

## **PAGA SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement (“Settlement”) of claims brought under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”), is made and entered into between Plaintiffs Lillian Davenport, Destiny Hernandez, Artin Torossian, Griselda Garcia, and Jalisa Monique Blake (collectively, “Plaintiffs”), acting in their capacity as a private attorneys general, and Defendants Emeritus Corporation; Brea Emeritus LLC; Emeritus Properties XVI, Inc.; Brookdale Senior Living Communities, Inc.; Brookdale Employee Services, LLC; Brookdale Employee Services – Corporate, LLC; Brookdale Liberty, LLC; Brookdale Management of California, LLC; Brookdale Chancellor, Inc.; Brookdale Gardens, Inc.; Brookdale Living Communities, Inc.; Brookdale Wellington, Inc.; Brookdale Operations, LLC; Brookdale Vehicle Holding, LLC; Brookdale Provident Management, LLC; Summerville at Heritage Place, LLC; Summerville at Barrington Court LLC; Summerville at Fairwood Manor, LLC; Summerville at Cobbco, Inc.; Summerville at Roseville Gardens LLC; Summerville at Harden Ranch, LLC; Summerville at Atherton Court LLC; BKD Twenty-One Propco, Inc.; BKD Twenty- One Opco, Inc.; BKD Twenty-One Management Company; BKD Gardens-Tarzana Propco, LLC; BKD Personal Assistance Services, LLC; BKD Corona LLC; BKD Kettleman Lane LLC; BKD Cortona Park, LLC; BKD Folsom LLC; BKD Lodi, LLC; BKD FM7 Holdco CA, LLC; BKD Arbors of Santa Rosa, LLC; and Brea Citrus Heights, LLC (collectively, “Defendants”).

On September 13, 2023, Plaintiff Lillian Davenport filed a representative complaint in the Superior Court of California, for the County of San Joaquin, titled *Lillian Davenport v. Brookdale Senior Living Communities, Inc., et al.*, Case No. STK-CV-UOE-2023-9791 (the “*Davenport Action*”), alleging the following: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to authorize and permit rest breaks; (v) failure to reimburse business expenses; (vi) failure to provide accurate itemized wage statements; (vii) failure to pay wages timely during employment; violation of Business and Professions Code §§17200, *et seq.*; and (ix) enforcement of PAGA.

On December 18, 2023, Plaintiff Destiny Hernandez filed a representative complaint in the Superior Court of California, for the County of Santa Clara, titled *Destiny Hernandez v. Emeritus Corporation, et al.*, Case No. 23CV427931 (the “*Hernandez Action*”), seeking civil penalties pursuant to PAGA.

On January 5, 2024, Plaintiff Artin Torossian filed an individual and representative complaint in the Superior Court of California, for the County of Los Angeles, titled *Artin Torossian v. Brookdale Employee Services, LLC, et al.*, Case No. 24STCV00323 (the “*Torossian Action*”), alleging the following: (i) failure to compensate for all hours worked; (ii) failure to pay minimum wages; (iii) failure to pay overtime; (iv) failure to provide accurate itemized wage statements; (v) failure to pay wages owed every pay period; (vi) failure to authorize rest breaks; (vii) failure to provide meal breaks; (viii) failure to reimburse business expenses; (ix) failure to pay all wages due upon separation of employment; (x) enforcement of PAGA; (xi) failure to provide personnel file; (xii) failure to provide pay records; and (xiii) violation of Business & Professions Code §§ 17200, *et seq.*

On January 9, 2024, Plaintiff Griselda Garcia filed a class action complaint in the Superior Court of California, for the County of Riverside, titled *Griselda Garcia v. Emeritus Corporation, et al.*, Case No. CVRI2400128 (the “*Garcia Action*”), alleging the following: (i) failure to pay

overtime wages; (ii) failure to provide to provide compliant meal periods; (iii) failure to authorize and permit rest periods; (iv) failure to reimburse business expenses; (v) failure to furnish accurate, itemized wage statements; (vi) failure to pay all wages due upon separation of employment; and (vii) violation of Business and Professions Code §§17200, *et seq.* On April 12, 2024, after Plaintiff Garcia exhausted her administrative remedies with the LWDA, Plaintiff Garcia filed a First Amended Class and Representative Action Complaint, adding an eighth cause of action for civil penalties under PAGA premised upon the same underlying Labor Code violations. On April 30, 2024, the court dismissed Plaintiff Garcia's individual and class claims against Defendants without prejudice, and retained Plaintiff Garcia's representative claims against Defendants under PAGA.

On February 6, 2024, Plaintiff Jalisa Monique Blake filed a representative complaint in the Superior Court of California, for the County of Sacramento, titled *Jalisa Monique Blake v. Brea Citrus Heights LLC, et al.*, Case No. 24CV002189 (the "*Blake Action*"), seeking civil penalties pursuant to PAGA.

As a material term of this Settlement, the Parties agree that Plaintiff Lillian Davenport will file a First Amended Complaint ("FAC") in the *Davenport Action*, adding Plaintiffs Destiny Hernandez, Artin Torossian, Griselda Garcia, and Jalisa Monique Blake as named plaintiffs in the *Davenport Action*, consolidating all causes of action and factual allegations in the *Hernandez Action*, *Torossian Action*, *Garcia Action*, and *Blake Action* into the *Davenport Action*, and consolidating all claims under the PAGA based on the facts alleged in Plaintiff Davenport's June 29, 2023 PAGA Notice to the LWDA, Plaintiff Hernandez's October 13, 2023 PAGA Notice to the LWDA, Plaintiff Torossian's October 31, 2023 PAGA Notice to the LWDA, Plaintiff Garcia's January 9, 2024 PAGA Notice to the LWDA, and Plaintiff Blake's November 15, 2023 PAGA Notice to the LWDA into the *Davenport Action*. Following the filing of the FAC, Plaintiffs Hernandez, Torossian, Garcia, and Blake will dismiss their respective separately filed actions, without prejudice as to any and all PAGA representative claims alleged therein.

## **I. DEFINITIONS**

The following terms, when used in this Settlement, will have the following meanings:

1. "Actions" means the lawsuits entitled *Lillian Davenport v. Brookdale Senior Living Communities, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-9791, *Destiny Hernandez v. Emeritus Corporation*, Santa Clara County Superior Court, Case. No. 23CV427931, *Artin Torossian v. Brookdale Employee Services, LLC*, Los Angeles County Superior Court, Case. No. 24STCV00323, *Griselda Garcia v. Emeritus Corporation*, Riverside County Superior Court, Case No. CVRI2400128, and *Jalisa Monique Blake v. Brea Citrus Heights LLC*, Sacramento County Superior Court, Case Nos. 23CV011755 and 24CV002189.

2. "PAGA Aggrieved Employees" means: all of Defendants' current and former non-exempt employees in California who worked at any time during the PAGA Period (July 7, 2022 to the date the court approves this Settlement).

3. "Defendants" means Emeritus Corporation, LLC, Brookdale Senior Living Communities, Inc., Brea Emeritus LLC; Emeritus Properties XVI, Inc.; Brookdale Senior Living Communities, Inc.; Brookdale Employee Services, LLC; Brookdale Employee Services – Corporate, LLC; Brookdale Liberty, LLC; Brookdale Management of California, LLC; Brookdale

Chancellor, Inc.; Brookdale Gardens, Inc.; Brookdale Living Communities, Inc.; Brookdale Wellington, Inc.; Brookdale Operations, LLC; Brookdale Vehicle Holding, LLC; Brookdale Provident Management, LLC; Summerville at Heritage Place, LLC; Summerville at Barrington Court LLC; Summerville at Fairwood Manor, LLC; Summerville at Cobbco, Inc.; Summerville at Roseville Gardens LLC; Summerville at Harden Ranch, LLC; Summerville at Atherton Court LLC; BKD Twenty-One Propco, Inc.; BKD Twenty-One Opco, Inc.; BKD Twenty-One Management Company; BKD Gardens-Tarzana Propco, LLC; BKD Personal Assistance Services, LLC; BKD Corona LLC; BKD Kettleman Lane LLC; BKD Cortona Park, LLC; BKD Folsom LLC; BKD Lodi, LLC; BKD FM7 Holdco CA, LLC; BKD Arbors of Santa Rosa, LLC, and Brea Citrus Heights LLC.

The term “Defendants” as used herein excludes the entities named in *Hernandez* as Brookdale Living Communities of California, LLC and Brookdale Living Communities of California-San Marcos. These aforementioned entities will be dismissed without prejudice within ten (10) business days of execution of this Agreement.

4. “Court” means the Superior Court of California for the County of San Joaquin.
5. “Effective Date” means the date on which the Court signs an Order approving this PAGA Settlement.
6. “Individual Settlement Payment” means the amount to be paid to each PAGA Aggrieved Employee based on the formula described herein.
7. “LWDA” means the California Labor and Workforce Development Agency.
8. “Maximum Settlement Amount” is the non-reversionary sum of Two Million Five Hundred Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$2,537,500.00), which includes payments to all PAGA Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorney’s fees and costs, payment of Plaintiffs’ representative enhancement payments, and payment to the Settlement Administrator for administration costs. Except as provided in Paragraph II.3 herein, in no event shall Defendants be liable for the payment of any amounts exceeding the Maximum Settlement Amount.
9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and PAGA Aggrieved Employees after the following amounts (subject to Court approval) are deducted from the Maximum Settlement Amount: (a) Plaintiffs’ attorneys’ fees of up to one-third of the Maximum Settlement Amount, or \$845,833.33; (b) Plaintiffs’ reasonable verified litigation costs in an amount not to exceed \$50,000.00; (c) Plaintiffs’ representative enhancement payments of \$5,000.00 each, for a total of \$25,000.00; and (d) reasonable third-party administration costs up to \$21,995.00.
10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*
11. “PAGA Period” means the time period from July 7, 2022 through the date the court approves this PAGA Settlement.

12. "PAGA Released Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints of the Actions and Plaintiffs' PAGA Notices including, e.g., (1) failure to pay all statutory and minimum wages; (2) failure to properly calculate and pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to pay all wages due upon separation of employment; (6) failure to furnish accurately itemized wage statements; (7) failure to reimburse business expenses; (8) failure to maintain payroll records; (9) unlawful deductions; (10) failure to pay all vested vacation time; (11) failure to properly calculate and pay all sick pay; (12) failure to provide one day's rest in seven; (13) failure to provide suitable seating; (14) failure to pay reporting time pay; (15) failure to pay split shift premiums; (16) failure to provide sufficient toilet facilities; (17) failure to provide written notice of material employment information; (18) failure to timely notify employees of potential COVID-19 exposure; (19) requiring employees to patronize Defendants' business in the purchase of anything of value; (20) failure to provide personnel file; (21) failure to provide pay records; (22) failure to provide suitable resting facilities; (23) unlawful agreements; (24) unlawful financial and criminal history inquiries; (25) failure to provide a safe and healthful workplace; (26) refusal to make payment; (27) implementation of unlawful labor conditions; and (28) failure to provide final paychecks at the location of discharge or where work was last performed, that arose during the PAGA Period. PAGA Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. PAGA Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

13. "Parties" means Plaintiffs and Defendants.

14. "Plaintiffs" means Lillian Davenport, Destiny Hernandez, Artin Torossian, Griselda Garcia, and Jalisa Monique Blake.

15. "Plaintiffs' Counsel" means Crosner Legal, P.C., Capstone Law APC, Messrelian Law Inc., Haines Law Group, APC, and Bibiyan Law Group, P.C.

16. "Settlement Administrator" means Phoenix Class Action Administration Solutions.

## **II. OPERATIVE TERMS OF SETTLEMENT**

The Parties agree as follows:

1. **Non-Admission of Liability or Representative Manageability for Other Purposes.** Nothing in this Settlement will be construed to be an admission by Defendants of any liability or wrongdoing as to Plaintiffs, PAGA Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability.

2. **Maximum Settlement Amount.** Defendants will pay \$2,537,500.00 as the non-reversionary Maximum Settlement Amount. The Maximum Settlement Amount will be deposited with the Settlement Administrator within thirty (30) calendar days after the Effective Date.

3. **Representation as to Number of Pay Periods.** Defendants represent that the approximately 5,840 PAGA Aggrieved Employees worked approximately 143,786 aggregate pay periods during the PAGA Period. If the actual number of Pay Periods worked by all PAGA Aggrieved Employees during the PAGA Period is ultimately determined to exceed 165,353, then the Maximum Settlement Amount shall be increased by a pro rata amount for each additional pay period over 165,353 pay periods. However, Defendants have the right to shorten the PAGA Period in lieu of increasing the Maximum Settlement Amount.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be deducted from the Maximum Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and PAGA Aggrieved Employees. Should the Court award a payment less than the amounts set forth herein, it will not affect the validity of the Agreement:

- a. **Plaintiffs' Attorney's Fees and Costs.** Defendants will not oppose Plaintiffs' request for attorneys' fees in the amount of up to one-third of the Maximum Settlement Amount (\$845,833.33) and actual costs incurred in prosecuting the Actions, up to \$50,000.00 as supported by declaration. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on an IRS Form 1099-MISC issued to Plaintiffs' Counsel.
- b. **Plaintiffs' Representative Enhancement Payments.** Defendants will not oppose Plaintiffs' request for representative enhancement payments in the amount of \$5,000.00 each, for a total of \$25,000.00, for their service to the State of California and the PAGA Aggrieved Employees. In the event the Court approves payments of less than the requested amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Forms 1099-MISC issued to Plaintiffs.
- c. **Administration Costs.** Defendants will not oppose the Settlement Administrator's costs in the amount up to \$21,995.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report this payment on an IRS Form 1099-MISC issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount will be distributed Seventy-Five Percent (75%) to the LWDA and Twenty-Five Percent (25%) to the PAGA Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to PAGA Aggrieved Employees will be allocated to the PAGA Aggrieved Employees as follows: To determine an Aggrieved Employee's Individual PAGA Payment, the 25% of the PAGA Penalties payable to Aggrieved Employees will be divided by the total pay periods worked by all Aggrieved Employees during the PAGA Period, multiplied by the number of pay periods worked by that individual Aggrieved Employee. All Aggrieved Employees will be entitled to payment for at least one pay period. The Individual Settlement Payments will be allocated as 100% penalties and will be reported on IRS Form 1099.

6. **PAGA Released Claims.** In consideration for the payments awarded pursuant to the terms of this Settlement, Plaintiffs, in their capacity as a private attorney general, acting on behalf of themselves, the State of California, and the PAGA Aggrieved Employees, agree that upon the date that Defendants deposit the entire Maximum Settlement Amount with the Settlement Administrator, Plaintiffs, the LWDA, and the PAGA Aggrieved Employees will release and discharge Defendants, together with any of their respective predecessors, current and former parents, subsidiaries, and affiliated entities and, with respect to each such entity, each of their respective officers, directors, employees, shareholders, owners, members, contractors, landlords, joint venturers, partners, insurers, brokers, attorneys, representatives, agents, successors, and assigns (the “Released Parties”) from any and all liability for the PAGA Released Claims to the fullest extent permitted by law.

7. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs will submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering an order as set forth herein.

### **III. ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Phoenix Class Action Administration Solutions to handle the administration of this Settlement.

2. **Provision of Information for PAGA Aggrieved Employees.** Within ten (10) business days after the Court’s signing of the settlement approval order, Defendants will provide the Settlement Administrator with information for the PAGA Aggrieved Employees. Defendants will, in good faith, compile from their records a list of PAGA Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and will include each PAGA Aggrieved Employee’s full name, last known mailing address, last known telephone number, Social Security numbers, and pay period information. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access will be limited to those with a need to use the list as part of the administration of the Settlement.

Within ten (10) business days of receiving the PAGA Aggrieved Employees’ information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each PAGA Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator will also determine whether the Escalator Clause in Paragraph II.3 has been triggered. The Settlement Administrator will obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments.** Within five (5) business days of receiving the PAGA Aggrieved Employees’ information from Defendants, pursuant to Paragraph III.2, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Aggrieved Employees’ addresses.

Within ten (10) business days of Defendants' deposit of the Maximum Settlement Amount, and after receiving approval from all counsel for the Parties pursuant to Paragraph III.2, the Settlement Administrator will mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English only, along with the Individual Settlement Payments to all PAGA Aggrieved Employees via First-Class U.S. Mail.

Each Individual Settlement Payment will be deemed 100% penalties and reported using an IRS Form 1099-MISC. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any funds from checks that are not negotiated within one hundred eighty (180) days of mailing to an PAGA Aggrieved Employee shall be transferred to the California State Controller's Office for Unclaimed Property in the name of each PAGA Aggrieved Employee who failed to cash a Settlement Payment check prior to the void date, unless otherwise ordered by the Court.

4. **Undeliverable Letters.** The Settlement Administrator will exercise its best judgment to determine the current mailing address for each PAGA Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a re-mailing.

Defendants fully discharge their obligations to those PAGA Aggrieved Employees to whom they will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Aggrieved Employees. PAGA Aggrieved Employees will not have any right to opt-out or object to this Settlement.

5. **Payment of Remainder.** Within ten (10) business days of Defendants' deposit of the Maximum Settlement Amount, and after receiving approval from all counsel for the Parties pursuant to Paragraph III.2, the Settlement Administrator will issue the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiffs' Counsel; (3) Court-approved representative enhancement payments to Plaintiffs; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Paragraph III.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099-MISC issued to each PAGA Aggrieved Employee. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

#### **IV. MISCELLANEOUS PROVISIONS**

1. **Non-Publicity.** The Parties agree that no Party will issue any press release nor other public representation regarding the settlement other than as necessary to obtain Court approval and

effectuate the terms of the Settlement. The Parties and their respective counsel agree to keep the terms of the Settlement confidential prior to filing the motion for PAGA settlement approval. Except as ordered by the Court, Plaintiffs and their counsel will not initiate any publicity or respond to any media or other inquiries about the terms of the settlement or the case.

2. **Successors.** This Settlement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

3. **Governing Law.** This Settlement will be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the State of California, San Joaquin County.

4. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

5. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement or a material term of the Settlement, as provided herein; or (ii) the Settlement does not become final for any other reason, then the Parties shall reserve the right to rescind this Settlement and any documents generated to bring it into effect, which will be null and void, and the Parties will be returned to their original respective positions.

6. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

7. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and 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.

8. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

9. **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. **Authorization to Enter into Settlement.** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

11. **Execution and Counterparts.** This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

12. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, with the exception of the PAGA Released Claims embodied in Section I (12) and Section II (6), the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision. The PAGA Released Claims embodied in Section I (12) and Section II (6) are the essence of this Agreement and should they be deemed invalid or unenforceable, this Agreement may be declared null and void and any consideration received under this Agreement shall be immediately returned to Defendants.

13. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

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

15. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

16. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

17. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

18. **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 PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants' unless, prior to the Administrator's payment of all Settlement Funds, Defendants' makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**IN WITNESS THEREOF**, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

**LILLIAN DAVENPORT**

Dated: 05 / 29 / 2025

*Lillian Karaway*

\_\_\_\_\_  
Lillian Davenport, Plaintiff

**DESTINY HERNANDEZ**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Destiny Hernandez, Plaintiff

**ARTIN TOROSSIAN**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Artin Torossian, Plaintiff

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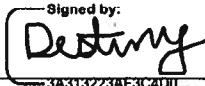
**LILLIAN DAVENPORT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Davenport, Plaintiff

**DESTINY HERNANDEZ**

Dated: 6/5/2025

Signed by:  
  
\_\_\_\_\_  
Destiny Hernandez, Plaintiff

**ARTIN TOROSSIAN**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Artin Torossian, Plaintiff

16. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

17. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

18. **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 PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants' unless, prior to the Administrator's payment of all Settlement Funds, Defendants' makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

**IN WITNESS THEREOF**, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

**LILLIAN DAVENPORT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lillian Davenport, Plaintiff

**DESTINY HERNANDEZ**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Destiny Hernandez, Plaintiff

**ARTIN TOROSSIAN**

Dated: 6/6/2025

  
\_\_\_\_\_  
Artin Torossian, Plaintiff

**GRISELDA GARCIA**

Dated: Jun 10, 2025

  
Griselda Garcia (Jun 10, 2025 14:36 PDT)

Griselda Garcia, Plaintiff

**JALISA MONIQUE BLAKE**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jalisa Monique Blake, Plaintiff

**BROOKDALE SENIOR LIVING  
COMMUNITIES, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EMERITUS CORPORATION**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BREA EMERITUS LLC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EMERITUS PROPERTIES XVI, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BROOKDALE EMPLOYEE SERVICES,  
LLC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**GRISELDA GARCIA**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Griselda Garcia, Plaintiff

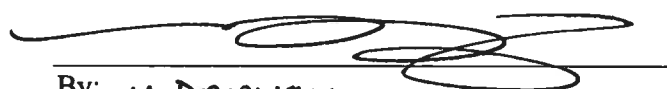
**JALISA MONIQUE BLAKE**

Dated: 06/06/25

  
\_\_\_\_\_  
Jalisa Monique Blake (Jun 6, 2025 14:27 PDT)  
Jalisa Monique Blake, Plaintiff

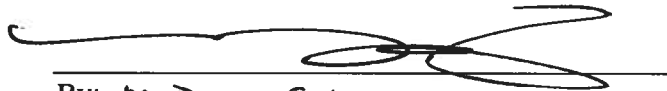
**BROOKDALE SENIOR LIVING  
COMMUNITIES, INC.**

Dated: 6/30/25

  
By: M. Downey  
Its: VP, LEGAL

**EMERITUS CORPORATION**

Dated: 6/30/25

  
By: M. Downey  
Its: VP, LEGAL

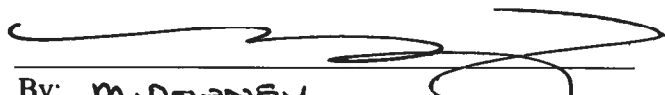
**BREA EMERITUS LLC**

Dated: 6/30/25

  
By: M. Downey  
Its: VP, LEGAL

**EMERITUS PROPERTIES XVI, INC.**

Dated: 6/30/25

  
By: M. Downey  
Its: VP, LEGAL

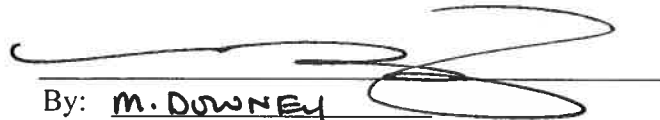
**BROOKDALE EMPLOYEE SERVICES,  
LLC**

Dated: 6/30/25

  
By: M. Downey  
Its: VP, LEGAL

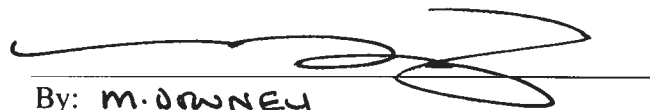
**BROOKDALE EMPLOYEE SERVICES –  
CORPORATE, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

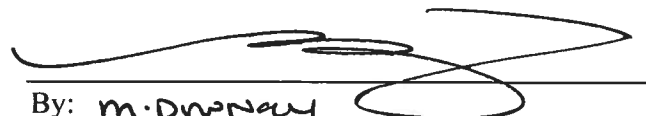
**BROOKDALE LIBERTY, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

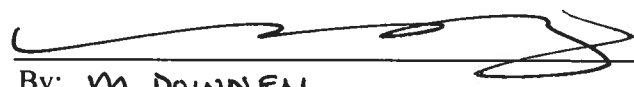
**BROOKDALE MANAGEMENT OF  
CALIFORNIA, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

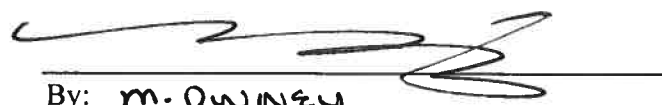
**BROOKDALE CHANCELLOR, INC.**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

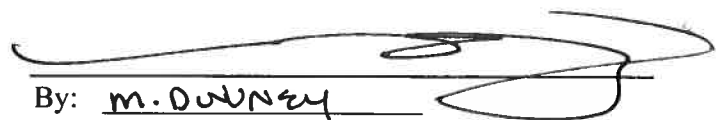
**BROOKDALE GARDENS, INC.**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

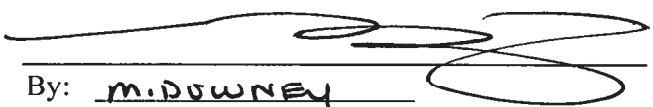
**BROOKDALE LIVING COMMUNITIES,  
INC.**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

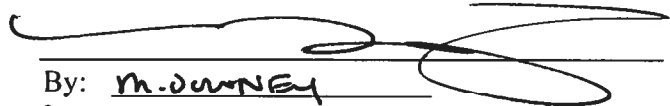
**BROOKDALE WELLINGTON, INC.**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

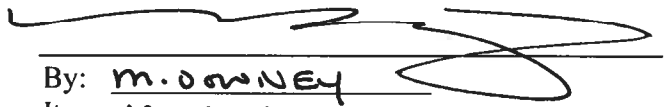
**BROOKDALE OPERATIONS, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

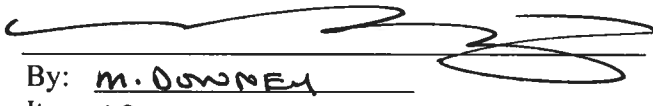
**BROOKDALE VEHICLE HOLDING, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

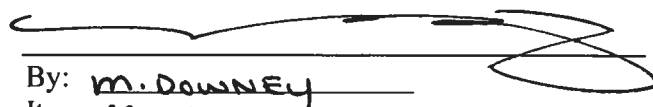
**BROOKDALE PROVIDENT  
MANAGEMENT, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

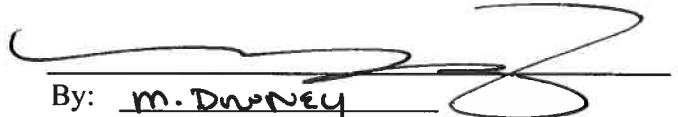
**SUMMERVILLE AT HERITAGE PLACE,  
LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

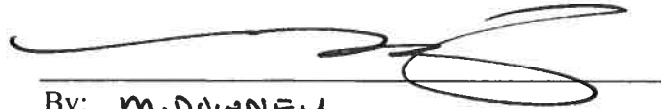
**SUMMERVILLE AT BARRINGTON  
COURT LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

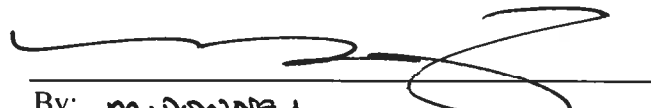
**SUMMERVILLE AT FAIRWOOD MANOR,  
LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

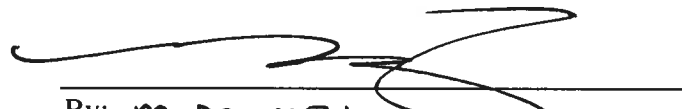
**SUMMERVILLE AT COBB CO, INC.**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

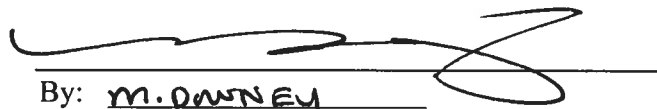
**SUMMERVILLE AT ROSEVILLE  
GARDENS LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

**SUMMERVILLE AT HARDEN RANCH,  
LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

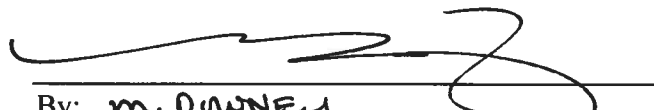
**SUMMERVILLE AT ATHERTON COURT  
LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

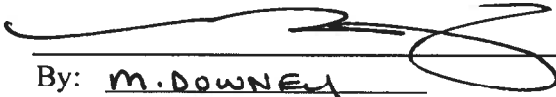
**BKD TWENTY-ONE PROPCO, INC.**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

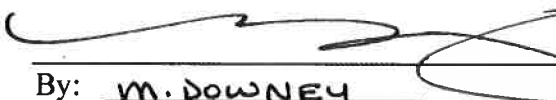
**BKD TWENTY-ONE OPCO, INC.**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

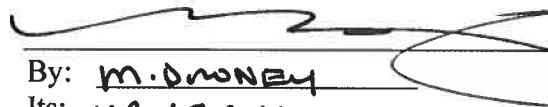
**BKD TWENTY-ONE MANAGEMENT  
COMPANY**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

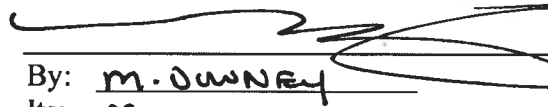
**BKD GARDENS-TARZANA PROPCO, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

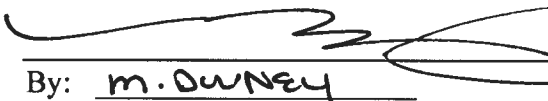
**BKD PERSONAL ASSISTANCE SERVICES,  
LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

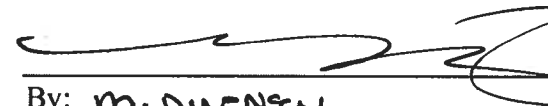
**BKD CORONA LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

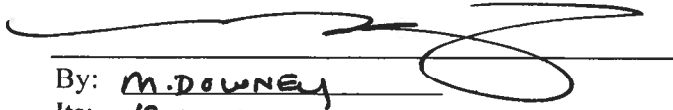
**BKD KETTLEMAN LANE LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

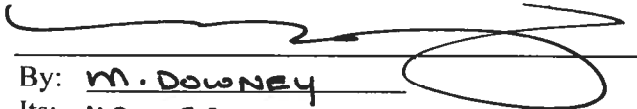
**BKD CORTONA PARK, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

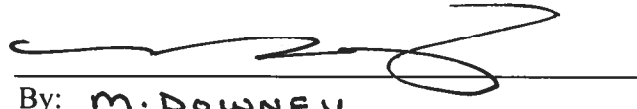
**BKD FOLSOM LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

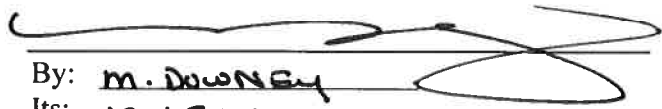
**BKD LODI, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

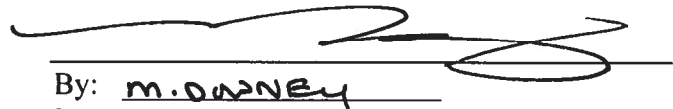
**BKD FM7 HOLDCO CA, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

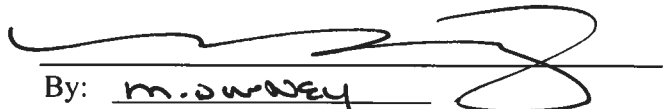
**BKD ARBORS OF SANTA ROSA, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

**BREA CITRUS HEIGHTS, LLC**

Dated: 6/30/25

  
By: M. DOWNEY  
Its: VP, LEGAL

APPROVED AS TO FORM ONLY:

Date: May 29, 2025

**CROSNER LEGAL, P.C.**

By:   
Zachary Crosner  
Jamie Serb  
Sepideh Ardestani  
Attorneys for Plaintiff Davenport

Date: \_\_\_\_\_

**CAPSTONE LAW APC**

By: \_\_\_\_\_  
Raul Perez  
Roxanna Tabatabaeepour  
Attorneys for Plaintiff Hernandez

Date: \_\_\_\_\_

**MESSRELLIAN LAW INC.**

By: \_\_\_\_\_  
Harout Messrellian  
Attorneys for Plaintiff Torossian

Date: \_\_\_\_\_

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_  
Paul K. Haines  
Fletcher W. Schmidt  
Attorneys for Plaintiff Garcia

Date: \_\_\_\_\_

**BIBIYAN LAW GROUP, P.C.**

By: \_\_\_\_\_  
David D. Bibiyan  
Jeffrey Klein  
Sarah Cohen  
Attorneys for Plaintiff Blake

APPROVED AS TO FORM ONLY:

Date: \_\_\_\_\_

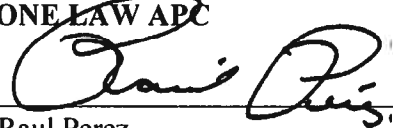
**CROSNER LEGAL, P.C.**

By: \_\_\_\_\_

Zachary Crosner  
Jamie Serb  
Sepideh Ardestani  
Attorneys for Plaintiff Davenport

Date: 6/5/2025

**CAPSTONE LAW APC**

By:  \_\_\_\_\_

Raul Perez  
Roxanna Tabatabaeepour  
Attorneys for Plaintiff Hernandez

Date: \_\_\_\_\_

**MESSRELLIAN LAW INC.**

By: \_\_\_\_\_

Harout Messrellian  
Attorneys for Plaintiff Torossian

Date: \_\_\_\_\_

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_

Paul K. Haines  
Fletcher W. Schmidt  
Attorneys for Plaintiff Garcia

Date: \_\_\_\_\_

**BIBIYAN LAW GROUP, P.C.**

By: \_\_\_\_\_

David D. Bibiyan  
Jeffrey Klein  
Sarah Cohen  
Attorneys for Plaintiff Blake

APPROVED AS TO FORM ONLY:

Date: \_\_\_\_\_

**CROSNER LEGAL, P.C.**

By: \_\_\_\_\_

Zachary Crosner  
Jamie Serb  
Sepideh Ardestani  
Attorneys for Plaintiff Davenport

Date: \_\_\_\_\_

**CAPSTONE LAW APC**

By: \_\_\_\_\_

Raul Perez  
Roxanna Tabatabaee pour  
Attorneys for Plaintiff Hernandez

Date: 6/6/2025

**MESSRELLIAN LAW INC.**

By: \_\_\_\_\_

Harout Messrellian  
Attorneys for Plaintiff Torossian

Date: \_\_\_\_\_

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_

Paul K. Haines  
Fletcher W. Schmidt  
Attorneys for Plaintiff Garcia

Date: \_\_\_\_\_

**BIBIYAN LAW GROUP, P.C.**

By: \_\_\_\_\_

David D. Bibiyan  
Jeffrey Klein  
Sarah Cohen  
Attorneys for Plaintiff Blake

APPROVED AS TO FORM ONLY:

Date: \_\_\_\_\_

**CROSNER LEGAL, P.C.**

By: \_\_\_\_\_

Zachary Crosner  
Jamie Serb  
Sepideh Ardestani  
Attorneys for Plaintiff Davenport

Date: \_\_\_\_\_

**CAPSTONE LAW APC**

By: \_\_\_\_\_

Raul Perez  
Roxanna Tabatabaeepour  
Attorneys for Plaintiff Hernandez

Date: \_\_\_\_\_

**MESSRELLIAN LAW INC.**

By: \_\_\_\_\_

Harout Messrellian  
Attorneys for Plaintiff Torossian

Date: Jun 10, 2025

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_

  
Paul K. Haines  
Fletcher W. Schmidt  
Attorneys for Plaintiff Garcia

Date: \_\_\_\_\_

**BIBIYAN LAW GROUP, P.C.**

By: \_\_\_\_\_

David D. Bibiyan  
Jeffrey Klein  
Sarah Cohen  
Attorneys for Plaintiff Blake

APPROVED AS TO FORM ONLY:

Date: \_\_\_\_\_

**CROSNER LEGAL, P.C.**

By: \_\_\_\_\_

Zachary Crosner  
Jamie Serb  
Sepideh Ardestani  
Attorneys for Plaintiff Davenport

Date: \_\_\_\_\_

**CAPSTONE LAW APC**

By: \_\_\_\_\_

Raul Perez  
Roxanna Tabatabaeepour  
Attorneys for Plaintiff Hernandez

Date: \_\_\_\_\_

**MESSRELLIAN LAW INC.**

By: \_\_\_\_\_

Harout Messrellian  
Attorneys for Plaintiff Torossian

Date: \_\_\_\_\_

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_

Paul K. Haines  
Fletcher W. Schmidt  
Attorneys for Plaintiff Garcia

Date: 6/10/25

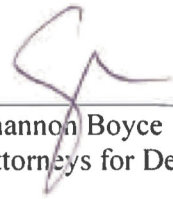
**BIBIYAN LAW GROUP, P.C.**

By: Vedang J. Patel

David D. Bibiyan  
~~Jeffrey Klein~~  
Sarah Cohen ; Vedang J. Patel  
Attorneys for Plaintiff Blake

Date: July 1, 2025

**LITTLER MENDELSON, PC**

By:  \_\_\_\_\_  
Shannon Boyce  
Attorneys for Defendants