PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff SILVANA ROQUE (“Plaintiff” or “Plaintiff Roque”) and Defendant LONG BEACH HEALTHCARE CENTER, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties.” The Parties agree to a PAGA settlement of the lawsuit entitled *Silvana Roque v. Long Beach Healthcare Center, LLC*., Superior Court of the State of California (Los Angeles County) Case No. 23STCV15411, (collectively, the “PAGA Action”).

1. **DEFINITIONS.**

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Silvana Roque v. Long Beach Healthcare Center, LLC*, Case No. 23STCV15411 initiated on October 17, 2025, in the County of Los Angeles and pending in Superior Court of the State of California.

1.2. “Administrator” means Apex Class Action Administration, 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 this Settlement.

1.4. “Aggrieved Employee” in the context of this settlement agreement only means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.

1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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.

1.6. “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.

1.7. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees.

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

1.9. “Defendant” means named Defendant Long Beach Healthcare Center, LLC.

1.10. "Defense Counsel" means Joseph R. Lordan, Esq., Vincent R. Fisher, Esq., and J. Cruz Zavala-Garcia, Esq., of O'Hagan Meyer, LLP, located at 1 Embarcadero Center, Suite 2100, San Francisco, California 94111.

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

1.12. "Gross Settlement Amount" or "GSA" means $253,207.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, PAGA Representative Service Payment, and the Administration Expenses Payment.

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

1.14. "Judgment" means the judgment entered by the Court based upon the final approval of the Settlement reflected in this Agreement.

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 75% of the Net Settlement Amount 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: The LWDA PAGA Payment, PAGA Representative Service 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" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.19. "PAGA Counsel" means Lavi & Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry, Melanie Rodriguez, Alexander J. Aroeste, and all lawyers affiliated with this firm.

1.20. "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.

1.21. "PAGA Notice" means Plaintiff's March 4, 2023, letter and October 10, 2025 Amended Notice to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

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

1.23. "PAGA Period" means the period from April 26, 2022, through February 1, 2025.

1.24. "PAGA Representative" means Silvana Roque, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a PAGA Representative.

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

1.26. "Plaintiff" means Silvana Roque, the named Plaintiff in the Action.

1.27. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.

1.28. "Released Parties" means: Defendant Long Beach Healthcare, LLC any potential "joint employer," and any and all of Defendant's affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, owners, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on Defendant's behalf) predecessors, successors, and assigns.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

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

1.31. "Defendant" means named Defendant Long Beach Healthcare, LLC

2. **RECITALS.**

2.1. On April 25, 2023, Angela E. Brown ("Plaintiff Brown") provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

2.2. On April 25, 2023, Plaintiff Brown commenced a wage-and-hour class action lawsuit in Superior Court of California, County of Los Angeles, Case No. 23STCV09187. The lawsuit alleged (1) failure to pay overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest breaks; (4) failure to timely pay final wages at termination; (5) failure to provide accurate itemized wage statements; and (6) Business & Professions Code section 17200, et seq.

2.3. On June 30, 2023, Plaintiff Brown commenced a representative action arising under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code §§ 2698, et. seq. lawsuit in Superior Court of California, County of Los Angeles, Case No. 23STCV15411.

2.4. On September 24, 2023, Case No. 23STCV09187 and Case No. 23STCV15411 were related.

2.5. After engaging in informal discovery, investigations, and negotiation, on September 30, 2024, the Parties attended mediation with David Phillips, Esq, resulting in a settlement, subject to the Court's approval.

2.6. On October 10, 2025, Plaintiff Roque provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.

2.7. In line with the settlement on September 30, 2024, on October 17, 2025, Plaintiff Brown filed a First Amended Complaint in the Action Case No. 23STCV15411 to include Plaintiff Silvana Roque as a named Plaintiff to the representative action arising under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code §§ 2698, et. seq. (the "Operative Complaint").

2.8. On November 4, 2025, Plaintiff Brown's request for dismissal of class action claims from the Complaint Case No. 23STCV09187 pursuant to California Rules of Court Rule 3.770 without prejudice was granted.

2.9. On December 12, 2025, PAGA Counsel's motion to be relieved as counsel as to Plaintiff Brown was granted.

2.10. 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.

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

2.12. The Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced several documents relating to the policies, practices, and procedures regarding paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendant's production, Plaintiffs also reviewed time records, pay records, and information relating to the size and scope of the alleged aggrieved employees, as well as data permitting Plaintiff to understand the number of PAGA Pay Periods.

2.13. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.14. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $253,207.00 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 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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:

3.2.1 To Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than $5,000.00 (in addition to any Individual PAGA Payment that the PAGA Representative is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Representative Service Payments using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on their respective Representative Service Payment.

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 $84,402.33, and a PAGA Counsel Litigation Expenses Payment of not more than $22,000.00. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, PAGA Counsel may, at their discretion, increase the PAGA Counsel Fees Payment in order to remain One-Third of the Gross Settlement Amount. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and Plaintiff's Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment, provided that the Gross Settlement Amount is fully funded and paid pursuant to paragraphs 4.3 and 4.4 below. 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, provided that the Gross Settlement Amount is fully funded and paid pursuant to paragraphs 4.3 and 4.4 below.

3.2.3 <u>To the Administrator</u>: An Administration Expenses Payment not to exceed $9,000.00 except for a showing of good cause and as approved by the Court. To the extent that the Administrator's expenses are less or the Court approves payment less than $9,000.00, the Administrator will retain the remainder in the Net Settlement Amount. If the Administration Expenses exceed the amount approved by the Court, Defendant will have no obligation to pay any money in addition to the Gross Settlement Amount to account for the excess administration costs.

3.2.4 <u>To the LWDA and Aggrieved Employees</u>: The LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount, a share currently estimated to be $132,804.67, shall be paid to the LWDA under Labor Code section 2699, subd. (i). The Aggrieved Employee PAGA Penalties in the amount of 25% of the Net Settlement Amount shall be allocated for the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees PAGA Penalties, representing 25% of the Net Settlement Amount, a share currently estimated to be

$34,526.17, by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.5 In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel reserves their right to appeal such order, however, Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 459 Aggrieved Employees who worked a total of 12,310 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 14 days of the Court's order granting Preliminary 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 by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

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

Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment 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, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the 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 Employee whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employee 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 cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Alliance for Children's Rights, 4525 Wilshire Blvd., Suite 150, Los Angeles, California 90010.

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 Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1. Plaintiff's Release. As a condition of receiving any portion of her respective Representative Service Payment, Plaintiff agrees to the following general release ("Plaintiff's Release"): In consideration of Defendant's promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all claims alleged in the Action, and also generally releases and discharges the Released Parties, and all of their present and former parents, subsidiaries, affiliates, and joint ventures, shareholders, members, managers, officers, officials, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns, from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against them through the date that this Agreement is fully executed. This general release includes, but is not limited to, claims arising out of or relating to Plaintiff's employment by Defendant, including but not limited to any and all claims for violation of any section of the California Labor Code and/or Wage Orders; violation of the Fair Labor Standards Act ("FLSA"); failure to pay wages, benefits, vacation pay, severance pay, final pay, or other compensation of any sort; fraud; intentional or negligent misrepresentation; breach of contract; promissory estoppel; wrongful termination; retaliation; violation of public policy; breach of implied covenant of good faith and fair dealing; defamation; unlawful effort to prevent employment; sexual harassment; discrimination on the basis of race, color, sex, national origin, ancestry, religion, age, disability, handicap, medical condition, marital status or any other protected class; any claim under the Fair Credit Reporting Act, California Consumer Credit Reporting Agencies Act, California Investigative Consumer Reporting Agencies Act, or other laws regarding background checks; any claim under Title VII of the Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. §§ 2000, et seq.; the Americans with Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the California Fair Employment and Housing Act ("FEHA"), or California Government Code §§ 12940 et seq.; violation of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"); violation of the Occupational Safety and Health Act ("OSHA") or any other health and/or safety laws, statutes or regulations; violation of the Employment Retirement Income Security Act of 1974 ("ERISA"); violation of the Internal Revenue Code; any other claim arising from employment or; or other common law or tort matters and all other claims under federal, state or local law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true but agrees, nonetheless, that her Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2. Plaintiffs' Waiver of Rights Under 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.

5.3. Release by Aggrieved Employees: All Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims all PAGA claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices during the PAGA Period.

6. **MOTION FOR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to 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)); (iii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the Motion for Approval of this Settlement so that it can be filed quickly following the execution of this Agreement. PAGA Counsel is responsible for delivering the Court's approval to the Administrator. PAGA Counsel will provide Defense Counsel five (5) business days to review and comment on the Motion for Approval before filing. The Parties will work in good faith to resolve any disagreements regarding the Motion for Approval.

6.3. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff is responsible for delivering the Court's Approval Order to the Administrator.

6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant motion for approval of this Settlement or conditions its approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

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

7.2. 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.

7.3. 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.

7.4. 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.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.**

8.1. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there were 459 Aggrieved Employees who worked 12,310 PAGA Pay Periods during the PAGA Period.

8.1.1 Escalator Clause. If the actual total number of pay periods exceeds 15% (fifteen percent) of 12,310 (i.e., 14,157), Defendant, at its sole discretion, will either: (a) pay the pro rata percentage increase in excess of 15% of the GSA to include the additional pay periods, (e.g., a 16% increase in pay periods would result in a 1% increase in the GSA); or (b) reduce the PAGA Period to the date that 14,157 pay periods were met, but not exceeded.

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

9.1. 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, the Parties, their respective counsel 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 another party 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.

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 Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have 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 Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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).

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. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken 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 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. The Parties are not 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. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. 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.

10.14. 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.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

To Plaintiff Silvana Roque:

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

To Defendant Long Beach Healthcare Center, LLC:

Joseph R. Lordan, Esq.
Vincent R. Fisher, Esq.
J. Cruz Zavala-Garcia, Esq.
O'HAGAN MEYER
One Embarcadero Center, Suite 2100

San Francisco, CA 94111

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

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

10.18. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

SIGNATURES ON NEXT PAGE

Dated: 01/23/2026

SILVANA ROQUE

Dated: ____________________

LONG BEACH HEALTHCARE CENTER, LLC

Name: ______________________________

Title: ______________________________

APPROVED **AS TO FORM:**

Dated: 01/23/2026

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Melanie Rodriguez, Esq.
Alexander J. Aroeste, Esq.
Attorneys for SILVANA ROQUE, on behalf of herself and all others similarly situated

Dated: ____________________

O'HAGAN MEYER

Joseph R. Lordan, Esq.
Vincent R. Fisher, Esq.
J. Cruz Zavala-Garcia, Esq.
Attorneys for Defendant LONG BEACH HEALTHER CENTER, LLC

Dated: ____________________ **SILVANA ROQUE**

____

Dated: 1/22/2026 | 7:55:15 AM PST **LONG BEACH HEALTHCARE CENTER, LLC**

Signed by:
Calvin Warren
F599D0070C0A4AC...

Name: Calvin Warren

Title: Administrator

APPROVED **AS TO FORM:**

Dated: ____________________ **LAVI & EBRAHIMIAN, LLP**

____

Joseph Lavi, Esq.
Vincent Granberry, Esq.
Melanie Rodriguez, Esq.
Alexander J. Aroeste, Esq.
Attorneys for SILVANA ROQUE, on behalf of herself and all others similarly situated

Dated: January 26, 2026 **O'HAGAN MEYER**

____

Joseph R. Lordan, Esq.
Vincent R. Fisher, Esq.
J. Cruz Zavala-Garcia, Esq.
Attorneys for Defendant LONG BEACH HEALTHER CENTER, LLC