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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JEFFREY ADAM KILGORE and HALEY
MOORE, individually, on behalf of
themselves and all other aggrieved
employees,

Plaintiffs,

v.

BQ OPERATIONS HOLDINGS, LLC, a
limited liability company; 991 CLYDE
AVENUE OPCO, LLC; NEWGEN
ADMINISTRATIVE SERVICES, LLC;
SAPPHIRE OPERATIONS, LLC; NEWGEN,
LLC; SUNBRIDGE BRASWELL
ENTERPRISES, LLC; 6740 WILBUR
AVENUE OPCO LLC; 320 NORTH
CRAWFORD AVENUE OPERATIONS
LLC; ANAHEIM TERRACE CARE
CENTER LLC; BAY CREST CARE
CENTER LLC; DEVONSHIRE CARE
CENTER LLC; FOUNTAIN VIEW
SUBACUTE & NRSNG CTR LLC;
MONTEBELLO CARE CENTER LLC; RIO
HONDO SUBACUTE & NURSING
CENTER LLC; SUNBRIDGE BRITTANY
REHABILITATION CENTER;
SUNBRIDGE CARE ENTERPRISES WEST
LLC; SUNBRIDGE HALLMARK HEALTH
SERVICES LLC; SUNBRIDGE
MEADOWBROOK REHABILITATION

Case No.: 23STCV10311

[Assigned for all purposes to the Hon. David S.
Cunningham III, Dept. 11]

PAGA SETTLEMENT AGREEMENT

Complaint filed: May 8, 2023
Trial date: Not set

CENTER LLC; SUNBRIDGE SHANDIN
HILLS REHABILITATION CENTER LLC;
SUNBRIDGE STOCKTON
REHABILITATION CENTER;
WOODLAND CARE CENTER LLC; 1030
WARNER AVENUE I OPCO LLC; 23228
MADERO OPCO LLC; WINDSOR
MONTEREY CARE CENTER LLC; 14766
WASHINGTON AVENUE OPERATIONS
LLC; S&F HOME HEALTH OPCO I LLC;
S&F HOSPICE OPCO I LLC; S&F
MARKET STREET HEALTHCARE LLC;
WINDSOR CARE CENTER NATIONAL
CITY INC.; WINDSOR CHEVIOT HILLS
LLC; WINDSOR COUNTRY DRIVE CARE
CENTER; WINDSOR COURT ASSISTED
LIVING LLC; WINDSOR CYPRESS
GARDENS HEALTHCARE LLC;
WINDSOR EL CAMINO CARE CENTER
LLC; WINDSOR ELK GROVE CARE AND
REHAB LLC; WINDSOR ELMHAVEN
CARE CENTER LLC; WINDSOR
HAMPTON CARE CENTER LLC;
WINDSOR HAYWARD ESTATES LLC;
WINDSOR ROSEWOOD CARE CENTER
LLC; WINDSOR SACRAMENTO ESTATES
LLC; WINDSOR SKYLINE CARE CENTER
LLC; WINDSOR TERRACE
HEALTHCARE LLC; WINDSOR THE
RIDGE REHABILITATION CENTER;
WINDSOR VALLEJO CARE CENTER
LLC; WINDSOR GARDENS
CONVALESCENT HOSPITAL INC.;
SPRING SENIOR ASSISTED LIVING LLC;
THE EARLWOOD LLC; BOLD QUAIL 2,
LLC; MESHUGA OPERATIONS
HOLDINGS, LLC; MESHUGA 2
OPERATIONS HOLDINGS, LLC; BOLD
QUAIL 3 OPERATIONS HOLDINGS, LLC;
and DOES 1-10, inclusive,

Defendants

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14 *Attorneys for Defendants*

15 *Sunbridge Braswell Enterprises, LLC; 991 Clyde Avenue Opco, LLC; 6740 Wilbur Avenue Opco*
16 *LLC; 320 North Crawford Avenue Operations LLC; Anaheim Terrace Care Center LLC; Bay Crest*
17 *Care Center LLC; Devonshire Care Center LLC; Fountain View Subacute & Nrsng Ctr LLC;*
18 *Montebello Care Center LLC; Rio Hondo Subacute & Nursing Center LLC; SunBridge Brittany*
19 *Rehabilitation Center; Sunbridge Care Enterprises West LLC; Sunbridge Hallmark Health Services*
20 *LLC; Sunbridge Meadowbrook Rehabilitation Center LLC; SunBridge Shandin Hills Rehabilitation*
21 *Center LLC; Sunbridge Stockton Rehabilitation Center; Woodland Care Center LLC; 1030 Warner*
22 *Avenue I Opco LLC (South Coast Post Acute and Santa Ana Royale TRC); 23228 Madero Opco LLC;*
23 *Windsor Monterey Care Center LLC; 14766 Washington Avenue Operations LLC; S&F Home Health*
24 *Opco I LLC; S&F Hospice OPCO I LLC; S&F Market Street Healthcare LLC; Windsor Care Center*
25 *National City Inc.; Windsor Cheviot Hills LLC; Windsor Country Drive Care Center; Windsor Court*
26 *Assisted Living LLC; Windsor Cypress Gardens Healthcare LLC; Windsor El Camino Care Center*
27 *LLC; Windsor Elk Grove Care and Rehab LLC; Windsor Elmhaven Care Center LLC; Windsor*
28 *Hampton Care Center LLC; Windsor Hayward Estates LLC; Windsor Rosewood Care Center LLC;*
Windsor Sacramento Estates LLC; Windsor Skyline Care Center LLC; Windsor Terrace Healthcare
LLC; Windsor The Ridge Rehabilitation Center; Windsor Vallejo Care Center LLC; Windsor Gardens
Convalescent Hospital Inc.; Spring Senior Assisted Living LLC; The Earlwood LLC; NewGen
Administrative Services, LLC; Sapphire Operations, LLC; BQ Operations Holdings, LLC; NewGen,
LLC; Bold Quail 2, LLC; Meshuga Operations Holdings, LLC; Meshuga 2 Operations Holdings, LLC
(aka Sapphire 2 Operations Holdings, LLC); and Bold Quail 3 Operations Holdings, LLC

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between Plaintiff Jeffrey Adam Kilgore (“Plaintiff Kilgore”) and Plaintiff Haley Moore (“Plaintiff Moore”) (together, “Plaintiffs”), on the one part, and Defendants Sunbridge Braswell Enterprises, LLC, 991 Clyde Avenue Opco, LLC, 6740 Wilbur Avenue Opco LLC, 320 North Crawford Avenue Operations LLC, Anaheim Terrace Care Center LLC, Bay Crest Care Center LLC, Devonshire Care Center LLC, Fountain View Subacute & Nrsng Ctr LLC, Montebello Care Center LLC, Rio Hondo Subacute & Nursing Center LLC, SunBridge Brittany Rehabilitation Center, Sunbridge Care Enterprises West LLC, Sunbridge Hallmark Health Services LLC, Sunbridge Meadowbrook Rehabilitation Center LLC, SunBridge Shandin Hills Rehabilitation Center LLC, Sunbridge Stockton Rehabilitation Center, Woodland Care Center LLC, 1030 Warner Avenue I Opco LLC (South Coast Post Acute and Santa Ana Royale TRC), 23228 Madero Opco LLC, Windsor Monterey Care Center LLC, 14766 Washington Avenue Operations LLC, S&F Home Health Opco I LLC, S&F Hospice OPCO I LLC, S&F Market Street Healthcare LLC, Windsor Care Center National City Inc., Windsor Cheviot Hills LLC, Windsor Country Drive Care Center, Windsor Court Assisted Living LLC, Windsor Cypress Gardens Healthcare LLC, Windsor El Camino Care Center LLC, Windsor Elk Grove Care and Rehab LLC, Windsor Elmhaven Care Center LLC, Windsor Hampton Care Center LLC, Windsor Hayward Estates LLC, Windsor Rosewood Care Center LLC, Windsor Sacramento Estates LLC, Windsor Skyline Care Center LLC, Windsor Terrace Healthcare LLC, Windsor The Ridge Rehabilitation Center, Windsor Vallejo Care Center LLC, Windsor Gardens Convalescent Hospital Inc., Spring Senior Assisted Living LLC, The Earlwood LLC, NewGen Administrative Services, LLC, Sapphire Operations, LLC, BQ Operations Holdings, LLC, NewGen, LLC, Bold Quail 2, LLC, Meshuga Operations Holdings, LLC, Meshuga 2 Operations Holdings, LLC (aka Sapphire 2 Operations Holdings, LLC), and Bold Quail 3 Operations Holdings, LLC (collectively, “Defendants”), on the other. The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Actions” means: (i) Plaintiff Kilgore’s lawsuit alleging claims for civil penalties for Labor Code violations captioned *Kilgore v. BQ Operations Holdings, LLC*, Case No. 23STCV10311, filed on May 8, 2023 and pending in the California Superior Court, County

of Los Angeles; and (ii) Plaintiff Moore’s lawsuit alleging claims for civil penalties for Labor Code violations captioned *Moore v. 991 Clyde Avenue Opco, LLC et al.*, Case No. 23STCV21439, filed on September 6, 2023 in the California Superior Court, County of Los Angeles, which Plaintiff Moore agrees to dismiss upon the filing of a second amended complaint in the above-caption *Kilgore* matter. For purposes of this Settlement, the Parties stipulate that the Actions will be consolidated under the above-captioned *Kilgore* matter by way of a second amended complaint that Plaintiffs agree to file upon the Parties’ full execution of the Settlement Agreement.

1.2. “Administrator” means Simpluris, the neutral entity the Parties have jointly appointed to administer the Settlement following a competitive bidding process.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount, and in accordance with the Administrator’s bid submitted to the Court in connection with approval of the Settlement, for the Administrator’s fees and costs, including, without limitation, issuance of checks and mailing.

1.4. “Aggrieved Employee” means all current and former employees who worked for Defendants at any facility in California and were classified as a non-exempt employee during the PAGA Release Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession, including name, last-known mailing and e-mail address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for Aggrieved Employees’ current mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Approval Order” means the Court’s order granting approval of PAGA Settlement.

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

1.9. “Defense Counsel” means the attorneys of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court

enters a Judgment on its Approval Order; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.11. “Employee Notice” means the Court-approved *Notice of PAGA Settlement*, substantively in the form attached hereto as “Exhibit A,” without material variation, with a Spanish translation by the Administrator, which will be mailed to Aggrieved Employees with their Individual PAGA Payments.

1.12. “Individual PAGA Payment” means an Aggrieved Employee’s pro-rata share of twenty-five percent (25%) of the PAGA Penalties, as calculated by the Administrator according to the number of PAGA Pay Periods the individual worked as an Aggrieved Employee during the PAGA Release Period.

1.13. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under California Labor Code § 2699(i).

1.15. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties payable to the LWDA pursuant to California Labor Code § 2699(i).

1.16. “Gross Settlement Amount” means \$1,100,000.00, which is the total amount Defendants agree to pay under the Settlement, except as provided under the Escalator Clause at Paragraph 8 of this Agreement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Attorneys’ Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments, in amounts as approved by the Court and stated in the Approval Order: the LWDA PAGA Payment, the PAGA Counsel Attorneys’ Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees through Individual PAGA Payments.

1.18. “Operative Complaint” means Plaintiffs’ Second Amended Representative Action Complaint filed in this Court.

- 1.19. “PAGA” means the California Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*
- 1.20. “PAGA Counsel” means Plaintiff Kilgore’s attorneys of Moon Law Group, PC, including Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens, as well as Plaintiff Moore’s attorneys of Manahan O’Dell LLP, including Amanda E. Manahan and Shaheen Anthony Etemadi.
- 1.21. “PAGA Counsel Attorneys’ Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and actual litigation costs, respectively, incurred to prosecute the Actions.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants in California as a non-exempt employee for at least one day during the PAGA Release Period.
- 1.23. “PAGA Notice,” for purposes of the Released PAGA Claims, means Plaintiffs’ consolidated letter pursuant to California Labor Code § 2699.3(a), which Plaintiffs agree to submit online to the LWDA, with certified mail service on Defendants, upon the Parties’ full execution of the Settlement Agreement.
- 1.24. “PAGA Penalties” means the total amount to be paid from the Gross Settlement Amount and distributed as twenty-five percent (25%) to the Aggrieved Employees and seventy-five percent (75%) to the LWDA, as consideration for the Released PAGA Claims.
- 1.25. “PAGA Release Period” means:
- 1.25.1. May 8, 2022 through August 30, 2024 or an earlier date of Defendants’ choosing as set forth in Paragraph 8, as to any of the following Defendant entities: Sunbridge Braswell Enterprises, LLC; 991 Clyde Avenue Opco, LLC; 6740 Wilbur Avenue Opco LLC; NewGen Administrative Services, LLC; Sapphire Operations, LLC; BQ Operations Holdings, LLC; NewGen, LLC; Bold Quail 2, LLC; Meshuga Operations Holdings, LLC; and Bold Quail 3 Operations Holdings, LLC.
- 1.25.2. The later of February 21, 2023 or the date that the named Defendant entity began operating the entity in question, through August 30, 2024 or an earlier date of

1 Defendants' choosing as set forth in Paragraph 8, as to any of the following
2 Defendant entities: 320 North Crawford Avenue Operations LLC; Anaheim Terrace
3 Care Center LLC; Bay Crest Care Center LLC; Devonshire Care Center LLC;
4 Fountain View Subacute & Nrsng Ctr LLC; Montebello Care Center LLC; Rio
5 Hondo Subacute & Nursing Center LLC; SunBridge Brittany Rehabilitation Center;
6 Sunbridge Care Enterprises West LLC; Sunbridge Hallmark Health Services LLC;
7 Sunbridge Meadowbrook Rehabilitation Center LLC; SunBridge Shandin Hills
8 Rehabilitation Center LLC; Sunbridge Stockton Rehabilitation Center; Woodland
9 Care Center LLC; 1030 Warner Avenue I Opco LLC (South Coast Post Acute and
10 Santa Ana Royale TRC); 23228 Madero Opco LLC; Windsor Monterey Care Center
11 LLC; 14766 Washington Avenue Operations LLC; S&F Home Health Opco I LLC;
12 S&F Hospice OPCO I LLC; S&F Market Street Healthcare LLC; Windsor Care
13 Center National City Inc.; Windsor Cheviot Hills LLC; Windsor Country Drive Care
14 Center; Windsor Court Assisted Living LLC; Windsor Cypress Gardens Healthcare
15 LLC; Windsor El Camino Care Center LLC; Windsor Elk Grove Care and Rehab
16 LLC; Windsor Elmhaven Care Center LLC; Windsor Hampton Care Center LLC;
17 Windsor Hayward Estates LLC; Windsor Rosewood Care Center LLC; Windsor
18 Sacramento Estates LLC; Windsor Skyline Care Center LLC; Windsor Terrace
19 Healthcare LLC; Windsor The Ridge Rehabilitation Center; Windsor Vallejo Care
20 Center LLC; Windsor Gardens Convalescent Hospital Inc.; Spring Senior Assisted
21 Living LLC; The Earlwood LLC; and Meshuga 2 Operations Holdings, LLC (aka
22 Sapphire 2 Operations Holdings, LLC).

23 1.25.2.1. However, due to a petition in bankruptcy, *In re: Windsor Terrace*
24 *Healthcare, LLC, et al.*, United States Bankruptcy Court, Central District of
25 California, Case No. 1:23-bk-11200-VK:

26 1.25.2.1.1 The PAGA Release Period shall not start prior to August 23,
27 2023 for each of the following entities: Windsor Terrace Healthcare,
28 LLC; S&F Home Health Opco I, LLC; S&F Hospice Opco I, LLC;

1 S&F Market Street Healthcare, LLC; Windsor Care Center National
2 City, Inc.; Windsor Cheviot Hills, LLC; Windsor Country Drive
3 Care Center, LLC; Windsor Court Assisted Living, LLC; Windsor
4 Cypress Gardens Healthcare, LLC; Windsor El Camino Care Center,
5 LLC; Windsor Elk Grove and Rehabilitation, LLC; Windsor
6 Elmhaven Care Center, LLC; Windsor Gardens Convalescent
7 Hospital, Inc.; Windsor Hampton Care Center, LLC; Windsor
8 Monterey Care Center, LLC; Windsor Rosewood Care Center, LLC;
9 Windsor Skyline Care Center, LLC; Windsor The Ridge
10 Rehabilitation Center, LLC; and Windsor Vallejo Care Center, LLC;
11 and

12 1.25.2.1.2 The PAGA Release Period shall not start prior to September
13 29, 2023 for each of the following entities: Windsor Sacramento
14 Estates, LLC; and Windsor Hayward Estates, LLC.

15 1.26. “Released PAGA Claims” means the claims being released as described below under
16 Paragraph 5 of this Agreement.

17 1.27. “Released Parties” means Defendants and each of their insurers, brands, concepts, affiliates,
18 subsidiaries, parent companies, predecessors, successors, assigns, employees, officers,
19 directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-
20 attorney, and any individual or entity which could be jointly liable with Defendants.

21 1.28. “Settlement” means the disposition of the Actions effected by this Agreement and the
22 Judgment.

23 **2. RECITALS.**

24 2.1. On May 8, 2023, Plaintiff Kilgore commenced his suit by filing a Class Action Complaint
25 against Defendant BQ Operations Holdings, LLC and DOES 1-10, inclusive, alleging the
26 following: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Compensation;
27 (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5)
28 Failure to Indemnify Necessary Business Expenses; (6) Failure to Timely Pay Final Wages

1 at Termination; (7) Failure to Provide Accurate Itemized Wage Statements; and (8) Unfair
2 Business Practices. Also on May 8, 2023, pursuant to California Labor Code § 2699.3, subd. (a),
3 Plaintiff Kilgore submitted a PAGA notice to the LWDA of the alleged Labor Code violations,
4 with certified mail service on Defendant BQ Operations Holdings, LLC, and paid the required
5 filing fee. The LWDA did not provide notice of intent to investigate the allegations. On August
6 17, 2023, Plaintiff Kilgore filed a First Amended Class and Representative Action Complaint to
7 allege a ninth cause of action for civil penalties under PAGA. On October 17, 2023, the Court
8 entered an order dismissing Plaintiff's individual and class allegations, in light of a putative
9 arbitration agreement signed by Plaintiff Kilgore.

10 2.2. On June 12, 2023, pursuant to California Labor Code § 2699.3, subd. (a), Plaintiff Moore
11 submitted a PAGA notice to the LWDA of alleged Labor Code violations, with certified mail
12 service on Defendants 991 Clyde Avenue Opco, LLC, NewGen Administrative Services,
13 LLC, Sapphire Operations, LLC, and NewGen, LLC, and paid the required filing fee. The
14 LWDA did not provide notice of intent to investigate the allegations. On September 6, 2023,
15 Plaintiff Moore commenced her suit by filing a Complaint against Defendants 991 Clyde
16 Avenue Opco, LLC, NewGen Administrative Services, LLC, Sapphire Operations, LLC,
17 NewGen, LLC, and DOES 1-10, inclusive, alleging the following: (1) Discrimination in
18 Violation of Government Code § 12940(a); (2) Harassment in Violation of Government
19 Code § 12940(j)(1); (3) Retaliation in Violation of Government Code § 12940(h) and Labor
20 Code §§ 98.6, 232.5, 246.5, and 1102.5; (4) Failure to Prevent Discrimination, Harassment,
21 and/or Retaliation in Violation of Government Code § 12940(k); (5) Failure to Provide
22 Reasonable Accommodation in Violation of Government Code § 12940(a), (i), (m), (n); (6)
23 Failure to Engage in the Interactive Process in Violation of Government Code §§ 12940(a),
24 (i), (m), (n); (7) CFRA Leave Retaliation in Violation of Government Code §§ 12900, *et*
25 *seq.*; (8) Interference With CFRA Leave in Violation of Government Code §§ 12945.2(t);
26 (9) Intentional Infliction of Emotional Distress; (10) Wrongful Termination of Employment
27 in Violation of Public Policy; (11) Failure to Pay All Wages; (12) Meal Period Violations;
28 (13) Rest Period Violations; (14) Failure to Reimburse Business Expenses; (15) Wage

Statement Violations; (16) Waiting Time Penalties; (17) Failure to Permit Inspection or Copying of Records; (18) Unfair Business Practices; and (19) PAGA Civil Penalties.

2.3. Upon the Parties' full execution of the Settlement Agreement, Plaintiffs agree: (i) to submit the PAGA Notice to the LWDA, with certified mail service on Defendants, which will provide notice of Plaintiffs' consolidated claims; (ii) to file a Second Amended Representative Action Complaint in the above-captioned *Kilgore* matter, which will consolidate Plaintiffs' Actions; and (iii) that Plaintiff Moore will seek dismissal of her suit (Case No. 23STCV21439).

2.4. Defendants expressly deny all allegations, deny any failure to comply with the laws identified in the Actions, and deny any and all liability for the causes of action alleged in the Actions. Plaintiffs maintain their allegations have merit. Nonetheless, the Parties have agreed to settle, in recognition of the substantial risks, duration, and costs associated with continued litigation.

2.5. Pursuant to California Labor Code § 2699.3(a), Plaintiffs gave timely written notice of their allegations against Defendants by online submission of their respective PAGA notices to the LWDA and paying the required filing fee. To date, the LWDA has not sought to investigate the claims or intervene in the Actions.

2.6. On February 21, 2024, the Parties participated in a private mediation presided over by Steven Rottman, Esq., which led to this Agreement to settle the Actions. Although the Parties did not reach a Settlement at mediation, continued negotiations resulted in the Parties executing a Memorandum of Understanding, the material terms of which regarding the Released PAGA Claims are reiterated under this Agreement.

2.7. Prior to mediation, Plaintiffs obtained, through informal, but extensive, discovery, including information sufficient to meaningfully evaluate the claims at issue in the Actions. The discovery included Plaintiffs' personnel file, employee handbooks regarding Defendants' wage and hour policies and practices in effect during the PAGA Release Period, estimated numbers of Aggrieved Employees and PAGA Pay Periods, and a randomized sampling of time and corresponding payroll records for Aggrieved Employees.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by the Escalator Clause stated in
3 Paragraph 8 of this Agreement, Defendants agree to pay \$1,100,000.00 and no more as the
4 Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement
5 Amount prior to the deadline stated below in Paragraph 4.3 of this Agreement. The
6 Administrator will disburse the entire Gross Settlement Amount without asking or requiring
7 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross
8 Settlement Amount will revert to Defendants.

9 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
10 following payments from the Gross Settlement Amount, in the amounts approved and
11 specified by the Court in the Approval Order:

12 3.2.1. To PAGA Counsel. A PAGA Counsel Attorneys' Fees Payment of not more than
13 one-third of the Gross Settlement Amount (which is currently estimated to be
14 \$366,666.67) and a PAGA Counsel Litigation Expenses Payment of not more than
15 \$22,000. Defendants will not oppose requests for these payments, as supported by
16 declarations from PAGA Counsel, and provided that the requests do not exceed these
17 amounts. As part of the motion for approval of this Settlement, Plaintiffs and/or
18 PAGA Counsel will file a motion for PAGA Counsel Attorneys' Fees Payment and
19 PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel
20 Attorneys' Fees Payment and/or a PAGA Counsel Litigation Expenses Payment in
21 amounts that are less than the amounts requested, the Administrator will allocate the
22 remainder to the Net Settlement Amount. The Released Parties shall have no liability
23 to PAGA Counsel, or any other Plaintiffs' Counsel, arising from any claim to any
24 portion of any PAGA Counsel Attorneys' Fees Payment and/or PAGA Counsel
25 Litigation Expenses Payment. The Administrator will pay the PAGA Counsel
26 Attorneys' Fees Payment and PAGA Counsel Expenses Payment using one or more
27 IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes
28 owed on the PAGA Counsel Attorneys' Fees Payment and the PAGA Counsel

Litigation Expenses Payment, and hold Defendants harmless and indemnify Defendants from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator. An Administration Expenses Payment not to exceed \$20,000, except for a showing of good cause and as approved by the Court. To the extent the actual amount of Administration Expenses is less or the Court approves payment of less than \$20,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees. PAGA Penalties are to be paid from the Gross Settlement Amount, after deducting the PAGA Counsel Attorneys' Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. PAGA Penalties shall be allocated as: (i) 75% (estimated to be no less than \$518,500) to the LWDA PAGA Payment; and (ii) 25% (estimated to be no less than \$172,833.33) to Individual PAGA Payments.

3.2.3.1. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., the Net Settlement Amount) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Release 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. Individual PAGA Payments shall be allocated 100% as penalties for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, which will be issued to Aggrieved Employees with distribution of their Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of their records, Defendants estimate that as of April 8, 2024, there are 7,424 Aggrieved Employees who worked a cumulative

total of 120,810 PAGA Pay Periods during the PAGA Release Period.

4.2. Aggrieved Employee Data. Within twenty-one (21) calendar days of the Approval Order, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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. The Aggrieved Employee Data shall not be shared with either Plaintiffs or PAGA Counsel unless expressly approved by Defendants and Defense Counsel, or if a Settlement Group Member requests that their personal data be shared with PAGA Counsel. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover the Aggrieved Employee Data omitted employee identifying information, and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their respective 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. Defendants shall fully fund the Gross Settlement Amount, and any increase owed pursuant to the Escalator Clause provided in Paragraph 8 of the Agreement, by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fully fund 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 Attorneys' Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Attorneys' Fees Payment, and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual

PAGA Payments or the LWDA PAGA Payment. Disbursement of Individual PAGA Payments shall be accompanied by the Employee Notice.

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 “Void Date”). The Administrator will cancel all checks not cashed by the Void Date. Before mailing any checks, the Administrator must update each Aggrieved Employee’s mailing address using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or otherwise to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. If requested by an Aggrieved Employee prior to the Void Date, the Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced.

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 California State Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee who failed to cash their check prior to the Void Date.

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

1 **5. RELEASES OF CLAIMS.**

2 Upon the Court’s Approval Order and Defendants’ full funding of the Gross Settlement Amount,
3 and any increase owed pursuant to the Escalator Clause provided in Paragraph 8 of the Agreement, the
4 Settlement shall be effective as a full and final accord and satisfaction and settlement of, and as a bar to, the
5 Released PAGA Claims against the Released Parties by Plaintiffs, on behalf of themselves and their respective
6 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
7 Aggrieved Employees they seek to represent, the LWDA, and the State of California.

8 5.1. Released PAGA Claims. All PAGA claims alleged, or that could have reasonably been
9 alleged arising out of the facts stated, in Plaintiffs’ letter to the LWDA and Plaintiffs’
10 Operative Complaint, including PAGA claims that occurred during the relevant PAGA
11 Release Period for: (1) failure to provide accurate itemized wage statements; (2) failure to
12 properly record and provide legally required meal periods; (3) failure to properly record and
13 provide legally required rest periods; (4) failure to pay all wages owed, including minimum
14 wages; (5) failure to pay overtime wages (including failing to pay overtime at the correct
15 regular rate of pay); (6) failure to provide or properly calculate paid sick leave; (7) failure to
16 reimburse employees for all required expenses; (8) failure to pay all wages when due during
17 employment and upon termination; and (9) failure to maintain proper records, including time
18 and payroll records.

19 5.2. No Opt Out. There is no statutory right for any Aggrieved Employee to object, opt out, or
20 otherwise exclude himself or herself from the Settlement. Further, there is no right or
21 opportunity for any Aggrieved Employee, with the exception of Plaintiffs, to appeal the
22 approval of the Settlement by the Court.

23 **6. MOTION FOR APPROVAL OF SETTLEMENT.**

24 The Parties will jointly prepare and file a motion for approval of this Settlement.

25 6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
26 documents necessary for obtaining approval of this Settlement under California Labor Code
27 § 2699, subd. (l)(2), including: (i) a draft [proposed] Approval Order; (ii) a signed declaration
28 from the Administrator attaching its “not to exceed” bid for administering the Settlement

1 and attesting to its willingness to serve, competency, operative procedures for protecting the
2 security of Aggrieved Employee Data, amounts of insurance coverage for any data breach,
3 defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts
4 of interest with Aggrieved Employees or the LWDA, and the nature and extent of any
5 financial relationship with the Parties, PAGA Counsel, or Defense Counsel; and (iii) a signed
6 declaration from PAGA Counsel attesting to timely transmission to the LWDA of all
7 necessary PAGA documents (i.e., the PAGA Notice and Plaintiffs' initial PAGA notices
8 [Cal. Lab. Code § 2699.3(a)], Plaintiffs' respective first complaints alleging a PAGA cause
9 of action [Cal. Lab. Code § 2699(l)(1)], and this Agreement [Cal. Lab. Code § 2699(l)(2)]),
10 and attesting to all facts relevant to any actual or potential conflict of interest with Aggrieved
11 Employees and/or the Administrator.

12 6.2. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously
13 finalizing and filing the application or motion for approval of this Settlement and, if
14 necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate
15 in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval
16 Order to the Administrator.

17 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or
18 motion for approval of this Settlement and/or the supporting declarations and documents,
19 PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
20 Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.
21 If the Court does not grant the motion for approval of this Settlement or conditions its
22 approval on any material change to this Agreement, PAGA Counsel and Defense Counsel
23 will expeditiously work together on behalf of the Parties by meeting in person or by
24 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
25 concerns.

26 6.4. Confidentiality of Settlement. The Parties agree to keep the Settlement and this Agreement
27 confidential until an application or motion for approval of this Settlement is filed. This
28 Paragraph shall not restrict PAGA Counsel's communications with Aggrieved Employees

in accordance with any ethical obligations PAGA Counsel owe to Aggrieved Employees.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their respective 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 will use, its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 § 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.

Based on a review of their records, Defendants estimate that, as of April 8, 2024, there is a cumulative total of approximately 120,810 PAGA Pay Periods during the PAGA Release Periods. If the number of PAGA Pay Periods exceeds 120,810 by more than 10% (i.e., more than 132,891), Defendants shall increase the Gross Settlement Amount by a proportionate percentage (i.e., if the PAGA Pay Periods increased by 12%, the Gross Settlement Amount would increase by 2%). In the alternative, Defendants may elect to shorten the PAGA Release Periods such that the total number of PAGA Pay Periods does not exceed 132,891. Defendants shall make this election in advance of the PAGA Settlement approval hearing, so that the PAGA Release Periods will be known by the time of hearing.

9. CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL.

9.1. Continuing Jurisdiction of the Court. The Parties agree that pursuant to California Code of

Civil Procedure § 664.6, following the Approval Order and entry of Judgment, the Court shall retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Attorneys' Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from 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 a third party appeals from Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and 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 Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve the Settlement, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their respective counsel, this

1 Agreement, together with its Exhibit A, shall constitute the entire agreement between the
2 Parties relating to the PAGA Settlement, superseding any and all oral representations,
3 warranties, covenants, or inducements made to or by any Party pertaining to the PAGA
4 Settlement.

5 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
6 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
7 appropriate action required or permitted to be taken by such Parties pursuant to this
8 Agreement and the Settlement to effectuate its terms, and to execute any other documents
9 reasonably required to effectuate the terms of this Agreement, including any amendments to
10 this Agreement.

11 10.4. Cooperation. The Parties and their respective counsel will cooperate with each other and
12 use their best efforts, expeditiously and in good faith, to implement the Settlement by, among
13 other things, modifying this Agreement and/or submitting supplemental evidence and
14 supplemental points and authorities as requested by the Court. In the event the Parties are
15 unable to agree upon the form or content of any document necessary to implement the
16 Settlement, or on any modification of the Agreement that may become necessary to
17 implement the Settlement, the Parties will seek the assistance of mediator Steven Rottman
18 and/or the Court for resolution.

19 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity any portion of any liability, claim, demand, action, cause
22 of action, or right released and discharged by the Party in this Settlement.

23 10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
25 relied upon as such within the meaning of United States Treasury Department Circular 230
26 (31 CFR Part 10, as amended) or otherwise.

27 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
28 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, together with its Exhibit A, 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. Plaintiffs and PAGA Counsel agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Plaintiffs' attorneys agree not to publicize or post any information identifying Defendants by name about the Settlement on social media or their firms' websites (PAGA Counsel may report the result using generic language such as "Nursing Facilities"). To the extent permitted by law, all agreements made, and orders entered during the Actions 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 California Evidence Code § 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defense Counsel 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 Administrator discharges its obligation to distribute all Settlement funds, but only following the Administrator's payment of all funds owed under the Settlement, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defense Counsel.

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.

1 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
2 to calendar days. In the event any date or deadline set forth in this Agreement falls on a
3 weekend or federal legal holiday, such date or deadline shall be on the first business day
4 thereafter.

5 10.15. Notice. All notices, demands, or other communications between the Parties in connection
6 with this Agreement will be in writing and deemed to have been duly given as of the third
7 business day after mailing by USPS mail, or the day sent by email or messenger, addressed
8 as follows:

9 To Plaintiffs:

10 Kane Moon (E-mail: kmoon@moonlawgroup.com)
11 Allen Feghali (E-mail: afeghali@moonlawgroup.com)
12 Charlotte Mikat-Stevens (E-mail: cmikat-stevens@moonlawgroup.com)
13 MOON LAW GROUP, PC
14 725 S. Figueroa St., 31st Floor
15 Los Angeles, California 90017

16 Amanda E. Manahan (E-mail: amanahan@manahanodell.com)
17 Shaheen Anthony Etemadi (E-mail: setemadi@manahanodell.com)
18 MANAHAN O’DELL LLP
19 4600 La Jolla Village Dr., Suite 100
20 San Diego, California 92122

21 To Defendants:

22 Tim L. Johnson (E-mail: tim.johnson@ogletree.com)
23 Jesse C. Ferrantella (E-mail: jesse.ferrantella@ogletree.com)
24 OGLETREE, DEAKINS, NASH, SMOAK & STREWART, P.C.
25 4660 La Jolla Village Drive, Suite 900
26 San Diego, California 92122

27 10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts
28 by facsimile, electronically (i.e., AdobeSign, 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 Settlement. The Parties further agree that

upon the signing of this Agreement, pursuant to California Code of Civil Procedure § 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

IT IS AGREED AND UNDERSTOOD BY:

Plaintiffs:

Dated: 11/20/24

By: 
Jeffrey Adam Kilgore

Dated:

By: _____
Haley Moore

Defendants:

Dated: DEFENDANT Sunbridge Braswell Enterprises, LLC

By: _____

Name: _____

Title: _____

Dated: DEFENDANT 991 Clyde Avenue Opco, LLC

By: _____

Name: _____

Title: _____

Dated: DEFENDANT 6740 Wilbur Avenue Opco LLC

By: _____

Name: _____

Title: _____

Dated: DEFENDANT 320 North Crawford Avenue Operations LLC

upon the signing of this Agreement, pursuant to California Code of Civil Procedure § 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

IT IS AGREED AND UNDERSTOOD BY:

Plaintiffs:

Dated: By: _____
Jeffrey Adam Kilgore

Dated: 20/11/2024 By:  _____
Haley Moore

Defendants:

Dated: DEFENDANT Sunbridge Braswell Enterprises, LLC

By: _____

Name: _____

Title: _____

Dated: DEFENDANT 991 Clyde Avenue Opco, LLC

By: _____

Name: _____

Title: _____

Dated: DEFENDANT 6740 Wilbur Avenue Opco LLC

By: _____

Name: _____

Title: _____

Dated: DEFENDANT 320 North Crawford Avenue Operations LLC

upon the signing of this Agreement, pursuant to California Code of Civil Procedure § 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

IT IS AGREED AND UNDERSTOOD BY:

Plaintiffs:

Dated: By: _____
Jeffrey Adam Kilgore

Dated: By: _____
Haley Moore

Defendants:

Dated: November 22, 2024 DEFENDANT Sunbridge Braswell Enterprises, LLC

By: _____


Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024 DEFENDANT 991 Clyde Avenue Opco, LLC

By: _____


Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024 DEFENDANT 6740 Wilbur Avenue Opco LLC

By: _____


Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024 DEFENDANT 320 North Crawford Avenue Operations LLC

By: _____

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Anaheim Terrace Care Center LLC

By: _____

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Bay Crest Care Center LLC

By: _____

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Devonshire Care Center LLC

By: _____

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Fountain View Subacute & Nrsng Ctr LLC

By: _____

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Montebello Care Center LLC

By: _____

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Rio Hondo Subacute & Nursing Center LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT SunBridge Brittany Rehabilitation Center

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Sunbridge Care Enterprises West LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Sunbridge Hallmark Health Services LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Sunbridge Meadowbrook Rehabilitation Center LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

1
2 Dated: November 22, 2024

DEFENDANT SunBridge Shandin Hills Rehabilitation
Center LLC

3
4 By: 

5 Name: Daniel S. Klein, Esq.

6 Title: General Counsel

7
8 Dated: November 22, 2024

DEFENDANT Sunbridge Stockton Rehabilitation Center

9 By: 

10 Name: Daniel S. Klein, Esq.

11 Title: General Counsel

12
13 Dated: November 22, 2024

DEFENDANT Woodland Care Center LLC

14 By: 

15 Name: Daniel S. Klein, Esq.

16 Title: General Counsel

17
18 Dated: November 22, 2024

DEFENDANT 1030 Warner Avenue I Opco LLC (South
Coast Post Acute and Santa Ana Royale TRC)

19 By: 

20 Name: Daniel S. Klein, Esq.

21 Title: General Counsel

22
23 Dated: November 22, 2024

DEFENDANT 23228 Madero Opco LLC

24 By: 

25 Name: Daniel S. Klein, Esq.

26 Title: General Counsel

1 Dated: November 22, 2024

DEFENDANT Windsor Monterey Care Center LLC

2 By:  _____

3 Name: Daniel S. Klein, Esq.

4 Title: General Counsel

5
6 Dated: November 22, 2024

DEFENDANT 14766 Washington Avenue Operations LLC

7 By:  _____

8 Name: Daniel S. Klein, Esq.

9 Title: General Counsel

10
11 Dated: November 22, 2024

DEFENDANT S&F Home Health Opco I LLC

12 By:  _____

13 Name: Daniel S. Klein, Esq.

14 Title: General Counsel

15
16 Dated: November 22, 2024

DEFENDANT S&F Hospice OPCO I LLC

17 By:  _____

18 Name: Daniel S. Klein, Esq.

19 Title: General Counsel

20
21 Dated: November 22, 2024

DEFENDANT S&F Market Street Healthcare LLC

22 By:  _____

23 Name: Daniel S. Klein, Esq.

24 Title: General Counsel

25
26 Dated: November 22, 2024

DEFENDANT Windsor Care Center National City Inc.

27
28 By: _____



Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor Cheviot Hills LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor Country Drive Care Center

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor Court Assisted Living LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor Cypress Gardens Healthcare LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor El Camino Care Center LLC

By: 

Name: Daniel S. Klein, Esq.

1 Title: General Counsel

2 Dated: November 22, 2024

DEFENDANT Windsor Elk Grove Care and Rehab LLC

3
4 By: 

5 Name: Daniel S. Klein, Esq.

6 Title: General Counsel

7 Dated: November 22, 2024

DEFENDANT Windsor Elmhaven Care Center LLC

8
9 By: 

10 Name: Daniel S. Klein, Esq.

11 Title: General Counsel

12 Dated: November 22, 2024

DEFENDANT Windsor Hampton Care Center LLC

13
14 By: 

15 Name: Daniel S. Klein, Esq.

16 Title: General Counsel

17 Dated: November 22, 2024

DEFENDANT Windsor Hayward Estates LLC

18
19 By: 

20 Name: Daniel S. Klein, Esq.

21 Title: General Counsel

22 Dated: November 22, 2024

DEFENDANT Windsor Rosewood Care Center LLC

23
24 By: 

25 Name: Daniel S. Klein, Esq.

26 Title: General Counsel

27 Dated: November 22, 2024

DEFENDANT Windsor Sacramento Estates LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor Skyline Care Center LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor Terrace Healthcare LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor The Ridge Rehabilitation Center

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor Vallejo Care Center LLC

By: 

Name: Daniel S. Klein, Esq.

Title: General Counsel

Dated: November 22, 2024

DEFENDANT Windsor Gardens Convalescent Hospital Inc.

By: 

1 Name: Daniel S. Klein, Esq.

2 Title: General Counsel

3 Dated: November 22, 2024

4 DEFENDANT Spring Senior Assisted Living LLC

5 By: _____

6 Name: Daniel S. Klein, Esq.

7 Title: General Counsel

8
9 Dated: November 22, 2024

10 DEFENDANT The Earlwood LLC

11 By: _____

12 Name: Daniel S. Klein, Esq.

13 Title: General Counsel

14
15 Dated: November 22, 2024

16 DEFENDANT NewGen Administrative Services, LLC

17 By: _____

18 Name: Daniel S. Klein, Esq.

19 Title: General Counsel

20 Dated: November 22, 2024

21 DEFENDANT Sapphire Operations, LLC

22 By: _____

23 Name: Daniel S. Klein, Esq.

24 Title: General Counsel

25 Dated: November 22, 2024

26 DEFENDANT BQ Operations Holdings LLC

27 By: _____

28 Name: Daniel S. Klein, Esq.

1 Title: General Counsel

2 Dated: November 22, 2024

DEFENDANT NewGen, LLC

3
4 By: 

5 Name: Daniel S. Klein, Esq.

6 Title: General Counsel

7 Dated: November 22, 2024

DEFENDANT Bold Quail 2, LLC

8
9 By: 

10 Name: Daniel S. Klein, Esq.

11 Title: General Counsel

12 Dated: November 22, 2024

DEFENDANT Meshuga Operations Holdings, LLC

13
14 By: 

15 Name: Daniel S. Klein, Esq.

16 Title: General Counsel

17 Dated: November 22, 2024

DEFENDANT Meshuga 2 Operations Holdings, LLC (aka
Sapphire 2 Operations Holdings, LLC)

18
19 By: 

20 Name: Daniel S. Klein, Esq.

21 Title: General Counsel

22
23 Dated: November 22, 2024

DEFENDANT Bold Quail 3 Operations Holdings, LLC

24
25 By: 

26 Name: Daniel S. Klein, Esq.

27 Title: General Counsel

1 **APPROVED AS TO FORM BY:**

2 **Plaintiffs' Counsel:**

3 Dated: MOON LAW GROUP, PC

4 By: _____

5 Kane Moon
6 Allen Feghali
7 Charlotte Mikat-Stevens

8 *Attorneys for Plaintiff Jeffrey Adam Kilgore*

9 Dated: MANAHAN O'DELL LLP

10 By: _____

11 Amanda E. Manahan
12 Shaheen Anthony Etemadi

13 *Attorneys for Plaintiff Haley Moore*

14 **Defense Counsel:**

15 Dated: November 25, 2024

16 OGLETREE, DEAKINS, NASH, SMOAK &
17 STREWARD, P.C.

18 By: _____

19 Tim L. Johnson
20 Jesse C. Ferrantella

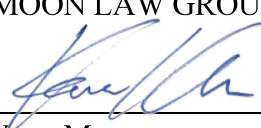
21 *Attorneys for Defendants*

1 **APPROVED AS TO FORM BY:**

2 **Plaintiffs' Counsel:**

3 Dated: November 20, 2024

MOON LAW GROUP, PC

4
5 By: 

Kane Moon
Allen Feghali
Charlotte Mikat-Stevens

7 *Attorneys for Plaintiff Jeffrey Adam Kilgore*

8
9 Dated:

MANAHAN O'DELL LLP

10 By: _____

Amanda E. Manahan
Shaheen Anthony Etemadi

12 *Attorneys for Plaintiff Haley Moore*

13 **Defense Counsel:**

14 Dated:

OGLETREE, DEAKINS, NASH, SMOAK &
STREWARD, P.C.

16 By: _____

17 Tim L. Johnson
Jesse C. Ferrantella

18 *Attorneys for Defendants*

1 **APPROVED AS TO FORM BY:**

2 **Plaintiffs' Counsel:**

3 Dated: MOON LAW GROUP, PC

4 By: _____

5 Kane Moon
6 Allen Feghali
7 Charlotte Mikat-Stevens

8 *Attorneys for Plaintiff Jeffrey Adam Kilgore*

9 Dated: 20/11/2024

MANAHAN O'DELL LLP

10 By: *Shaheen Etemadi*
Shaheen Etemadi (Nov 20, 2024 16:13 PST)

11 Amanda E. Manahan
12 Shaheen Anthony Etemadi

13 *Attorneys for Plaintiff Haley Moore*

14 **Defense Counsel:**

15 Dated: OGLETREE, DEAKINS, NASH, SMOAK &
16 STREWARD, P.C.

17 By: _____

18 Tim L. Johnson
19 Jesse C. Ferrantella

20 *Attorneys for Defendants*