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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

ASHLEY DEHAAN individually, and on behalf of all others similarly situated,

Plaintiff,

v.

MAGNOLIA HOLDINGS, LLC dba OAK RIVER REHAB, a California Limited Liability Company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV-0207717

CLASS & PAGA REPRESENTATIVE ACTION

PAGA SETTLEMENT AGREEMENT

Judge: Hon. Stephen H. Baker
Dept.: 64

Complaint Filed: May 20, 2025
FAC Filed: July 16, 2025
Trial Date: January 26, 2027

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This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff ASHLEY DEHAAN ("Plaintiff") and Defendant MAGNOLIA HOLDINGS, LLC dba OAK RIVER REHAB ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned DEHAAN v. MAGNOLIA HOLDINGS, LLC dba OAK RIVER REHAB initiated on May 20, 2025 and pending in the Superior Court of the State of California, County of Shasta (Case No. 25CV-0207717).

1.2 "Administrator" means Phoenix Settlement Administrators, 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 approval of this Settlement.

1.4 "Aggrieved Employee" means all individuals who worked for Defendant as a non-exempt, hourly employee in California during the PAGA Period, including current and former employees.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employees' 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 Aggrieved Employees.

1.7 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8 "Court" means the Superior Court of California, County of Shasta.

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1.9 "Defendant" means Defendant MAGNOLIA HOLDINGS, LLC dba OAK RIVER REHAB.

1.10 "Defense Counsel" means Grace Y. Horoupian and Corina S. Johnson of FISHER & PHILLIPS LLP.

1.11 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.12 "Gross Settlement Amount" means ($185,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.14 "Judgment" means the judgment entered by the Court based upon the Approval.

1.15 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17 "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, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 "PAGA Counsel" means Thiago M. Coelho, Lauren M. Lendzion Jennifer M. Leinbach, and Alan Wilcox, of Wilshire Law Firm, PLC.

1.19 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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1.20 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from May 7, 2024, to February 20, 2026.

1.22 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.23 "PAGA Notice" means Plaintiff's May 7, 2025, letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deducting Plaintiff's Enhancement Award, PAGA Counsel Fees Payment, and Administration Expenses Payment, which will be allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

1.25 "Plaintiff" means ASHLEY DEHAAN, the named plaintiff in the Actions.

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

1.27 "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

1.28 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On May 20, 2025, Plaintiff commenced this Action by filing a Complaint alleging wage-and-hour violations. On July 16, 2025, Plaintiff filed a First Amended Complaint adding a cause of action against Defendant for civil penalties under PAGA. The First Amended Complaint is the operative complaint in this Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code §2699.3(a), Plaintiff gave timely written notice to Defendant the LWDA by sending the PAGA Notice.

2.3 On February 20, 2026, the Parties participated in an all-day mediation presided over by Michael Singer.

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2.4 Prior to mediation, Plaintiff obtained, through informal discovery, a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents.

2.5 The Parties, PAGA 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, Defendant promises to pay $185,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2.

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 Approval:

3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than $10,000.00 in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the motion for the PAGA Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Enhancement Award no later than sixteen (16) court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the Aggrieved Employees. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $61,660.50 and a PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed $ $10,500.00 (ten thousand five hundred dollars). Defendant will not oppose requests for these payments. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment no later than sixteen (16)

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court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves a PAGA Counsel Fees Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Aggrieved Employees. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Costs Payment not to exceed $4,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than $4,950.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Aggrieved Employees.

3.2.4 To the LWDA and Aggrieved Employees: After deducting Plaintiff's Enhancement Awards, PAGA Counsel's Fees Payment, and Administration Expenses Payment, the amount remaining from the GSA shall be allocated to the resolution of claims for civil penalties arising under PAGA ("PAGA Penalties"). Pursuant to PAGA, 65% of the PAGA Penalties payment shall be paid to the LWDA, and 35% of the PAGA Penalties payment shall be paid pro-rata by pay periods to all Aggrieved Employees who worked during the PAGA Period as an Individual PAGA Payment. All Individual PAGA Payments will be allocated 100% to the settlement of claims for statutory penalties and shall be reported on an IRS Form 1099 by the Settlement Administrator.

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

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Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Aggrieved Employees. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 328 Aggrieved Employees who worked a total of 8,953 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Not later than ten (10) days after the Court grants Approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than seven (7) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA

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Payments, the LWDA PAGA Payment, the Administration Costs Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Award. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees who qualify as Aggrieved Employees. 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 an Aggrieved Employee Address Search for all other Aggrieved Employees 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the Void Date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to California Controller's Unclaimed Property Fund in the name of the employee.

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

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

5.1 Plaintiff's Release. Plaintiff discharges Released Parties from all known and unknown claims Plaintiff may have or claim to have against Defendant as well as Defendant's members, owners, employees, officers, agents, affiliates, and insurers. In connection with said release, Plaintiff shall waive all rights under California Civil Code section 1542 and any other provision of law that may restrict the release of unknown claims. The claims released by Plaintiff pursuant to the individual settlement agreement will specifically exclude Plaintiff's PAGA claims, which will be released pursuant to the PAGA Settlement Agreement. Plaintiff's Release 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 PAGA 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.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.

5.2 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff's May 7, 2025, PAGA Notice. The Released PAGA Claims are those that accrued during the PAGA Period.

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6. SETTLEMENT ADMINISTRATION.

6.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Costs. 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.

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

6.3 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 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Aggrieved Employees.

6.4 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.

6.4.1 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA 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 fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

7. ESCALATOR CLAUSE. Based on its records, Defendant represents there are 328 Aggrieved Employees who worked a total of 8,953 PAGA Pay Periods during the PAGA Period.

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If, on final calculation, the total number of Pay Periods worked by Aggrieved Employees during the PAGA period exceeds 8,953 Pay Periods by more than 10% (i.e. more than 895 pay periods), then the GSA will be increased proportionally by the number of pay periods worked in excess of 10% greater than 8,953 (i.e. 9,848). For example, if the final number of total pay periods worked by Aggrieved Employees during the PAGA Period exceeds 8,953 by 11%, the GSA will increase by 1%. If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this provision is implemented. If the PAGA Pay Periods exceed 10%, Defendant at its sole discretion may adjust the PAGA Period to a date where the total of Pay Periods does not exceed 9,848.

8. MOTION FOR APPROVAL. Not later than sixteen (16) court days before the calendared Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Approval Order; and a proposed Judgment (collectively "Motion for Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Approval. PAGA Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Approval.

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

8.2 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes

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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.

8.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Aggrieved Employees 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.

8.4 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 Aggrieved Employees), 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 Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to PAGA 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.

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this

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Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. If, for any reason, the Court does not grant Approval, or enter Judgment, Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions 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).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

10.4 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.

10.5 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

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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.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant 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.

10.7 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.

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

10.9 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.

10.10 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.

10.11 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.

10.12 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.

10.13 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.

10.14 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

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third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Thiago M. Coelho (SBN 324715)
thiago.coelho@wilshirelawfirm.com
Lauren M. Lendzion (SBN 239184)
lauren.lendzion@wilshirelawfirm.com
Jennifer M. Leinbach (SBN 281404)
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Alan Wilcox (SBN 287476)
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WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

Corina Johnson, Esq.
FISHER & PHILLIPS, LLP
621 Capitol Mall, Suite 2400
Sacramento, CA 95814
cjohnson@fisherphillips.com;

Grace Horoupian, Esq.
FISHER & PHILLIPS, LLP
2050 Main St, Suite 1000
Irvine, CA 92614
ghoroupian@fisherphillips.com

10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by 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.

10.16 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 pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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10.17 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Shasta County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 6/1/2026

DocuSigned by:
3E5CFDA722704AA...

Plaintiff ASHLEY DEHAAN

DATED: Jun 2, 2026

Greg Hollingsworth
Greg Hollingsworth (Jun 2, 2026 12:01:55 PDT)

Defendant MAGNOLIA HOLDINGS, LLC

By: Greg Hollingsworth

Position: Administrator

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Approved by counsel:

DATED: June 1, 2026

WILSHIRE LAW FIRM

BY: _____
Thiago M. Coelho
Lauren M. Lendzion
Jennifer M. Leinbach
Alan Wilcox
Attorneys for Plaintiff ASHLEY DEHAAN

DATED: June 2, 2026

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BY: _____
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SHASTA

ASHLEY DEHAAN individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

MAGNOLIA HOLDINGS, LLC dba OAK RIVER REHAB, a California Limited Liability Company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CV-0207717

PAGA REPRESENTATIVE ACTION

FIRST AMENDMENT TO PAGA SETTLEMENT AGREEMENT

Judge: Hon. Ryan H. Birss
Dept.: 64

Complaint Filed:	May 20, 2025
FAC Filed:	July 16, 2025
Trial Date:	January 26, 2027

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This First Amendment to PAGA Settlement Agreement ("Amendment") is made and entered into by and between Plaintiff ASHLEY DEHAAN ("Plaintiff") and Defendant MAGNOLIA HOLDINGS, LLC dba OAK RIVER REHAB ("Defendant"). Plaintiff and Defendant are referred to collectively as the "Parties" and individually as a "Party." This Amendment is made with reference to the following facts.

RECITALS

A. The Parties previously entered into a PAGA Settlement Agreement (the "Agreement") to resolve the action captioned *Dehaan v. Magnolia Holdings, LLC dba Oak River Rehab*, pending in the Superior Court of the State of California, County of Shasta, Case No. 25CV-0207717 (the "Action").

B. In the course of preparing the motion for approval of the Settlement and the supporting papers, the Parties identified two provisions of the Agreement that require correction: (i) the maximum amount of the PAGA Counsel Litigation Expenses Payment set forth in Section 3.2.2, which no longer reflects the actual litigation costs that PAGA Counsel has incurred in prosecuting the Action; and (ii) a sentence in Section 5.1 (Plaintiff's Release) that references an "individual settlement agreement," which does not exist and was included in error.

C. The Parties now desire to amend the Agreement solely as set forth below to correct these two provisions, and otherwise to leave the Agreement unchanged.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in the Agreement and in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms.

Except as otherwise expressly provided in this Amendment, all capitalized terms used herein shall have the meanings ascribed to them in the Agreement. Section references are to the sections of the Agreement unless otherwise stated.

2. Amendment to PAGA Counsel Litigation Expenses Payment (Section 3.2.2).

The Parties acknowledge that the actual litigation costs incurred by PAGA Counsel in prosecuting the Action have increased since the Agreement was executed. Accordingly, Section

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3.2.2 of the Agreement is amended so that the cap on the PAGA Counsel Litigation Expenses Payment is increased from **$10,500.00 (ten thousand five hundred dollars)** to **$25,000.00 (twenty-five thousand dollars)**. Specifically, within Section 3.2.2, the phrase "a PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed $10,500.00 (ten thousand five hundred dollars)" is deleted and replaced with "a PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed $25,0000 (twenty-five thousand dollars)."

All other terms of Section 3.2.2 remain unchanged, including that the PAGA Counsel Litigation Expenses Payment is for actual costs, that Defendant will not oppose the request for that payment, and that if the Court approves a payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Aggrieved Employees. The Gross Settlement Amount of $185,000.00 is not changed by this Amendment.

3. Correction of Erroneous Reference in Plaintiff's Release (Section 5.1).

Section 5.1 of the Agreement (Plaintiff's Release) currently contains the following sentence:

"The claims released by Plaintiff pursuant to the individual settlement agreement will specifically exclude Plaintiff's PAGA claims, which will be released pursuant to the PAGA Settlement Agreement."

The Parties agree that this sentence was included in error. There is no separate "individual settlement agreement" between the Parties, and the Settlement is effected solely through the Agreement. Accordingly, the sentence quoted above is deleted from Section 5.1 in its entirety. This deletion is a correction of a scrivener's error only and is not intended to expand, narrow, or otherwise modify the scope of Plaintiff's Release or the Released PAGA Claims, all of which remain as otherwise set forth in the Agreement.

4. No Other Modifications; Ratification.

Except as expressly amended by this Amendment, all terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the

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Agreement, the terms of this Amendment shall control. The initial PAGA Settlement Agreement, fully executed on June 2, 2026, is attached hereto as Exhibit A.

5. Counterparts and Electronic Signatures.

This Amendment may be executed in one or more counterparts, including by facsimile, electronically (i.e., DocuSign), or by email, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, consistent with Section 10.15 of the Agreement.

6. Governing Law.

This Amendment shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles, consistent with Section 10.9 of the Agreement.

IT IS SO AGREED.

By the Parties:

DATED: 8/19/2026

DocuSigned by:
3E5CFDA722704AA...

Plaintiff ASHLEY DEHAAN

DATED: _____

_____

Defendant MAGNOLIA HOLDINGS, LLC

By: _____

Position: _____

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IT IS SO AGREED.

By the Parties:

DATED: _____

_____

Plaintiff ASHLEY DEHAAN

DATED: _____

_____

Defendant MAGNOLIA HOLDINGS, LLC

By: Blake Draper Electronically signed by: Blake Draper
Reason: I am the authorized signer of this document
Date: Aug 19, 2026 15:32:04 PDT

Position: Administrator

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Approved by counsel:

DATED: 08/19/2026

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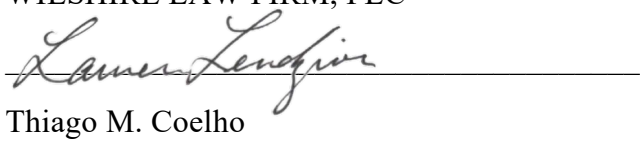

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Attorneys for Plaintiff ASHLEY DEHAAN

DATED: 09/17/2026

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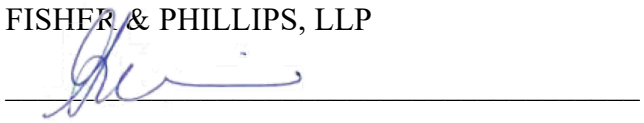

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