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POST ACUTE LLC AGENCY, LLC and CRYSTAL SOLARZANO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARIA DEL CARMEN NOLASCO
JIMENEZ, an individual and on behalf of all
others similarly situated,

Plaintiff,

v.

ROUTE 66 POST ACUTE LLC AGENCY,
LLC., a California limited liability
company; CRYSTAL SOLARZANO, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 23STCV03441

[Assigned to the Hon. Maren Nelson in
Dept. 17]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: February 16, 2023

Trial Date: None Set

1 This Class and Private Attorneys’ General Act of 2004 (“PAGA”) Settlement Agreement
2 (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff Maria
3 Del Carmen Nolasco Jimenez (“Plaintiff”), on one hand, and defendants Route 66 Post Acute,
4 LLC (erroneously sued as “Route 66 Post Acute LLC Agency, LLC”) and Crystal Solarzano,
5 (collectively, “Defendants”) on the other hand. The Agreement refers to Plaintiff and Defendants
6 collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS**

8 1.1. “Action” means the Plaintiff’s lawsuits alleging wage and hour violations and seeking
9 PAGA penalties against Defendants, captioned *Jimenez v. Route 66 Post Acute LLC Agency,*
10 *LLC, et. al.* Case No. 23STCV03441 initiated on February 16, 2023 and *Jimenez v. Route 66*
11 *Post Acute LLC Agency, LLC, et. al.* Case No. 23STCV09315 initiated on April 6, 2023, both
12 pending in Superior Court of the State of California, County of Los Angeles.

13 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity
14 the Parties have agreed to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
16 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
17 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
18 Preliminary Approval of the Settlement.

19 1.4. “Aggrieved Employees” means Class Members employed by Defendants as hourly-paid,
20 non-exempt employees during the PAGA Period in the State of California.

21 1.5. “Class” or “Settlement Class” means all persons currently or formerly employed by
22 Defendants as non-exempt, hourly-paid employees at any time during the Class Period in the
23 State of California.

24 1.6. “Class Counsel” means David D. Bibiyan of Bibiyan Law Group, P.C.

25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
26 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.

28 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,

possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from February 23, 2021 through November 7, 2023.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendants" means named defendants Route 66 Post Acute LLC and Crystal Solorzano.

1.17. "Defense Counsel" means Joseph R. Lordan and Sumy Kim of O'Hagan Meyer, LLC.

1.18. "Effective Date" means the date when all of the following events have occurred: (1) this Settlement Agreement has been executed by all Parties, Class Counsel and Defendants' Counsel; (2) the Court has given Preliminary Approval to this Settlement Agreement; (3) the Class Notice has been given to the putative members of the Settlement Class, providing them with an opportunity to object to the terms of this Settlement Agreement or opt out of the Settlement; (4) the Court has held a Final Approval Hearing and entered a Final Approval and Final Judgment

certifying the Settlement Class, and approving this Settlement Agreement; and (5) in the event there are written objections filed prior to the Final Approval Hearing which are not later withdrawn or denied, the later of the following events: five (5) business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's Final Approval approving this Settlement Agreement has elapsed without any appeal, writ or other appellate proceeding having been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's Final Approval approving this Settlement Agreement has been filed, five (5) business days after any appeal, writ or other appellate proceedings opposing this Settlement Agreement has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

1.22. "Gross Settlement Amount" means \$200,000.00 (Two Hundred Thousand Dollars and Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.1 below, and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

1 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
2 entitled, under Labor Code section 2699, subd. (i).

3 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
4 under Labor Code section 2699, subd. (i).

5 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
6 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
7 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
8 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
9 paid to Participating Class Members as Individual Class Payments.

10 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Action.

13 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
14 for Defendants for at least one day during the PAGA Period.

15 1.32. “PAGA Period” means the period from February 15, 2022 through November 7, 2023.

16 1.33. “PAGA” means the Private Attorneys’ General Act (Labor Code §§ 2698. *et seq.*).

17 1.34. “PAGA Notice” means Plaintiff’s February 15, 2023 letter to Defendants and the LWDA,
18 providing notice pursuant to Labor Code section 2699.3 subd. (a).

19 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties (\$10,000.00) to be
20 paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$7,500.00)
21 and 75% to the LWDA (\$2,500.00) in settlement of PAGA claims.

22 1.36. “Participating Class Member” means a Class Member who does not submit a valid and
23 timely Request for Exclusion from the Settlement.

24 1.37. “Plaintiff” means Maria Del Carmen Nolasco Jimenez, the named plaintiff in the Action.

25 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
26 Settlement.

27 1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
28 and Approval of PAGA Settlement to be mutually agreed upon by the Parties prior to Plaintiff’s

1 presentation of the same to the Court.

2 1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2
3 below.

4 1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4
5 below.

6 1.42. “Released Parties” means: Defendants and all their present and former parent companies,
7 subsidiaries, divisions, related or affiliated companies, shareholders, members, representatives,
8 officers, directors, employees, agents, attorneys, insurers, landlords, licensees, lessors, insurers,
9 reinsurers, predecessors, successors, transferees, heirs, executors, administrators, and assigns,
10 and any individual or entity which could be liable for any of the Released Claims, and
11 Defendants’ counsel of record in the Action.

12 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be
13 excluded from the Class Settlement signed by the Class Member.

14 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
15 Class Members and Aggrieved Employees and shall be the last date on which Class Members
16 may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail
17 his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after
18 having been returned undeliverable to the Administrator shall have an additional 15 days beyond
19 the Response Deadline has expired.

20 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the
21 Judgment.

22 1.46. “Workweek” means any week during which a Class Member was employed by and
23 worked for the Defendants in a non-exempt, hourly position during the Class Period in California,
24 based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

25 **2. RECITALS**

26 2.1. On February 16, 2023, Plaintiff commenced this Action by filing a Complaint alleging
27 causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay
28 minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure

1 to provide rest periods or compensation in lieu thereof; (5) failure to pay all wages due upon
2 separation; (6) failure to provide accurate wage statements; (7) failure to timely pay wages; (8)
3 violation of Labor Code § 227.3; (9) failure to provide suitable seating; and (10) engaging in
4 unfair competition (the “Class Action”).

5 2.2. On April 26, 2023, when 65 days passed without any communication from the LWDA,
6 Plaintiff filed a separate representative action under PAGA in the Superior Court of California
7 for the County of Los Angeles, entitled as *Jimenez v. Route 66 Post Acute LLC, et. al.*, Case
8 Number 23STCV09315, for civil penalties under Labor Code sections 210, 226.3, 558, 1174.5,
9 1197.1 and 2699 in connection with the allegations made in the PAGA Notice (the “PAGA
10 Action”).

11 2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to
12 Defendants and the LWDA by sending the PAGA Notice.

13 2.4. On August 8, 2023, the parties participated in an all-day mediation presided over by Hon.
14 Carl West, Esq. While it did not settle that day, the information shared therein subsequently led
15 to this Agreement to settle the Action.

16 2.5. Prior to mediation, Plaintiff obtained, through informal discovery: (1) time and payroll
17 records for approximately 40% of the putative class members from February 16, 2019 to the date
18 of mediation; (2) class data points, including average rates of pay and total number of hours
19 worked during the Class Period, the number of terminated/separated Class Members in the
20 waiting time penalty period, the number of current and former aggrieved employees, the number
21 of hours worked and number of pay periods in the wage statement/PAGA Period; (3) Defendants’
22 policy documents; and (4) the employee handbook. Plaintiff’s investigation was sufficient to
23 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.
24 App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-
25 130 (Dunk/Kullar).

26 2.6. As part of the Settlement, the Parties agree to stipulate to Plaintiff filing an amended
27 complaint in the Class Action that effectively consolidates the allegations of the Class Action
28 and the PAGA Action within the Class Action for the purpose of settlement approval. Upon the

1 acceptance of the filing of the amended complaint, Plaintiff shall dismiss the PAGA Action
2 without prejudice.

3 2.7. The Court has not granted class certification.

4 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
5 other pending matter or action asserting claims that will be extinguished or affected by the
6 Settlement.

7 **3. MONETARY TERMS**

8 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
9 Defendants promise to pay \$200,000.00 as the Gross Settlement Amount, unless escalated
10 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
11 taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no
12 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated
13 in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
14 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
15 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to
16 Defendants.

17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
18 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
19 in the Final Approval:

20 3.2.1. To Plaintiff: Class Representative Service Payment to Class Representative or
21 named plaintiff of not more than \$7,500.00, in addition to any Individual Class Payment
22 and any Individual PAGA Payment the Class Representative or named plaintiff is
23 entitled to receive as a Participating Class Member. Defendants will not oppose
24 Plaintiff's request for a Class Representative Service Payment that does not exceed this
25 amount. As part of the motion for Class Counsel Fees Payment and Class Litigation
26 Expenses Payment, Plaintiff will endeavor to seek Court approval for any Class
27 Representative Service Payments no later than 16 court days prior to the Final Approval
28 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 employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$70,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment 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 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$8,890.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less than, or the Court approves payment less
4 than, \$8,890.00, the Administrator will retain the remainder in the Net Settlement
5 Amount.

6 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by
7 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
8 all Participating Class Members during the Class Period and (b) multiplying the result
9 by each Participating Class Member's Workweeks.

10 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
11 Class Member's Individual Class Payment will be allocated to settlement of
12 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
13 withholding and will be reported on an IRS W-2 Form. The 80% of each
14 Participating Class Member's Individual Class Payment will be allocated to
15 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
16 Non-Wage Portions are not subject to wage withholdings and will be reported
17 on IRS 1099 Forms. Participating Class Members assume full responsibility and
18 liability for any employee taxes owed on their Individual Class Payment.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
20 Class Payments. Non-Participating Class Members will not receive any
21 Individual Class Payments. The Administrator will retain amounts equal to their
22 Individual Class Payments in the Net Settlement Amount for distribution to
23 Participating Class Members on a pro rata basis.

24 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
25 \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00)
26 allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual
27 PAGA Payments.

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3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) 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 Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to September 8, 2023 (the date of mediation), Defendants estimated there were approximately 309 Class Members who collectively worked about 12,513 Workweeks, and approximately 248 Aggrieved Employees who worked about 3,517 PAGA Pay Periods.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have continuing duties 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.

1 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
2 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
3 transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
5 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
6 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
7 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and
8 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
9 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
10 shall not precede disbursement of Individual Class Payments and the Individual PAGA
11 Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class U.S.
14 Mail, postage prepaid. The face of each check shall prominently state the date (not less
15 than 180 days after the date of mailing) when the check will be voided. The
16 Administrator will cancel all checks not cashed by the void date. The Administrator will
17 send checks for Individual Settlement Payments to all Participating Class Members
18 (including those for whom Class Notice was returned undelivered). The Administrator
19 will send checks for Individual PAGA Payments to all Aggrieved Employees including
20 Non-Participating Class Members who qualify as Aggrieved Employees (including
21 those for whom Class Notice was returned undelivered). The Administrator may send
22 Participating Class Members a single check combining the Individual Class Payment
23 and the Individual PAGA Payment. Before mailing any checks, the Settlement
24 Administrator must update the recipients' mailing addresses using the National Change
25 of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other
27 Class Members whose checks are returned undelivered without USPS forwarding
28 address. Within 7 days of receiving a returned check the Administrator must re-mail

1 checks to the USPS forwarding address provided or to an address ascertained through
2 the Class Member Address Search. The Administrator need not take further steps to
3 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
4 The Administrator shall promptly send a replacement check to any Class Member whose
5 original check was lost or misplaced, requested by the Class Member prior to the void
6 date.

7 4.4.3. Participating Class Members will receive an Individual Settlement Payment.
8 Individual Settlement Payment checks shall remain valid and negotiable for one
9 hundred and eighty (180) calendar days after the date of their issuance. Thereafter,
10 checks for such payments shall be canceled and funds associated with such checks shall
11 be transmitted to the California Controller's Office, Unclaimed Property Fund.

12 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
13 not obligate Defendants to confer any additional benefits or make any additional
14 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
15 specified in this Agreement.

16 **5. RELEASE OF CLAIMS**

17 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
18 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
19 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
20 Class Members, and Class Counsel will release claims against all Released Parties as follows:

21 5.1. Plaintiff's Release. Plaintiff and their respective former and present spouses, family
22 members, executors, representatives, agents, attorneys, heirs, administrators, successors and
23 assigns generally release and discharge Released Parties from all claims, transactions or
24 occurrences including, but not limited to: (a) all claims that were or reasonably could have been
25 alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that
26 were or reasonably could have been alleged based on facts contained in the Operative Complaint,
27 Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2 and 5.4 below
28 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce

1 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
2 social security benefits, workers' compensation benefits that arose at any time, or based on
3 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
4 law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true
5 but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
6 notwithstanding such different or additional facts or Plaintiff's discovery of them.

7 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
8 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the
9 provisions, rights and benefits, if any, of section 1542 of the California Civil Code,
10 which reads:

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

15 5.2. Release by Participating Class Members: For the duration of the Class Period, all
16 Participating Class Members, on behalf of themselves and their respective former and present
17 representatives, family members, executors, representatives, agents, attorneys, heirs,
18 administrators, successors and assigns, release Released Parties from all claims that were alleged
19 or reasonably could have been alleged based on the facts stated in the Operative Complaint
20 including: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay
21 minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu
22 thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all
23 claims for failure to pay all wages due upon separation; (6) all claims for failure to provide
24 accurate wage statements; (7) all claims for failure to timely pay wages; (8) all claims for violation
25 of Labor Code §227.3; (9) all claims for failure to provide suitable seating; (10) all claims asserted
26 through California Business & Professions Code section 17200, *et seq.*, arising out of the Labor
27 Code violations referenced in the Operative Complaint.

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1 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not
2 release any other claims, including claims for vested benefits, wrongful termination, violation of
3 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
4 workers' compensation, or claims based on facts occurring outside the Class Period.

5 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved
6 Employees are deemed to release, on behalf of themselves and their respective former and present
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
8 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
9 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA
10 Notice, including, claims for PAGA penalties pursuant to Labor Code sections 210, 226.3, 558,
11 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections Labor
12 Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432,
13 510, 512, 1102.5, 1174, 1194, 1197, 1197.5, 1198.5, 2802, 2810.3 and 2810.5, among others.

14 **6. AMENDMENT OF PLEADINGS AND MOTION FOR PRELIMINARY**
15 **APPROVAL OF SETTLEMENT**

16 6.1. The Parties hereby stipulate to filing of a First Amended Complaint in the Class Action
17 that includes all of the allegations in the PAGA Action. If and when the First Amended Complaint
18 is filed, Plaintiff will dismiss the PAGA Action without prejudice, thereby effectively
19 consolidating all allegations in the PAGA Action into the Class Action. In the event the Court
20 does not grant final approval of this Settlement, Plaintiff will be permitted to separately file the
21 PAGA Action without prejudice and the filing shall relate back to the original filing date of the
22 PAGA Action. The amended complaint shall be the "Operative Complaint."

23 6.2. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
24 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
25 Approvals.

26 6.3. Defendants' Declaration in Support of Preliminary Approval. Because funds from
27 uncashed checks will be transmitted to the California Controller's Office, Unclaimed Property
28 Fund, Defendants and Defendants' counsel have no obligation to provide declarations disclosing

any facts relevant to any actual or potential conflicts with a “*cy pres* recipient.”

6.4. Plaintiff’s Responsibilities. Plaintiff will prepare and endeavor to deliver to Defense Counsel prior to filing all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration 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.

6.5. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary

1 Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the
2 Administrator.

3 6.6. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
5 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
6 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
7 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
8 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
9 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
10 Court’s concerns.

11 **7. SETTLEMENT ADMINISTRATION**

12 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the
13 Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this
14 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
15 payment of Administration Expenses. The Parties and their Counsel represent that they have no
16 interest or relationship, financial or otherwise, with the Administrator other than a professional
17 relationship arising out of prior experiences administering settlements.

18 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
19 Identification Number for purposes of calculating payroll tax withholdings and providing reports
20 to state and federal tax authorities.

21 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
22 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section
23 468B-1.

24 7.4. Notice to Class Members

25 7.4.1. No later than three (3) business days after receipt of the Class Data, the
26 Administrator shall notify Class Counsel that the list has been received and state the
27 number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class
28 Data.

1 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
2 days after receiving the Class Data, the Administrator will send to all Class Members
3 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
4 the Class Notice with Spanish translation, substantially in the form attached to this
5 Agreement as Exhibit “A.” The first page of the Class Notice shall prominently estimate
6 the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
7 payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if
8 applicable) used to calculate these amounts. Before mailing Class Notices, the
9 Administrator shall update Class Members’ addresses using the National Change of
10 Address database.

11 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
12 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
13 using any forwarding address provided by the USPS. If the USPS does not provide a
14 forwarding address, the Administrator shall conduct a Class Member Address Search,
15 and re-mail the Class Notice to the most current address obtained. The Administrator
16 has no obligation to make further attempts to locate or send Class Notice to Class
17 Members whose Class Notice is returned by the USPS a second time.

18 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
19 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
20 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
21 notice is re-mailed. The Administrator will inform the Class Member of the extended
22 deadline with the re-mailed Class Notice.

23 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
24 discovers any persons who believe they should have been included in the Class Data
25 and should have received Class Notice, the Parties will expeditiously meet and confer
26 in person or by telephone and in good faith, in an effort to agree on whether to include
27 them as Class Members. If the Parties agree, such persons will be Class Members
28 entitled to the same rights as other Class Members, and the Administrator will send, via

1 email or overnight delivery, a Class Notice requiring them to exercise options under this
2 Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in
3 the Class Notice, which ever are later.

4 7.5. Requests for Exclusion (Opt-Outs).

5 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
6 Settlement must send the Administrator, by fax, email or mail, a signed written Request
7 for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus
8 an additional 15 days for Class Members whose Class Notice is re-mailed). A Request
9 for Exclusion is a letter from a Class Member or his/her representative that reasonably
10 communicates the Class Member's election to be excluded from the Settlement and
11 includes the Class Member's name, address and email address or telephone number. To
12 be valid, a Request for Exclusion must be timely faxed, emailed or postmarked by the
13 Response Deadline.

14 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
15 fails to contain all the information specified in the Class Notice. The Administrator shall
16 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain
17 the identity of the person as a Class Member and the Class Member's desire to be
18 excluded. The Administrator's determination shall be final and not appealable or
19 otherwise susceptible to challenge. If the Administrator has reason to question the
20 authenticity of a Request for Exclusion, the Administrator may demand additional proof
21 of the Class Member's identity. The Administrator's determination of authenticity shall
22 be final and not appealable or otherwise susceptible to challenge.

23 7.5.3. Every Class Member who does not submit a timely and valid Request for
24 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
25 to all benefits and bound by all terms and conditions of the Settlement, including the
26 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
27 regardless whether the Participating Class Member actually receives the Class Notice
28 or objects to the Settlement.

1 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or
3 have the right to object to the class action components of the Settlement. Because future
4 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
5 Participating Class Members who are Aggrieved Employees are deemed to release the
6 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
7 PAGA Payment.

8 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
9 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
10 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
11 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
12 allocation by communicating with the Administrator via fax, email, or mail. The Administrator
13 must encourage the challenging Class Member to submit supporting documentation. In the
14 absence of any contrary documentation, the Administrator is entitled to presume that the
15 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
16 Data. The Administrator's determination of each Class Member's allocation of Workweeks
17 and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
18 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
19 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
20 the challenges.

21 7.7. Objections to Settlement

22 7.7.1. Only Participating Class Members may object to the class action components of
23 the Settlement and/or this Agreement, including contesting the fairness of the
24 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
25 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

26 7.7.2. Participating Class Members may send written objections to the Administrator, by
27 fax, email or mail. In the alternative, Participating Class Members may appear in Court
28 (or hire an attorney to appear in Court) to present verbal objections at the Final Approval

Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

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

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will 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.

7.8.2. 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).

7.8.3. 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 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include/provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator’s Declaration. 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 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.

7.8.6. 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 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in

1 Court attesting to its disbursement of all payments required under this Agreement. Class
2 Counsel is responsible for filing the Administrator's declaration in Court.

3 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

4 Based on its records, Defendants estimate that, as of the date of this Settlement
5 Agreement, (1) there are approximately 309 Class Members and no more than 12,513 Total
6 Workweeks during the Class Period and (2) there were approximately 214 Aggrieved Employees
7 who worked 3,542 Pay Periods during the PAGA Period.

8 8.1. Increase in Workweeks. Defendants represent that there are no more than approximately
9 12,513 Workweeks worked from February 23, 2021 through September 8, 2023. In the event the
10 number of Workweeks worked during the Class Period increases by more than 10%, or an
11 additional 1,252 Workweeks, then Defendants shall, in its sole discretion, have the option to
12 either: (1) de-escalate the Settlement so that the Class Period ends on the date that the Workweek
13 count totals 13,764; or (2) permit the GFV to be increased proportionally by the Workweeks in
14 excess of 13,764 Workweeks multiplied by the per workweek value. The Workweek Value shall
15 be calculated by dividing the GFV by 12,513. The Parties agree that the Workweek Value
16 amounts to \$15.98 per Workweek (\$200,000 / 12,513 Workweeks). Thus, for example, should
17 there be 14,000 Workweeks in the Class Period, then the GFV shall be increased by \$3,870.40
18 (14,000 Workweeks – 13,764 Workweeks x \$16.40/Workweek.)

19 **9. MOTION FOR FINAL APPROVAL OF SETTLEMENT**

20 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
21 final approval of the Settlement that includes a request for approval of the PAGA settlement
22 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
23 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
24 of these documents to Defense Counsel for review at least three (3) business days prior to filing
25 the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and
26 confer in person or by telephone, and in good faith, to resolve any disagreements concerning the
27 Motion for Final Approval.

28 ///

1 9.1. Response to Objections. Each Party retains the right to respond to any objection raised by
2 a Participating Class Member, including the right to file responsive documents in Court no later
3 than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the
4 Court.

5 9.2. Duty to Cooperate. If the Court does not grant Final Approval, conditions Final Approval
6 on any material change to the Settlement (including, but not limited to, the scope of release to be
7 granted by Class Members) or if the Settlement is terminated by either Party in accordance with
8 this Settlement Agreement, the Parties will request that the Court reopens the proceedings within
9 14 days. Notwithstanding the foregoing, the Parties agree to expeditiously work together in good
10 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
11 Approval. The Court's decision to award less than the amounts requested for the Class
12 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
13 Expenses Payment and Administrator Expenses Payment shall not constitute a material
14 modification to the Agreement within the meaning of this paragraph.

15 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
16 Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of
17 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
18 and (iii) addressing such post-Judgment matters as are permitted by law.

19 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
21 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
22 respective counsel, and all Participating Class Members who did not object to the Settlement as
23 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
24 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
25 for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver
26 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
27 Parties' obligations to perform under this Agreement will be suspended until such time as the
28 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 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). Payment of wages does not extend or alter the Class Members' or Aggrieved Employees' period of employment for any purpose.

11.2. Confidentiality. The Class Representative and Class Counsel will not make any public disclosures of any kind regarding the Settlement or this MOU, including but not limited to postings on Class Counsel's website and postings on any social media sites/outlets. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage him to adhere to, the restriction against any public disclosures regarding the Settlement or this MOU. Class Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendants' business relationships, either before or after the Motion for Preliminary Approval is filed. Following preliminary approval of the Settlement, the Class Representative and Class Counsel will not initiate any communications with the media or third parties. If contacted by the media or third parties (except for Class Members and the Settlement Administrator), the Class Representative and Class Counsel will only discuss information publicly available. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will encourage her to adhere to, the restriction against initiating any media comment. Class Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

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.

1 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
4 its terms and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
7 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
8 Settlement Agreement, submitting supplemental evidence, and supplementing points and
9 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
10 or content of any document necessary to implement the Settlement or on any modification of the
11 Agreement that may become necessary to implement the Settlement, the Parties will seek the
12 assistance of a mediator and/or the Court for resolution.

13 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
14 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer or
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
16 action or right released and discharged by the Party in this Settlement.

17 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
18 providing any advice regarding taxes or taxability nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
20 Part 10, as amended) or otherwise.

21 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all Parties or their
23 representatives, and approved by the Court.

24 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
25 the benefit of, the successors of each of the Parties.

26 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the State of California, without
28 regard to conflict of law principles.

1 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
2 this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
5 during Action and in this Agreement relating to the confidentiality of information shall survive
6 the execution of this Agreement.

7 11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
8 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
9 Defendants in connection with the mediation, other settlement negotiations or in connection with
10 the Settlement, may be used only with respect to this Settlement and no other purpose, and may
11 not be used in any way that violates any existing contractual agreement, statute, or rule of court.

12 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
15 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
19 by facsimile, electronically (i.e., DocuSign) or email, which, for purposes of this Agreement,
20 shall be accepted as an original. All executed counterparts and each of them will be deemed to
21 be one and the same instrument if counsel for the Parties will exchange between themselves
22 signed counterparts. Any executed counterpart will be admissible in evidence to prove the
23 existence and contents of this Agreement.

24 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
25 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
26 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
27 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
28 process.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

María del Carmen Nolasco Jiménez

María del Carmen Nolasco Jiménez (Mar 12, 2024 18:31 PDT)

For Plaintiff, Maria Del Carmen Nolasco
Jimenez

For Defendant, ROUTE 66 POST
ACUTE LLC

For Defendant, Crystal Solarzano

Vedang J. Patel

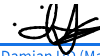
David D. Bbiyan
Vedang J. Patel
Brandon Chang
Counsel for Plaintiff, Maria Del Carmen
Nolasco Jimenez

Joseph R. Lordan
Sumy Kim
Counsel for Defendants

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

For Plaintiff, Maria Del Carmen Nolasco Jimenez



Damian Liu (Mar 7, 2024 09:13 PST)
For Defendant, ROUTE 66 POST ACUTE LLC

For Defendant, Crystal Solarzano

David D. Bibiyan
Vedang J. Patel
Brandon Chang
Counsel for Plaintiff, Maria Del Carmen Nolasco Jimenez



Joseph R. Lordan
Sumy Kim
Counsel for Defendants