

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Angel Perez (“Plaintiff”) and defendants Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner, San Bernardino County Superior Court, Case No. CIVSB2220728*, initiated on September 16, 2022.
- 1.2 “Administrator” means ILYM Group, Inc., 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 of the Settlement.
- 1.4 “Class” means all persons currently or formerly employed by Defendants Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid, non-exempt employees who worked an alternative workweek schedule of 12 hours a workday, 3 workdays a workweek during the Class Period.
- 1.5 “Class Counsel” means Torey Joseph Favarote of Gleason & Favarote, LLP.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means Class Member identifying information in Defendants’ possession, verified by declaration, including the Class Member’s name, last-known mailing address, Social Security Number, and number of Class Period Workweeks.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.9 “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.
- 1.10 “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 and Spanish translation, without material variation, which shall be drafted by Plaintiff and agreed on by both Parties pursuant to paragraph 6.2 of this Agreement below.

- 1.11 “Class Period” means the period from September 16, 2018 to December 1, 2020.
- 1.12 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14 “Court” means the Superior Court of California, County of San Bernardino.
- 1.15 “Defendants” means Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner, the named defendants in the Action.
- 1.16 “Defense Counsel” means Erick J. Becker, Garrett Fahy, and Hwui Lee of Cummins & White, LLP.
- 1.17 “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.
- 1.18 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$600,000.00 (Six Hundred Thousand Dollars and No Cents) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.22 “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 for the Defendants during the Class Period.

- 1.23 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.24 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.25 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.27 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.28 “Plaintiff” means Angel Perez, the named plaintiff in the Action.
- 1.29 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.30 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval.
- 1.31 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.32 “Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, and successors. The Released Parties specifically do not include Bright Sky Home Health Care, Inc., Bright Sky Hospice Care, Inc., and/or Blue Jay Manor, LLC.
- 1.33 “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.
- 1.34 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired.
- 1.35 “Settlement” means the disposition of the Action effected by this Agreement and the

Judgment.

- 1.36 “Workweek” shall be defined using hire dates, re-hire dates, and termination dates, as applicable during the Class Period.

2. RECITALS.

- 2.1 On September 16, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendants for: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Rest Periods; (3) Failure to Provide Meal Periods; (4) Failure to Pay Waiting Time Penalties in Violation of Labor Code Labor Code Sections 201-203; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Indemnify Employees for Expenditures; and (7) Unfair Business Practices. Plaintiff also included a PAGA Representative Action Complaint alleging causes of action against Defendants for Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*). Plaintiff filed an Amended Complaint (“Operative Complaint”) with the same claims on January 6, 2023. 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.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3 On March 21, 2024, the Parties participated in an all-day mediation presided over by Daniel Turner which led to this Agreement to settle the Action.
- 2.4 On January 5, 2024, proposed Class Counsel took the deposition of Hilton Manor, LLC and Juniper Manor, LLC’s Person Most Knowledgeable (“PMK”) deponent, and took the deposition of individual defendant Eleanor Iswinari Posner on February 14, 2024. Plaintiff propounded 77 special interrogatories and 143 document production requests on Defendants. The Parties also held an informal discovery conference with the Court on October 5, 2023, and scheduled another informal discovery conference for November 1, 2023 which resulted in a minute order, to resolve discovery issues in the case.
- 2.5 Prior to mediation, Plaintiff also obtained, through informal discovery, personnel records pertaining to Plaintiff; Class data including total number of current and former employee Class Members during applicable periods; total number of workweeks and pay periods; average and median hourly rates of pay; employee handbooks; and other wage and hour policy documents. Plaintiff’s 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*”).
- 2.6 The Court has not granted class certification.
- 2.7 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 8 below, Defendants promise to pay \$600,000.00 (Six Hundred Thousand Dollars and No Cents) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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 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. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's 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, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 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. Plaintiff assumes full responsibility and liability for any personal taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.3%, which is currently estimated to be \$200,000.00, and a separate Class Counsel Litigation Expenses Payment in an amount that Plaintiff claims as long as it is approved and reasonable. Defendants will not oppose requests for these payments provided that the Class Counsel Fees Payment does not exceed these amounts, and if the Class Counsel Litigation Expenses Payment is reasonable. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 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 Plaintiff's 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 any of their own taxes owed on the Class Counsel Fees Payment and the Class

Counsel Litigation Expenses Payment.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 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.
 - 3.2.4.1 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 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 of their own taxes owed on their Individual Class Payment.
 - 3.2.4.2 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 AND PAYMENTS.

- 4.1 Class Workweeks. Based on a review of its records to date, Defendants estimate the Class Members collectively worked a total of 5,410 Workweeks during the Class Period.
- 4.2 Class Data. Not later than 15 business 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, along with a signed declaration regarding the accuracy of the data provided. 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 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 no later than 14 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 4.4.1 The Administrator will issue checks for the Individual Class 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 date (not less than 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 Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 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.
- 4.4.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator.
- 4.4.4 The payment of Individual Class 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.
5. **RELEASES 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, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiff's Release. Plaintiff and her representatives, agents, attorneys, heirs,

administrators, successors and assigns generally, releases and discharges the Released Parties from any and all claims, transactions or occurrences that occurred during her employment with Hilton Manor, LLC and Juniper Manor, LLC during the Class Period, including, but not limited to any and all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint (“Plaintiff’s Release.”). Plaintiff’s Release does not extend to any claims she has or might have against former defendants Blue Jay Manor, LLC, Bright Sky Home Health Care, Inc., Bright Sky Hospice Care, Inc., or any other person or entity. Plaintiff’s Release also does not extend to any claims she has or might have against Eleanor Iswinari Posner outside the Class Period or in connection with any of Eleanor Iswinari Posner’s activities at Blue Jay Manor, LLC, Bright Sky Home Health Care, Inc., Bright Sky Hospice Care, Inc., or any other entity. Plaintiff’s Release also does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves, release the Released Parties from any and all claims for: unpaid overtime wages under Labor Code §§ 510, 558, 558.1, 1194, and 1198; failure to provide accurate itemized wage statements under Labor Code § 226(a); waiting time penalties under Labor Code §§ 201-203 and Business & Professions Code § 17200, *et. seq.* that were alleged, or reasonably could have been alleged, during the Class Period based on the facts stated in the Operative Complaint (“the Released Claims”). The Participating Class Members do not release any claims against Eleanor Iswinari Posner in connection with her actions after the Class Period or in connection with any entities other than Hilton Manor, LLC and Juniper Manor, LLC during the Class Period. The Class Members’ release of the Released Claims is effective upon Defendants’ complete funding of the Settlement pursuant to section 4.3 of this Agreement.

5.3 Dismissal Without Prejudice of PAGA Claim: Plaintiff shall file a Notice of Dismissal (without prejudice) of her PAGA claim within fourteen (14) court days after the execution of this Agreement by all Parties. The Parties agree to stipulate to grant Plaintiff leave to amend to reassert Plaintiff’s PAGA claim as alleged in its entirety, without prejudice to Plaintiff’s right to litigate the PAGA claim as if it had never been dismissed, in the event that the Settlement is not granted Final Approval. The Parties expressly acknowledge that there shall be no PAGA – related payments by the Defendants to the Class Members or the LWDA and no release of any claims under PAGA as a result of this Settlement.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 Declaration in Support of Preliminary Approval. Within 15 (fifteen) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and 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.
- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a draft proposed Class Notice and bid from the Administrator.
- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; and obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. 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 any disagreement related to this Agreement. 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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM, Inc. 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 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.
- 7.2 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.
- 7.3 Notice to Class Members.
 - 7.3.1 No later than five (5) 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 and Workweeks in the Class Data.
 - 7.3.2 Using best efforts to perform as soon as possible, and in no event later than 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 with Spanish translation substantially in the form of the English version of the Class Notice. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.3.3 Not later than 3 business 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.
- 7.3.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise 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.
- 7.3.5 If the Administrator, Defendants 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.4 Requests for Exclusion (Opt-Outs).

- 7.4.1 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 45 days after the Administrator mails the Class Notice (plus an additional 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.
- 7.4.2 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.

- 7.4.3 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 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.4.4 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 Settlement.
- 7.5 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks 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 so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.6 Objections to Settlement.
 - 7.6.1 Only Participating Class Members may object to the class action 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.
 - 7.6.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.6.3 **Non-Participating Class Members** have no right to object to any of the class action components of the Settlement.

7.7 **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.

7.7.1 **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.

7.7.2 **Requests 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 5 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).

7.7.3 **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 received and/or resolved, and checks mailed for Individual Class 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.

7.7.4 **Workweek 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. The Administrator's decision shall be final.

7.7.5 **Administrator's Declaration.** No later than 14 days before the date by which Plaintiff is 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.

Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in 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 21 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.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 5,410 total Workweeks during the Class Period. If there is a five percent (5%) increase in the number of 5,410 reported Class Workweeks, Defendants shall have the option to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 5% (for example, if the number of Workweeks increases by 6%, the GFV will increase by 1%) or (ii) shorten the release period to an earlier date at which only the represented number of Workweeks plus 5% are covered by the Class Period.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

9.1 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 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

9.3 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 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.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel 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.

9.5 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 a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. 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.

11. ADDITIONAL PROVISIONS.

11.1 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 have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff 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 grant Preliminary Approval, Final Approval or enter Judgment, 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 Plaintiff reserves 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). If the Court does not grant Preliminary and Final Approval of the Class Action Settlement, the

parties will not stipulate to Class Certification.

- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, 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 for any outside firm; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, 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 the Administrator or Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees 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.
- 11.4 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.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 11.6 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 a mediator and/or the

Court for resolution.

- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, 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.
- 11.9 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.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 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.
- 11.12 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.
- 11.13 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.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 11.15 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.

11.16 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.

11.17 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 Plaintiff:

Torey Favarote, Esq.
Gleason & Favarote, LLP
4014 Long Beach Blvd., Suite 300
Long Beach, CA 90807

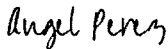
To Defendants:

Erick J. Becker, P.C.
Cummins & White, LLP
2424 S. E. Bristol St., Suite 300
Newport Beach, CA 92660

11.18 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.

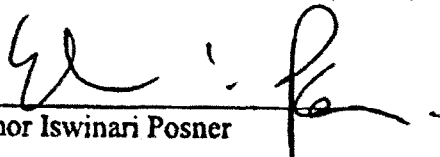
11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend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

Plaintiff:

DocuSigned by:

0622142050A54BC...
Angel Perez

Date: 5/31/2024

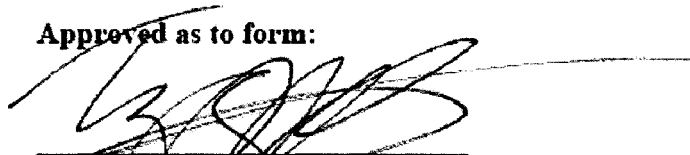
For Defendants Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner:



Eleanor Iswinari Posner

Date: 6-11-24

Approved as to form:



Gleason & Favarote, LLP
Attorneys for Plaintiff Angel Perez
and the Proposed Class

Date: June 18, 2024



Cummins & White, LLP
Attorneys for Defendants Hilton Manor, LLC,
Juniper Manor, LLC, and Eleanor Iswinari Posner

Date: 6/11/24

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner

San Bernardino County Superior Court, Case No. CIVSB2220728

To: All persons currently or formerly employed by Defendants Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid, non-exempt employees who worked an alternative workweek schedule of 12 hours a workday, 3 workdays a workweek during the time period of September 16, 2018 to December 1, 2020.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY HILTON MANOR, LLC AND JUNIPER MANOR, LLC. IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST RETURN YOUR COMPLETED ELECTION NOT TO PARTICIPATE IN SETTLEMENT, DATED, SIGNED, AND POSTMARKED BY NOT LATER THAN [REDACTED], 2024, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

BASED ON INFORMATION CONTAINED IN HILTON MANOR, LLC AND JUNIPER MANOR, LLC'S RECORDS, YOU WORKED [INSERT NUMBER] WEEKS DURING THE CLASS PERIOD AND THUS ARE ELIGIBLE TO RECEIVE A CLASS SETTLEMENT PAYMENT IN THE GROSS ESTIMATED AMOUNT OF \$[INSERT AMOUNT] LESS APPLICABLE PAYROLL TAXES

AS EXPLAINED IN MORE DETAIL BELOW, ***YOU DO NOT NEED TO TAKE ANY ACTION TO RECEIVE YOUR SETTLEMENT PAYMENT.*** AS A CLASS MEMBER, YOU WILL RECEIVE SETTLEMENT FUNDS AND BE BOUND BY THE RELEASE OF ANY CLAIMS DESCRIBED IN THIS NOTICE.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO (THE "COURT"), ENTERED ON [REDACTED], 2024, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between representative plaintiff Angel Perez ("Plaintiff") and defendants Hilton Manor, LLC and Juniper Manor, LLC, in the class action pending in the Court (the "Action") brought on behalf of the following individuals (the "Class"):

All persons currently or formerly employed by Defendants Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid, non-exempt employees who worked an alternative workweek schedule of 12 hours a workday, 3 workdays a workweek during the Class Period of September 16, 2018 to December 1, 2020.

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Hilton Manor, LLC and Juniper Manor, LLC's records indicate that you are a member of the Class. This notice is designed to inform you of how you can object to the Settlement, elect not to participate in the Settlement, or provide corrected information to the Settlement Administrator. Unless you submit an election not to participate in the Settlement, the Settlement if finally approved by the Court will be binding upon you.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the Superior Court of California, County of San Bernardino (the “Court”), is titled “*Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner*,” San Bernardino County Superior Court, Case No. CIVSB2220728.

In the Action, Plaintiff alleged claims against Hilton Manor, LLC and Juniper Manor, LLC for (1) failure to pay overtime wages; (2) failure to provide rest periods; (3) failure to provide meal periods; (4) failure to pay waiting time penalties; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse employees for expenditures; and (7) unfair business practices. Plaintiff is only settling claims for a failure to pay all overtime earned during the Class Period, failure to issue accurate wage statements in connection with that unpaid overtime during the Class Period, and waiting time penalties to those terminated employees who were not paid all overtime during the Class Period. All of the remaining claims are not being settled. Plaintiff also seeks the recovery of prejudgment interest; and attorneys’ fees and costs. Plaintiff sues on behalf of herself and the Class.

Hilton Manor, LLC and Juniper Manor, LLC deny all of Plaintiff’s material allegations. Specifically, Hilton Manor, LLC and Juniper Manor, LLC contends, among other things, that Plaintiff and the Class Members were paid all wages to which they were entitled and were paid those wages timely; that there is no basis to award penalties; that a class could not be appropriately certified in the Action; and if a class were certified, Hilton Manor, LLC and Juniper Manor, LLC’s defenses to Plaintiff’s claims would be applicable to the claims of the class.

After good-faith negotiations presided over by a private mediator, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and Hilton Manor, LLC and Juniper Manor, LLC agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Hilton Manor, LLC and Juniper Manor, LLC that Plaintiffs’ claims in the Action have merit or that it has any liability to Plaintiff or the Class on those claims. On the contrary, Hilton Manor, LLC and Juniper Manor, LLC deny any and all such liability.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition:

All persons currently or formerly employed by Defendants Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid, non-exempt employees who worked an alternative workweek schedule of 12 hours a workday, 3 workdays a workweek from September 16, 2018 to December 1, 2020.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. Hilton Manor, LLC and Juniper Manor, LLC will pay \$600,000.00 as the Maximum Settlement Amount. The Maximum Settlement Amount will fund all payments to be made under the Settlement.
2. Out of the Maximum Settlement Amount, Hilton Manor, LLC and Juniper Manor, LLC will pay to each Class Member who does not submit a valid and timely Election Not to Participate in Settlement a Settlement Share that is calculated as follows:

Each individual Class Member's payment will be calculated by dividing the Net Settlement Amount by the total number of workweeks worked by all participating Class Members during the Class Period and then multiplying the result by each Participating Class Member's workweeks.

3. The "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment of \$10,000.00, Class Counsel Fees Payment of \$200,000.00, Class Counsel Litigation Expenses Payment of \$12,000.00, and the estimated Administration Expenses Payment of \$8,000.00. The remainder is to be paid to Participating Class Members as Individual Class Payments.
4. Following the Court-approved deductions from the Maximum Settlement Amount, the remaining Net Settlement Amount will be paid out to all Class Members who do not submit a timely and valid Election Not to Participate in Settlement pursuant to the formula set forth in paragraph 2 above.
5. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.
6. You will be included in the Settlement and receive your proportional share of the Settlement if, by the deadline of , 2024, you do not complete and submit an Election Not to Participate in Settlement, which is provided with this notice, in accordance with the conditions for submitting that Election. If you do not complete and submit an Election Not to Participate in Settlement in accordance with the conditions for submitting that Election, you will be bound by this Settlement. If you do complete and submit by the deadline an Election Not to Participate in Settlement in accordance with the conditions for submitting that Election, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against Hilton Manor, LLC and Juniper Manor, LLC.
7. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the terms of the Settlement with respect to the payments to be made to Class Members or the scope of their release of claims, or the final judgment to be entered in the Action, then the Settlement will become null and void; if that occurs, neither Plaintiffs nor Hilton Manor, LLC and Juniper Manor, LLC will have further obligations under the Settlement, including any obligation by Hilton Manor, LLC and Juniper Manor, LLC to pay the Maximum Settlement Amount or any amounts that otherwise would have been owed under this Settlement. An award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Payments and the Class Counsel Fees and Expenses Payment will not constitute a material change to the Settlement. Notwithstanding the foregoing, Plaintiffs and Class Counsel reserve their right to appeal an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Payments and Class Counsel Fees and Expense Payment, but not the approval of the Settlement otherwise.
8. The Court has appointed ILYM Group Inc. to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Class Member's entitlement to a Settlement Share.
9. If you dispute the accuracy of any of the information used to calculate your Settlement Share, shown on your enclosed Class Member Settlement Information Sheet, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must contact the Settlement Administrator. You may contact the Settlement Administration via fax, email, or regular mail. To dispute the accuracy of your records you must contact the Settlement Administrator by the deadline of , 2024, informing the Settlement Administrator of the fact of the dispute and the basis for your contention that different information is correct for you (including any documentary evidence that you have to support your contention). In the event of a dispute, absence of any contrary documentation will entitle the Administrator to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

10. The Settlement includes the following release for participating Class Members:

All Participating Class Members, on behalf of themselves, release the Released Parties from any and all claims for: unpaid overtime wages under Labor Code §§ 510, 558, 558.1, 1194, and 1198; failure to provide accurate itemized wage statements under Labor Code § 226(a); waiting time penalties under Labor Code §§ 201-203 and Business & Professions Code § 17200, et. seq. that were alleged, or reasonably could have been alleged, during the Class Period based on the facts stated in the Operative Complaint (“the Released Claims”). The Participating Class Members do not release any claims against Eleanor Iswinari Posner in connection with her actions after the Class Period or in connection with any entities other than Hilton Manor, LLC and Juniper Manor, LLC during the Class Period. The Class Members’ release of the Released Claims is effective upon Defendants’ complete funding of the Settlement.

11. **Class Representative Payment:** In addition to her respective Settlement Share as a Class Member, Plaintiff will seek approval from the Court for a payment of \$10,000 in consideration of their initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the general release as part of the Settlement. This payment, which will be paid to the named Plaintiff as approved by the Court and is in addition to the Plaintiff’s Settlement Share, will be made out of the Maximum Settlement Amount.

12. **Class Counsel Fees and Expenses Payment:** Class Counsel have represented and continue to represent the Class on a contingency-fee basis. That means that attorneys’ fees are paid only if money is recovered for the Class. It is common to award attorneys’ fees as a percentage of the settlement amount negotiated by the attorneys for the class. As part of the final approval hearing, Torey Joseph Favarote of Gleason Favarote LLP will request up to \$200,000 (one-third of the Maximum Settlement Amount) and up to \$12,000 for their expenses incurred in connection with their work in this case. Hilton Manor, LLC and Juniper Manor, LLC do not oppose this payment. This amount constitutes full and complete compensation for all legal fees, costs and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement Agreement and the fee request are finally approved by the Court. Class Counsel’s attorneys’ fees and expenses as approved by the Court will be paid out of the Maximum Settlement Amount.

13. **Costs of Administration:** The reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, are expected to be \$8,000 and are not to exceed \$10,000, will be paid out of the Maximum Settlement Amount.

14. **Plaintiff and Class Counsel’s Support of the Settlement:** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of denial of class certification and a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

1. **Receipt of Settlement Share:** If the enclosed Class Member Settlement Information Sheet correctly states your identifying information and the information about your employment with Hilton Manor, LLC and Juniper Manor, LLC, you do not need to take any further action to receive your Settlement Share if the Court grants final approval of the Settlement. This notice provides an estimate of your Settlement Share if no Class Members elect not to participate in the Settlement on the first page; your actual Settlement Share may be more or less. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be

granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.

2. **Participating in the Settlement:** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you elect not to participate in the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Hilton Manor, LLC and Juniper Manor, LLC and the other released parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
3. **Objecting to the Settlement:** You may object to the terms of the Settlement before final approval.

MAIL YOUR OBJECTION TO:

ILYM Group, Inc.
[Insert Class Admin Information]

DO NOT TELEPHONE THE COURT OR HILTON MANOR, LLC AND JUNIPER MANOR, LLC'S COUNSEL.

4. Any written objection must state your full name, address, date of birth, and the dates of your employment at Hilton Manor, LLC and Juniper Manor, LLC. Written objections to the Settlement must be mailed by not later than [REDACTED], 2024; written objections to the requests for the Class Representative Payments and the Class Counsel Fees and Expenses Payment must be mailed by not later than [REDACTED], 2024.
5. If you submit a timely written objection, you also may appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so.
6. If the Court overrules your objection and you did not submit a timely and valid Election Not to Participate in the Settlement, you will be bound by the terms of the Settlement.
7. **Excluding Yourself from the Settlement:** If you do not wish to participate in the Settlement, you must complete the enclosed form of Election Not to Participate in Settlement ("Election Not to Participate"). The Election Not to Participate must be completed, dated, signed by you, and returned to the Settlement Administrator by not later than [REDACTED], 2024. A Class Member who fails to mail an Election Not to Participate in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and the Judgment, regardless of whether he or she has objected to the Settlement.

Any person who files a complete and timely Election Not to Participate will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive a Settlement Share, and he or she will not be included in calculating the Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Hilton Manor, LLC and Juniper Manor, LLC. An incomplete or unsigned Election Not to Participate will be deemed invalid.

There will be no retaliation or adverse action taken by Hilton Manor, LLC and Juniper Manor, LLC against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

8. **Settlement Administrator's Address:** If you do not want to participate in the Settlement and receive a share of the Settlement send your Election Not to Participate in Settlement to the Settlement Administrator at the following address:

ILYM Group Inc.



FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2024, at [REDACTED] p.m., in Department S-26 of the Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, California 92415, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payments and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have submitted a written objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Office of the Clerk, Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, California 92415, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator.

CLASS COUNSEL

Torey Joseph Favarote
Gleason Favarote LLP
3646 Long Beach Boulevard, Suite 203
Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
E-mail: tfavarote@gleasonfavarote.com

HILTON MANOR, LLC AND JUNIPER MANOR, LLC 'S COUNSEL

Erick J. Becker
Garrett Fahy
Hwui Lee
Erick J. Becker, P.C.
Cummins & White, LLP
2424 S. E. Bristol St., Suite 300
Newport Beach, CA 92660
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
E-mail: ebecker@cwlawyers.com
gfhay@cwlawyers.com
Hlee@cwlawyers.com

**PLEASE DO NOT TELEPHONE THE COURT OR HILTON MANOR, LLC AND
JUNIPER MANOR, LLC 'S COUNSEL FOR INFORMATION REGARDING THIS
SETTLEMENT! YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL
LISTED ABOVE.**

ELECTION NOT TO PARTICIPATE IN SETTLEMENT

Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner,
San Bernardino County Superior Court, Case No. CIVSB2220728

ONLY MAIL THIS FORM IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT.

Full Name: _____

Mailing Address: _____

City, State, Zip Code: _____

I do not wish to participate in the settlement in the case of *Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner*, San Bernardino County Superior Court, Case No. CIVSB2220728. I understand by electing not to participate I will not receive any share of the settlement proceeds but will preserve my rights to bring my own independent action at my own expense.

Signed: _____ Dated: _____