the PAGA Period (January 30, 2023, through December 31, 2024). Based on this information your estimated Individual PAGA Payment is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice.

The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator's contact information.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendants for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether they submit a request for exclusion. The PAGA Penalties amount is \$20,000, of which \$5,000 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.

To opt out, you must submit to the Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Anderson v. Prestige Senior Living* lawsuit. The request to opt-out should state the Class Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Anderson v. Prestige Senior Living*, Case No. 23STCV15087. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, scheduled for _____, Class Counsel and Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i)

the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Anderson v. Prestige Senior Living* or on the Court's website (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23STCV15087.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The Response Deadline for sending written objections to the Administrator is _____** [sixty (60) days after the date of the Notice or an additional 14 days after the Notice in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Anderson v. Prestige Senior Living*, Case No. 23STCV15087, and include your name, current address, email or telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

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COUNSEL FOR DEFENDANTS:

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425 Market Street, 26th Floor
San Francisco, California 94105

9. Can I Attend the Final Approval Hearing?

You can, but don't have to, attend the Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before Judge Theresa M. Traber. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. You may also appear in person. Check the Court's website for the most current information on appearing in Court.

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Anderson v. Prestige Senior Living*. In addition, hearing dates are posted on the Internet via the Case Access page for the Los Angeles County Superior Court (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 23STCV15087.

10. How Can I Get More Information?

You may call the Administrator at _____ or write to *Anderson v. Prestige Senior Living* Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for final approval or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Anderson v. Prestige Senior Living*. You may get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering Case No.

23STCV15087. If you wish to view the Court files in person, you are encouraged to make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Administrator shall direct all unclaimed funds to be paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b).
- **What if You Lose Your Check** - If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ADRIAN ANDERSON, BRANDY TRUJILLO,
ALYSSA TRUJILLO, KERRI BYERS,
ARSHANE TYERRA KING, MISTA LA
SHEA JOHNSON, EUGENA YOLANDA
RICHARD, and DANIELA HERNANDEZ,
individually, on behalf of all others similarly
situated, the State of California, and other
aggrieved employees,

Plaintiffs,

vs.

PRESTIGE SENIOR LIVING, L.L.C., a
Limited Liability Company; PRESTIGE CARE,
INC., a corporation; LANCASTER
VENTURES, L.L.C., a Limited Liability
Company; PRESTIGE ASSISTED LIVING AT
LANCASTER, an unknown entity; CHICO
VENTURES, L.L.C., a Limited Liability
Company; MANTECA VENTURES ALF,
L.L.C., a Limited Liability Company;
MARYSVILLE VENTURES, L.L.C., a Limited
Liability Company; OROVILE ASSISTED
LIVING, L.L.C., a Limited Liability Company;
and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: **23STCV15087**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theresa M. Traber
Dept: SS-1

Date Filed: June 28, 2023
Trial Date: Not set

1 This matter came before the Honorable Theresa M. Traber of the Superior Court of the
2 State of California, in and for the County Los Angeles, on _____[DATE], for hearing on the
3 unopposed motion by Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo Kerri Byers,
4 Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela
5 Hernandez (collectively, "Plaintiffs") for preliminary approval of the Class Action and PAGA
6 Settlement with Defendants Prestige Care, Inc.; Prestige Senior Living, LLC; Lancaster Ventures,
7 LLC, Prestige Assisted Living at Lancaster;¹ Marysville Ventures, LLC; Oroville Assisted Living,
8 LLC; Chico Ventures, LLC; Manteca Ventures ALF, LLC; Visalia Ventures, LLC; and Prestige
9 Assisted Living at Visalia² ("Defendants"). The Court, having considered the briefs, argument of
10 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
11 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

12
13 **IT IS HEREBY ORDERED:**

14 1. The Court preliminarily approves the Class Action and PAGA Settlement
15 Agreement ("Agreement") attached as Exhibit ____ to the Declaration of _____ in
16 Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. This is based
17 on the Court's determination that the Settlement set forth in the Agreement is within the range of
18 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
19 Procedure and California Rules of Court, rule 3.769.

20 2. This Order incorporates by reference the definitions in the Agreement, and all
21 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

22 3. The Gross Settlement Amount that Defendants shall pay is Seven Hundred Ninety-
23 Five Thousand Dollars (\$795,000). It appears to the Court on a preliminary basis that the
24 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
25 when balanced against the probable outcome of further litigation and the significant risks relating
26

27 _____
¹ Lancaster Ventures, L.L.C. was doing business as Prestige Assisted Living at Lancaster.

28 ² Visalia Ventures, L.L.C. was doing business as Prestige Assisted Living at Visalia.

1 to certification, liability and damages issues. It further appears that investigation and research
2 have been conducted such that counsel for the Parties are able to reasonably evaluate their
3 respective positions. It further appears to the Court that the Settlement will avoid substantial
4 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
5 further prosecution of the Action. It further appears that the Settlement has been reached as the
6 result of serious and non-collusive, arm's-length negotiations.

7 4. The Court preliminarily finds that the Settlement appears to be within the range of
8 reasonableness of a settlement that could ultimately be given final approval by this Court. The
9 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
10 preliminarily finds that the monetary settlement awards made available to the Class is fair,
11 adequate, and reasonable when balanced against the probable outcome of further litigation and the
12 significant risks relating to certification, liability, and damages issues.

13 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
14 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$95,000, and
15 proposed Class Representative Service Payments to the Plaintiffs in an amount not more than
16 \$15,000 each for Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo and Kerri Byers,
17 and \$5,000 each for Plaintiffs Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda
18 Richard, and Daniela Hernandez. The Court will not approve the amount of attorneys' fees and
19 costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will be
20 required to present evidence supporting these requests, including lodestar, prior to final approval.

21 6. The Court recognizes that Plaintiffs and Defendants stipulate and agree to
22 representative treatment and certification of a class for settlement purposes only. This stipulation
23 will not be deemed admissible in this, or any other proceeding should this Settlement not become
24 final. For settlement purposes only, the Court conditionally certifies the Class which consists of
25 "all individuals who are or previously were employed by Defendants in California and classified
26 as a non-exempt employee at any time during the Class Period." The "Class Period" is December
27 1, 2020, through December 31, 2024.

1 7. The Court concludes that, for settlement purposes only, the Class meets the
2 requirements for certification under section 382 of the California Code of Civil Procedure in that:
3 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
4 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
5 community of interest amongst the members of the Class with respect to the subject matter of the
6 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
7 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
8 class action is superior to other available methods for the efficient adjudication of this controversy;
9 and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiffs are adequate
10 representatives of the Class.

11 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
12 Court provisionally appoints Blumenthal Nordrehaug Bhowmik De Blouw LLP and Wilshire Law
13 Firm as Class Counsel for the Class.

14 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
15 Amount of \$20,000.00, which shall be allocated \$15,000.00 to the Labor & Workforce
16 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
17 paid under this Agreement pursuant to the PAGA and \$5,000.00 to the Aggrieved Employees.
18 “Aggrieved Employees” are all individuals who are or previously were employed by Defendants
19 in California and classified as a non-exempt employee at any time during the PAGA Period
20 (January 30, 2023, through December 31, 2024). Pursuant to Labor Code section 2699, the
21 LWDA was provided notice of the Agreement and these settlement terms. The Court finds the
22 PAGA Penalties to be reasonable.

23 10. The Court hereby approves, as to form and content, the Class Notice attached to the
24 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
25 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
26 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
27 and opportunity to object to the Settlement. The Court further finds that the distribution of the
28

1 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
2 the requirements of due process, is the best notice practicable under the circumstances, and shall
3 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
4 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
5 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
6 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
7 address for the Class Member no later than seven (7) days after the receipt of the undelivered
8 Class Notice.

9 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
10 than fifteen (15) days after this Order, Defendants will provide the Class Data to the
11 Administrator. The Administrator will perform address updates and verifications as necessary
12 prior to the first mailing. Using best efforts to mail it as soon as possible, and in no event later
13 than fourteen (14) days after receiving the Class Data, the Administrator will mail the Class Notice
14 Packet to all Class Members via first-class regular U.S. Mail to their last known address.

15 12. The Court hereby preliminarily approves the proposed procedure for exclusion
16 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
17 from the Class as provided in the Class Notice by following the instructions for requesting
18 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
19 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
20 Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline
21 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
22 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
23 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
24 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
25 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
26 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
27 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
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1 group, class, or subclass of individuals is not permitted and will be deemed invalid.

2 13. Any Class Member who has not opted out may appear at the final approval hearing
3 and may object or express the Member's views regarding the Settlement and may present evidence
4 and file briefs or other papers that may be proper and relevant to the issues to be heard and
5 determined by the Court as provided in the Class Notice. Class Members will have until the
6 Response Deadline to submit their written objections to the Administrator. Written objections
7 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
8 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
9 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
10 Hearing to make an oral objection.

11 14. A final approval hearing shall be held before this Court on _____
12 _____ at _____ in Department 1 at the Spring Street Courthouse of the Los
13 Angeles County Superior Court to hear the motion for final approval and for attorneys' fees and
14 costs, and to determine all necessary matters concerning the Settlement, including: whether the
15 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
16 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
17 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
18 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
19 to finally approve attorneys' fees and costs, service awards, and the fees and expenses of the
20 Administrator. All papers in support of the motion for final approval shall be filed with the Court
21 and served on all counsel no later than sixteen (16) court days before the hearing and the motion
22 shall be heard at this final approval hearing.

23 15. Neither the Settlement nor any exhibit, document, or instrument delivered
24 thereunder shall be construed as a concession or admission by Defendants in any way that the
25 claims asserted have any merit or that this Action was properly brought as a class or representative
26 action, and shall not be used as evidence of, or used against Defendants as, an admission or
27 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
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1 omission by Defendants or with respect to the truth of any allegation asserted by any person.
2 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
3 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
4 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
5 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
6 evidence of a presumption, concession, indication or admission by Defendants of any liability,
7 fault, wrongdoing, omission, concession or damage.

8 16. In the event the Settlement does not become effective in accordance with the terms
9 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
10 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
11 and the Parties shall revert to their respective positions as of before entering into the Agreement,
12 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
13 including all available defenses and affirmative defenses, and arguments that any claim in the
14 Action could not be certified as a class action and/or managed as a representative action. In such
15 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
16 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
17 the Agreement with respect to the effect of the Agreement if it is not approved.

18 17. The Court reserves the right to adjourn or continue the date of the final approval
19 hearing and all dates provided for in the Agreement without further notice to Class Members and
20 retains jurisdiction to consider all further applications arising out of or connected with the
21 proposed Settlement.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

25 _____
26 HON. THERESA M. TRABER
27 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
28

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ADRIAN ANDERSON, BRANDY
TRUJILLO, ALYSSA TRUJILLO, KERRI
BYERS, ARSHANE TYERRA KING,
MISTA LA SHEA JOHNSON, EUGENA
YOLANDA RICHARD, and DANIELA
HERNANDEZ, individually, on behalf of all
others similarly situated, the State of
California, and other aggrieved employees,

Plaintiff,

vs.

PRESTIGE SENIOR LIVING, L.L.C., a
Limited Liability Company; PRESTIGE
CARE, INC., a corporation; LANCASTER
VENTURES, L.L.C., a Limited Liability
Company; PRESTIGE ASSISTED LIVING
AT LANCASTER, an unknown entity;
CHICO VENTURES, L.L.C., a Limited
Liability Company; MANTECA VENTURES
ALF, L.L.C., a Limited Liability Company;
MARYSVILLE VENTURES, L.L.C., a
Limited Liability Company; OROVILLE
ASSISTED LIVING, L.L.C., a Limited
Liability Company; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: 23STCV15087

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Theresa M. Traber
Dept: SS-1

Date Filed: June 28, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo
2 Kerri Byers, Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and
3 Daniela Hernandez (collectively, “Plaintiffs”) for an order finally approving the Class Action and
4 PAGA Settlement Agreement (“Agreement”) with Defendants Prestige Care, Inc.; Prestige Senior
5 Living, LLC; Lancaster Ventures, LLC, Prestige Assisted Living at Lancaster;¹ Marysville
6 Ventures, LLC; Oroville Assisted Living, LLC; Chico Ventures, LLC; Manteca Ventures ALF,
7 LLC; Visalia Ventures, LLC; and Prestige Assisted Living at Visalia² (“Defendants”), attorneys’
8 fees and costs, service payments, and the expenses of the Administrator duly came on for hearing
9 on _____ before the Honorable Theresa M. Traber.

10 **I.**

11 **FINDINGS**

12 Based on the oral and written argument and evidence presented in connection with the
13 motion, the Court makes the following findings:

- 14 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 15 2. This Court has jurisdiction over the subject matter of this litigation pending before
16 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
17 Parties to this litigation, including the Class.
- 18 3. Based on a review of the papers submitted by Plaintiffs and a review of the
19 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Ninety-Five
20 Thousand Dollars (\$795,000) and the terms set forth in the Agreement are fair, reasonable, and
21 adequate.
- 22 4. The Court further finds that the Settlement was the result of arm’s length
23 negotiations conducted after Class Counsel had adequately investigated the claims and became
24 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
25 Settlement, and the assistance of an experienced mediator in the settlement process, among other
26

27 ¹ Lancaster Ventures, L.L.C. was doing business as Prestige Assisted Living at Lancaster.

28 ² Visalia Ventures, L.L.C. was doing business as Prestige Assisted Living at Visalia.

1 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

2 **Preliminary Approval of the Settlement**

3 5. On _____, the Court granted preliminary approval of the Settlement. At
4 this same time, the Court approved conditional certification of the Class for settlement purposes
5 only.

6 **Notice to the Class**

7 6. In compliance with the Preliminary Approval Order, the Court-approved Class
8 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
9 about _____. This mailing of the Class Notice to their last-known addresses was the
10 best notice practicable under the circumstances and was reasonably calculated to communicate
11 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
12 the Class Members fully and accurately informed the Class Members of all material elements of
13 the proposed Settlement and of their opportunity to object to or comment thereon or to seek
14 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and
15 complied fully with the laws of the State of California, the United States Constitution, due process
16 and other applicable law. The Class Notice fairly and adequately described the Settlement and
17 provided Class Members adequate instructions and a variety of means to obtain additional
18 information.

19 7. The Response Deadline for opting out or submitting written objections to the
20 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
21 was an adequate interval between notice and the deadline to permit Class Members to choose what
22 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
23 Members to participate in this hearing, and all Class Members and other persons wishing to be
24 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
25 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
26 Court determines that all Class Members who did not timely and properly submit a request for
27 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

1 **Fairness of the Settlement**

2 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
3 48 Cal.App.4th 1794, 1801 (1996).

4 a. The settlement was reached through arm's-length bargaining between the
5 Parties during an all-day mediation before Jonathan Andrews, an experienced mediator of wage
6 and hour class actions. There has been no collusion between the Parties in reaching the
7 Settlement.

8 b. Plaintiffs and Class Counsel's investigation and discovery have been
9 sufficient to allow the Court and counsel to act intelligently.

10 c. Counsel for all Parties are experienced in similar employment class action
11 and PAGA litigation. Class Counsel recommended approval of the Agreement.

12 d. The percentage of objectors and requests for exclusion is small. ____
13 objections were received. _____ requests for exclusion were received.

14 e. The participation rate was high. _____ Participating Class Members will
15 be mailed a settlement payment, representing ____% of the overall Class.

16 9. The consideration to be given to the Class Members under the terms of the
17 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
18 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
19 Members' claims, given the uncertainties and significant risks of the litigation and the delays
20 which would ensue from continued prosecution of the action.

21 10. The Agreement is approved as fair, adequate and reasonable and in the best
22 interests of the Class Members.

23 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

24 11. An award of \$265,000 for attorneys' fees, representing one-third of the Gross
25 Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable, in light of
26 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
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1 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
2 lodestar and billing statement.

3 **Class Representative Service Payments**

4 12. The Agreement provides for a Class Representative Service Payments of not more
5 than \$15,000 each for Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo and Kerri
6 Byers, and \$5,000 each for Plaintiffs Areshanae Tyerra King, Misty La Shea Johnson, Eugena
7 Yolanda Richard, and Daniela Hernandez, subject to the Court's approval. The Court finds that
8 Class Representative Service Payments in the amount of \$15,000 each for Plaintiffs Adrian
9 Anderson, Brandy Trujillo, Alyssa Trujillo and Kerri Byers, and \$5,000 each for Plaintiffs
10 Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and Daniela
11 Hernandez are reasonable in light of the risks and burdens undertaken by the Plaintiffs in this
12 litigation and for their time and effort in bringing and prosecuting this matter on behalf of the
13 Class.

14 **Administration Expenses Payment**

15 13. The Administrator shall calculate and administer the payment to be made to the
16 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
17 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
18 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
19 Administrator has documented \$_____ in fees and expenses, and this amount is reasonable in
20 light of the work performed by the Administrator.

21 **PAGA Penalties**

22 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
23 of \$20,000.00, which shall be allocated \$15,000.00 to the Labor & Workforce Development
24 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
25 Agreement pursuant to the PAGA and \$5,000.00 to be distributed to the Aggrieved Employees
26 and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
27 Penalties (\$5,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
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1 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
2 Periods. "Aggrieved Employees" are all individuals who are or previously were employed by
3 Defendants in California and classified as a non-exempt employee at any time during the PAGA
4 Period (January 30, 2023, through December 31, 2024). Pursuant to Labor Code section 2699, the
5 LWDA was provided notice of the Agreement and these settlement terms and has not indicated
6 any objection thereto. The Court finds the PAGA Penalties to be reasonable.

7 **II.**

8 **ORDERS**

9 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

10 15. The certification of the Class is confirmed for the purposes of settlement only. The
11 Class is defined as follows:

12 All individuals who are or previously were employed by Defendants in California
13 and classified as a non-exempt employee at any time during the Class Period
(December 1, 2020, through December 31, 2024).

14 16. All persons who meet the foregoing definition are members of the Class, except for
15 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT
16 REFERENCE TO IDENTIFY ANY OPT OUTS].

17 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
18 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
19 the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to
20 the Administrator no later than fourteen (14) business days after the Effective Date.

21 18. Class Counsel are awarded attorneys' fees in the amount of \$265,000 and costs in
22 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
23 reimbursement from Defendants, Plaintiffs or members of the Class.

24 19. The payment of Class Representative Service Payments in the amount of \$15,000
25 each for Plaintiffs Adrian Anderson, Brandy Trujillo, Alyssa Trujillo and Kerri Byers, and \$5,000
26 each for Plaintiffs Areshanae Tyerra King, Misty La Shea Johnson, Eugena Yolanda Richard, and
27 Daniela Hernandez is approved.
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1 20. The payment of \$ _____ to the Administrator for its fees and expenses is
2 approved.

3 21. The PAGA Penalties of \$20,000.00 is approved and is to be distributed in
4 accordance with the Agreement.

5 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
6 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

7 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
8 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
9 any wrongdoing by Defendants or that this Action is appropriate for class or representative
10 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
11 the Agreement, nor any document referred to herein, nor any action taken to carry out the
12 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
13 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
14 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
15 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
16 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
17 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
18 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
19 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
20 Released Class Claims and/or Released PAGA Claims.

21 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
22 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
23 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
24 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
25 Class Members.

26 25. If the Agreement does not become final and effective in accordance with the terms
27 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
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1 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
2 revert to their respective positions as of before entering into the Agreement, and expressly reserve
3 their respective rights regarding the prosecution and defense of this Action, including all available
4 defenses and affirmative defenses, and arguments that any claim in the Action could not be
5 certified as a class action and/or managed as a representative action.

6 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

7 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
8 Plaintiffs, and all members of the Class, shall take nothing in the Action.

9 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
10 provided in the Agreement and in this Final Approval Order and Judgment.

11 28. Effective on the date when Defendants fully fund the entire Gross Settlement
12 Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class
13 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
14 release claims against all Released Parties as follows:

15 (a) All Participating Class Members, on behalf of themselves and their
16 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
17 and assigns, release Released Parties from the Released Class Claims. The "Released Class
18 Claims" are any and all claims that were alleged, or reasonably could have been alleged, based on
19 the facts and/or theories alleged in the Operative Complaint filed in the Action, as amended,
20 and/or PAGA Notice, as amended, which occurred during the Class Period during employment in
21 a non-exempt position in California. The Released Class Claims are any and all claims, causes of
22 action, liabilities, and demands of every nature and description whatsoever, whether known or
23 unknown, actual or potential, that were alleged or reasonably could have been alleged, based on
24 the facts stated in the Operative Complaint, as defined in Paragraph 2.4 of the Agreement, which
25 are alleged to have occurred during the Class Period. Except as expressly set forth in the
26 Agreement, Participating Class Members do not release any other claims, including claims for
27 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
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1 unemployment insurance, disability, social security, workers' compensation, or Class claims based
2 on facts occurring outside the Class Period.

3 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
4 of themselves and their respective former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
6 The "Released PAGA Claims" are all any and all claims for civil penalties under PAGA, whether
7 known or unknown, actual or potential, that were alleged or reasonably could have been alleged,
8 based on the facts stated in the Operative Complaint and the PAGA Notice, which occurred during
9 the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying
10 wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance,
11 disability and worker's compensation, and PAGA claims outside of the PAGA Period.

12 (c) Plaintiffs and their respective former and present spouses, representatives,
13 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
14 Released Parties s from the Plaintiffs' Release, as fully set forth in the Agreement.

15 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
16 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
17 Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit
18 organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres
19 Recipient"). The Court approves Community Law Project as the Cy Pres Recipient.

20 30. The Court hereby enters judgment in the entire Action as of the filing date of this
21 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
22 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
23 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
24 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

25 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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27 Dated: _____
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HON. THERESA M. TRABER
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT 3



Outlook

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Mon 8/31/2026 3:39 PM

To Giancarlo Recinos' Team <Giancarlorecinosteam@wilshirelawfirm.com>

08/31/2026 03:39:00 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 08/31/2026 03:39:00 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1091512-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate Attorneys General Act.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C1c7ad3fd28ba42f9599d08df07b0add2%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639238127589552232%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoITWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&data=ISxJ6ms42IR%2FSDLh%2B3zfvRfryfu%2FQrWbgxMPEI4wxF8%3D&reserved=0](https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate%2FAttorneys%2FGeneral%2FAct.htm&data=05%7C02%7Cdariane.rose%40wilshirelawfirm.com%7C1c7ad3fd28ba42f9599d08df07b0add2%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639238127589552232%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoITWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&data=ISxJ6ms42IR%2FSDLh%2B3zfvRfryfu%2FQrWbgxMPEI4wxF8%3D&reserved=0)

EXHIBIT 4



Quotation Request:
Jeffrey Herman
Blumenthal Nordrehaug Bhowmik De Blouw
jeffrey@bamlawca.com
858.551.1223

Case Name: Prestige Care, Inc., et al.
Date: Tuesday, June 9, 2026
RFP Number: 15412080

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	1,245
Certified Language Translation:	No
Static Settlement Website	Yes
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$825.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.25	1,245	\$1,556.25
USPS First Class Postage	Per Piece	\$0.74	1,245	\$921.30
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.25	249	\$560.25
Receive and Process Undeliverable Mail	Per Hour	\$75.00	2	\$150.00
Process Class Member Correspondence via mail, e-mail & fax	Per Hour	\$75.00	4	\$300.00
NCOA Address Update (USPS)	Static Rate	\$271.02	1	\$271.02
Sub Total:				\$3,878.82

Project Management				
Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00
Sub Total:				\$910.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$300.00	1	\$300.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$800.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.25	1,245	\$1,556.25
USPS First Class Postage	Per Piece	\$0.74	1,245	\$921.30
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.25	125	\$280.13
Reminder Postcard, USPS Postcard Postage	Per Piece	\$1.00	374	\$373.50
Reminder Notice via Social Media Platforms and E-mail	Static Rate	\$250.00	1	\$250.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	10	\$1,000.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$6,411.18
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$1,065.00
WILL NOT EXCEED:				\$13,890.00

Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.