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COMPANY, LP, dba INGLEWOOD HEALTH CARE
CENTER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VASANTE BAILEY, an individual,

Plaintiff,

v.

INGLEWOOD OPERATING COMPANY, LP, a
California corporation; INGLEWOOD HEALTH
CARE CENTER, an entity of unknown form;
MARINER HEALTH CARE, an entity of
unknown form and DOES 1 through 50, inclusive,

Defendants.

Case No. 23TRCV03522

Hon. David K. Reinert, Dept. P

**REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE
AGREEMENT**

Complaint Filed: October 23, 2023

Trial Date: None Set

REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

This Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) is made and entered into by and between Defendant INGLEWOOD OPERATING COMPANY, LP, dba INGLEWOOD HEALTH CARE CENTER (“Defendant”) and Plaintiff Vasante Bailey (“Plaintiff”), on behalf of the State of California and other Aggrieved Employees as defined below (collectively with Defendant, the “Parties”). By executing this Agreement, the Parties intend to settle the lawsuit entitled *Bailey v. Inglewood Operating Company, LP*, et al., Superior Court of California for the County of Los Angeles, Case No. 23TRCV03522, filed on October 23, 2023, involving claims brought under the Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.* (the “Action”).

1. DEFINITIONS

As used herein, for the purposes of this Agreement only, the following terms shall be defined as set forth below:

1.1 “**Aggrieved Employees**” means all current and former hourly paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

1.2 “**Aggrieved Employee Settlement Amount**” means 25% of the PAGA Payment (as defined below).

1.3 “**Approval Order**” means the approval order issued and entered by the Court following a Motion For Approval Of The PAGA Settlement.

1.4 “**Attorneys’ Fees and Costs**” means the payment, as approved by the Court, to be made to Plaintiff’s Counsel (as defined below) in full satisfaction of all claims Plaintiff may have for reasonable attorneys’ fees, litigation costs, and expenses incurred in this Action. Attorneys’ Fees and Costs are to be taken from the Gross Settlement Amount (as defined below). The amount of attorneys’ fees awarded to Plaintiff’s Counsel may not exceed one-third of the Gross Settlement Amount, or \$226,091.66.

1 Defendant agrees not to contest the amount of Attorneys' Fees and Costs, provided that
2 they are consistent with the terms of this Agreement.

3 1.5 **"Court"** refers to the Superior Court of California for the County of Los
4 Angeles presiding over the Action.

5 1.6 **"Data List"** means a complete list of all Aggrieved Employees that
6 Defendant will diligently and in good faith compile from its records and provide to the
7 Settlement Administrator (as defined below) within 30 calendar days after the date of the
8 Approval Order. The Data List will be formatted in Microsoft Office Excel and will
9 include each individual's full name, last known mailing address and telephone number (if
10 available), Social Security number, number of bi-weekly pay periods in the PAGA
11 Period, and all necessary information to prepare and calculate Individual Settlement
12 Payments (as defined below) to Aggrieved Employees. For purposes of this Agreement,
13 the Data List provided by Defendant shall be considered the official information to be
14 used for this Settlement.

15 1.7 **"Defense Counsel"** refers to Jon D. Meer and Bethany A. Pelliconi of
16 Seyfarth Shaw LLP.

17 1.8 **"Effective Date"** means the date upon which all of the following have
18 occurred: date upon which both of the following have occurred: (i) approval of the
19 Settlement is granted by the Court overseeing the *Bailey* Action, or other court assuming
20 jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement
21 becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's
22 Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of
23 such appeal, or the expiration of the time to file a petition for review to the California
24 Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court, or (ii) if a
25 petition for writ of certiorari is filed, the date of denial of the petition for writ of
26 certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no
27 appeal is filed, the expiration date of the time for filing or noticing any appeal of the
28 Judgment.

1 1.9 **“Individual Settlement Payments to Aggrieved Employees”** means the
2 individual payments that shall be made to each Aggrieved Employee, which in the
3 aggregate total the Aggrieved Employee Settlement Amount. Individual Settlement
4 Payments to Aggrieved Employees are taken from the Net Settlement Amount (as
5 defined below).

6 1.10 **“Judgment”** means a judgment entered by the Court that approves this
7 Settlement, incorporates by reference the terms and conditions of this Agreement, and
8 dismisses the Action with prejudice.

9 1.11 **“LWDA”** refers to the California Labor and Workforce Development
10 Agency.

11 1.12 **“LWDA Payment”** means 75% of the Net Settlement Amount (as defined
12 below), made to the LWDA.

13 1.13 **“Notice to Aggrieved Employees With Distribution of PAGA Payment”**
14 refers to the statement the Settlement Administrator (as defined below) will include with
15 the distribution of the Individual Settlement Payments to Aggrieved Employees. The
16 Notice to Aggrieved Employees With Distribution of PAGA Payment will state as
17 follows: “Inglewood Operating Company, LP has entered into a compromise and
18 settlement with the State of California in connection with claims brought under the
19 Private Attorneys General Act. As part of this compromise and settlement, the Court has
20 ordered the enclosed settlement check.”

21 1.14 **“PAGA”** refers to the Private Attorneys General Act of 2004.

22 1.15 **“Gross Settlement Amount” (“GSA”)** means the amount that the Parties
23 negotiated and agreed upon for the resolution of the Action and Released Claims, in an
24 amount not to exceed \$78,275.00. The GSA shall be inclusive of (i) the Attorneys’ Fees
25 and Costs; (ii) the Net Settlement Amount, and (iii) the Settlement Administrator’s
26 Expenses (as defined below). The GSA is a material term of this Agreement and
27 Defendant shall not be required to pay more than the GSA.
28

1 1.16 **“Net Settlement Amount”** (“NSA”) shall be the GSA minus the Attorneys’
2 Fees and Costs and the Settlement Administrator’s Expenses. The Net Settlement
3 Amount shall be allocated as follows: 75% of the NSA (i.e., the LWDA Payment) will be
4 paid to the LWDA, and 25% of the NSA (i.e., the Aggrieved Employee Settlement
5 Amount) will be paid to the Aggrieved Employees based on the number of bi-weekly pay
6 periods worked during the PAGA Period (as defined below).

7 1.17 **“PAGA Period”** shall mean the time period from August 18, 2022 through
8 August 26, 2024.

9 1.18 **“Pay Periods”** refers to the number of bi-weekly periods that each
10 Aggrieved Employee worked for Defendant during the PAGA Period in California.
11 Defendant’s employment records will be determinative for purposes of calculating the
12 Pay Periods and any payments under the Settlement. If an individual worked during any
13 day of the Pay Period, the Pay Period shall be included in their pro rata share of the
14 Aggrieved Employee Settlement Amount.

15 1.19 **“Plaintiff’s Counsel”** means D. Law.

16 1.20 **“Qualified Settlement Fund”** means a fund established by the Settlement
17 Administrator pursuant to U.S. Treasury Regulation Section 468B-1.

18 1.21 **“Released PAGA Claims”** shall mean any and all claims that were asserted
19 or that could have been asserted based on the facts alleged in the operative Complaint of
20 the Action during the PAGA Period, including, but not limited to including but not
21 limited to those arising under California Labor Code §§ 201, 201.3, 201.5, 201.9, 202,
22 203, 204, 204(b), 204.1, 204.2, 205, 205.5, 210, 212, 213, 221, 226, 226(a), 226(e),
23 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558(a), 558.1, 1174, 1174.5,
24 1182.12, 1185, 1194, 1194(a), 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2698, et
25 seq., 2699, 2926, 2927, all California IWC Wage Orders, California Code of Regulations,
26 and California Business and Professions Code §§ 17200-172508 (“Released Claims”),
27 and any remedies for any of the claims described herein, including, penalties, restitution,
28 declaratory relief, equitable or injunctive relief, interest, and attorneys’ fees and costs.

1.22 The Released PAGA Claims shall be released by Plaintiff, the State of California, the LWDA, and all Aggrieved Employees, without any option to submit any Request for Exclusion.

1.23 “**Released Parties**” shall mean Defendant, its former, present and future owners, parents, subsidiaries and affiliates, and all of its current, former and future officers, directors, members, shareholders, managers, human resources representatives, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and attorneys of the entities listed in this paragraph.

1.24 “**Settlement Administrator**” refers to Phoenix Class Action Settlement Solutions.

1.25 “**Settlement Administrator’s Expenses**” refers to the costs payable from the GSA to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Agreement, distributing the GSA, establishing a separate employer identification number and creating a Qualified Settlement Fund (as defined below), and providing necessary reports and declarations, as requested by the Parties. The Settlement Administrator shall use its own Tax Payer Identification Number to issue to Aggrieved Employees Form-1099s for all amounts paid under this settlement. The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the settlement, into which the GSA will be deposited and calculate all settlement checks required under law based on information that will be confidentially furnished by Defendant.

2. RECITALS

2.1.1 On August 18, 2023, Plaintiff submitted a PAGA Notice to the LWDA, alleging various Labor Code violations and applicable Industrial Welfare Commission Wage Order.

1 2.1.2 On October 23, 2023, Plaintiff filed a PAGA representative action
2 against Defendant in Superior Court of California for the County of Los Angeles, entitled
3 *Vasante Bailey v. Inglewood Operating Company LP, et al*, Case No. 23TRCV03522.

4 2.1.3 As part of the informal discovery process, Defendant warrants and
5 represents that it provided Plaintiff with all of the relevant written policies and
6 procedures, an accurate list of all non-exempt hourly positions, descriptions of various
7 pay codes, and samples of time records and pay records of the Aggrieved Employees.

8 2.1.4 Defendant warrants and represents that it also furnished Plaintiff with
9 accurate data points for the PAGA Period, showing the number of Aggrieved Employees
10 and the number of pay periods worked by Aggrieved Employees.

11 2.1.5 Plaintiff's Counsel represents they have thoroughly investigated
12 Plaintiff's claims against Defendant. Plaintiff's Counsel further represents that they have
13 conducted a thorough investigation into the underlying facts, events, and issues related to
14 the subject matter of the Action, including the review of the records produced by
15 Defendant. In addition, Plaintiff's Counsel represents that they have further undertaken
16 an extensive analysis of the legal principles applicable to the claims asserted against
17 Defendant, and the potential defenses thereto. All Parties have had ample opportunity to
18 evaluate their respective positions on the merits of the claims asserted.

19 **2.2 Private Mediation**

20 2.2.1 On June 27, 2024, the Parties attended a full-day mediation with Mr.
21 Joel Grossman, a highly-respected and experienced mediator in employment
22 representative action cases.

23 2.2.2 After a full-day mediation, the Parties reached a negotiated settlement.
24 The Parties executed a Memorandum of Understanding ("MOU") on November 21, 2024
25 memorializing the principal terms of the settlement between the Parties.

26 2.2.3 The Parties have agreed to settle the Action for an amount not to
27 exceed \$78,275.00 (i.e., the Gross Settlement Amount). The entire Gross Settlement
28

1 Amount will be disbursed pursuant to the terms and conditions of this Agreement, and
2 none of it will revert to Defendant.

3 **2.3 The Settlement Is the Result of Arms' Length Negotiations.** Based on
4 the foregoing investigation and evaluation, Plaintiff's Counsel is of the opinion that the
5 terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests
6 of the State of California and the Aggrieved Employees. The terms of the Settlement also
7 reflect an extensive exchange of information and data between the Parties, which allowed
8 Plaintiff's Counsel to fully evaluate the potential risks in pursuing the underlying claims
9 on the merits. This Agreement was reached after extensive arm's-length negotiations,
10 and it was negotiated in light of all known facts and circumstances, including the risks of
11 significant delay and uncertainty associated with litigation, the risk that the Action would
12 not be permitted to proceed on a representative basis, various defenses asserted by
13 Defendant, and numerous potential appellate issues. Plaintiff's Counsel also evaluated
14 the interest of the Aggrieved Employees and the State of California in receiving a timely
15 settlement, rather than continued litigation in this Action.

16 **2.4 The Parties' Intent.** It is the desire of the Parties to fully, finally, and
17 forever settle, compromise, and discharge any and all claims, rights, demands, charges,
18 complaints, obligations or liability of any and every kind that were or could have been
19 pled based on the factual allegations in the operative complaint in the Action arising
20 during the PAGA Period, including, but not limited to, the Released PAGA Claims. The
21 Parties also intend to effectuate the full scope of the Released PAGA Claims in this
22 Agreement.

23 **3. NON-ADMISSIONS OF LIABILITY**

24 **3.1** Defendant denies and continues to deny all of the allegations made by
25 Plaintiff in the Action, and denies and continues to deny that it is liable or owes any
26 damages, penalties or other compensation or remedies to anyone with respect to the
27 alleged facts or claims asserted in the Action. Defendant denies any liability or
28 wrongdoing of any kind in connection with Plaintiff's claims, and contends that, during

all relevant times, it complied with all applicable California and federal law. Nonetheless, without admitting or conceding any liability or damages whatsoever, and without admitting that a representative action is appropriate except for settlement purposes alone, Defendant has agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing with litigation.

3.2 The Parties understand and agree this Agreement and any exhibits thereto are settlement documents and shall be inadmissible for the purpose of showing liability against Defendant or the Released Parties. However, the Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

4. FINANCIAL TERMS OF THE SETTLEMENT

4.1 **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, Defendant shall pay the gross settlement amount not to exceed \$78,275.00, which includes Attorneys' Fees and Costs, Net Settlement Amount, and Settlement Administrator's Expenses to Settlement Administrator. The Gross Settlement Amount is a material term of the Agreement and shall not be increased for any reason.

4.2 **Attorneys' Fees And Costs.** Plaintiff's Counsel will apply to the Court for an award of Attorneys' Fees not to exceed **one-third** of the Gross Settlement Amount, or **\$26,091.66**, and reasonable documented costs directly incurred for purposes of the Action, as supported by declarations, to be paid out of the Gross Settlement Amount. Defendant shall have no liability for any other attorneys' fees, costs or expenses in connection with the Action.

4.2.1 Plaintiff's Counsel will be responsible for submitting all documents to support their request for attorneys' fees, costs, and expenses in connection with the Action. Defendant agrees not to oppose or object to Plaintiff's Counsel's request for Attorneys' Fees and Costs if they are made in accordance with the terms of this Agreement

1 4.2.2 The Court's approval of the Attorneys' Fees and Costs is not a
2 material term of the Agreement. Subject to paragraph 4.2.3, if the Court does not
3 approve or approves only a lesser amount than that requested by Plaintiff's Counsel for
4 Attorneys' Fees and Costs, the other terms of the Agreement shall still apply. The
5 Court's refusal to approve the Attorneys' Fees and Costs requested by Plaintiff's Counsel
6 does not give the Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to
7 abrogate the Agreement. Subject to paragraph 4.2.3, any amount of Attorneys' Fees and
8 Costs requested by Plaintiff's Counsel but unapproved by the Court shall be part of the
9 Net Settlement Amount.

10 4.2.3 To the extent the Court approves any award for attorneys' fees that
11 does not equal one third of the Gross Settlement Amount, Plaintiff's Counsel retains the
12 right to appeal the Court's award. Should Plaintiff's Counsel appeal the Court's award,
13 the difference between the amount awarded and the amount disputed on appeal shall be
14 retained by the Settlement Administrator pending Plaintiff's Counsel's appeal. After
15 resolution of any appeal, any funds not awarded to Plaintiff's Counsel then in possession
16 of the Settlement Administrator will be added to the Net Settlement Amount to be
17 distributed in accordance with the terms of the Agreement, and Plaintiff's Counsel shall
18 pay any additional costs incurred by the Settlement Administrator for this purpose. The
19 Attorneys' Fees and Costs are not a material term of the Agreement. If the Court reduces
20 the amount of Attorneys' Fees and Costs, all other terms of this Agreement shall remain
21 in effect.

22 **4.3 Settlement Administration Cost.** The Settlement Administrator's
23 Expenses shall be paid from the GSA. Any reduction by the Court or any unused amount
24 shall revert to the PAGA Payment. The Settlement Administrator shall assist in all
25 aspects of the settlement process for the Action, including, but not limited to:

26 4.4.1 Establishing a separate employer identification number and a
27 Qualified Settlement Fund, tax reporting, and providing required tax forms;
28

4.4.2 Calculating and distributing Attorneys' Fees and Costs and Net Settlement Amount, including Aggrieved Employee Settlement Amount and LWDA Payment, and Settlement Administration Cost;

4.4.3 Printing, distributing, tracking, sending, and resending of Notice to Aggrieved Employees With Distribution of PAGA Payment pursuant to the terms of this Agreement; and

4.4.4 Tracking and distributing any unclaimed Qualified Settlement Funds to the California State Controller's Office pursuant to California's Unclaimed Property Law.

4.4 Net Settlement Amount. After deducting (i) the court-approved Attorneys' Fees And Costs, and (ii) the court-approved Settlement Administrator's Expenses, the remainder of the Gross Settlement Amount is the Net Settlement Amount, which consists of the LWDA Payment and the Aggrieved Employee Settlement Amount. For tax purposes, the Parties agree that the PAGA Payment allocated to the Aggrieved Employees shall be considered penalties, for which a Form 1099 will be issued to reflect these payments. Aggrieved Employees will be responsible for paying any personal income taxes owed on the amounts they receive. Funds contained in the settlement checks that are returned as undeliverable and in settlement checks uncashed for more than 180 days after issuance will be tendered to the California State Controller's Office - Unclaimed Property Fund, to be held in the name of the Aggrieved Employee.

4.5 No Impact On Employee Benefit Plans. None of the payments made pursuant to the Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiff and Aggrieved Employees shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable

benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any benefit plan sponsored or contributed to by Defendant or any jointly-trusted benefit plan. For purposes of this Agreement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, sick time or pay, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

5. RELEASES

5.1 Release By Plaintiff, The State Of California, And The Aggrieved Employees. Plaintiff, on behalf of herself, the State of California, and the Aggrieved Employees fully and finally release and forever discharge the Released Parties from any and all Released PAGA Claims during the PAGA Period. As a result of this release, Plaintiff, the State of California, and the Aggrieved Employees will not be able to bring a claim or seek civil penalties based on the Released PAGA Claims that took place during the PAGA Period.

5.2 Additional Release By Plaintiff. In addition to the Released PAGA Claims, upon the Effective Date, Plaintiff will generally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Agreement. For the purpose of implementing a full and complete release and discharge of the Released Parties, Plaintiff expressly waives all rights provided by Civil Code section 1542, or any other similar provisions of applicable law, which are as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

5.3 **Injunction From Pursuing Released Claims.** Plaintiff, the State of California, and the Aggrieved Employees shall be enjoined from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in any court, or with the Division of Labor Standards Enforcement (“DLSE”), or with the LWDA, or the United States Department of Labor (“DOL”), or with any other entity regarding the claims released in the Agreement. This Settlement is conditioned upon the release by Plaintiff, the State of California, and Aggrieved Employees as described herein, and upon covenants by these individuals that they will not participate in any actions, lawsuits, proceedings, complaints, or charges brought by the DLSE, LWDA, DOL, or by any other agency, persons, or entity in any court or before any administrative body related to the claims released in this Agreement. In the event that any court or administrative agency does not order injunctive relief, Defendant shall have the right to file a motion for summary judgment or any other pleading or paper to enforce the terms of this Agreement. Plaintiff’s Counsel will not oppose, contest or interfere with efforts by Defendant to oppose any attempt to bring such released claims against Defendant.

6. COMPUTATION OF SETTLEMENT PAYMENTS TO AGGRIEVED EMPLOYEES

6.1 **Payments Based On Pay Periods.** The PAGA Payment will be distributed to Aggrieved Employees based on their number of Pay Periods worked during the PAGA Period. Defendant shall provide records (i.e., the Data List) to the Settlement Administrator, showing the total Pay Periods of Aggrieved Employees during the PAGA Period. Defendant’s records shall be determinative for purposes of calculating the number of Pay Periods worked and any payments to the Aggrieved Employees.

6.2 **Distribution Of PAGA Payment.** Individual Settlement Payments to Aggrieved Employees will be determined by dividing the Aggrieved Employee Settlement Amount (25% of the Net Settlement Amount, which is allocated to Aggrieved Employees) by the total number of Pay Periods, and then multiplying the resulting figure by the number of Pay Periods of each Aggrieved Employee during the PAGA Period.

1 The Settlement Administrator will issue appropriate tax forms for all payments issued
2 under this Agreement. The payments made under this Agreement will be made with
3 respect to the PAGA claims for all Aggrieved Employees and the individual claims for
4 Plaintiff; accordingly, the payments shall be distributed without a claims process or an
5 opportunity to object or opt out.

6 **7. SETTLEMENT APPROVAL PROCEDURE**

7 **7.1 Approval Of Settlement Terms.** Upon execution of this Agreement,
8 Plaintiff's Counsel shall promptly prepare the Motion For Approval of PAGA Settlement
9 to be filed in the Action. The Motion For Approval of PAGA Settlement shall seek an
10 order to approve the proposed settlement according to the terms in this Agreement. The
11 Motion For Approval of PAGA Settlement also shall seek an order that provides for the
12 Notice to be sent to Aggrieved Employees as specified in this Agreement. The Motion
13 For Approval of PAGA Settlement shall include the bases for the GSA and why the
14 amount is reasonable in light of the facts and controlling authorities pertaining to the
15 claims alleged in the Action.

16 **7.2 Entry Of Judgment.** The Parties shall request that the Court issue Judgment
17 in accordance with this Agreement and without further fees or costs to any party except
18 as expressly set forth in this Agreement. In the event either the Court fails to enter final
19 judgment in accordance with this Agreement, or such final judgment is vacated or
20 reversed, the Parties shall revert to their respective position before the Settlement was
21 reached, as if no settlement had been attempted, unless the Parties jointly agree to seek
22 reconsideration or appellate review of the ruling or approval of a renegotiated settlement.

23 **7.3 Notice To The LWDA.** Plaintiff's Counsel shall give written notice of the
24 PAGA Settlement to the LWDA simultaneously with the filing of the Motion For
25 Approval of PAGA Settlement in the Action pursuant to Labor Code section 2699(1)(2).

26 **8. NOTICE TO AGGRIEVED EMPLOYEES**

27 **8.1 Data List.** Defendant shall provide the Settlement Administrator with the
28 Data List within 30 calendar days after the Court grants approval of the proposed

1 Settlement. The Data List is to be provided confidentially to the Settlement
2 Administrator only, and the Settlement Administrator shall treat the information as
3 private and confidential and take all necessary precautions to maintain the confidentiality
4 of Data List. This information is to be used only to carry out the Settlement
5 Administrator's duties as specified in this Settlement.

6 **8.2 Mailing Of Notice To Aggrieved Employees With Distribution of PAGA**
7 **Payment.** The Settlement Administrator shall use First Class U.S. Mail to mail the
8 Notice to Aggrieved Employees With Distribution of PAGA Payments within 15
9 calendar days of the receipt of the Data List, using the most current, known mailing
10 address for each Aggrieved Employee based on information provided by Defendant. The
11 Notice to Aggrieved Employees With Distribution of PAGA Payment will state as
12 follows: "Inglewood Operating Company, LP has entered into a compromise and
13 settlement with the State of California in connection with claims brought under the
14 Private Attorneys General Act. As part of this compromise and settlement, the Court has
15 ordered the enclosed settlement check."

16 **8.3 Non-Delivered Notices Or Checks.** Any mailing returned to the Settlement
17 Administrator as undeliverable shall be re-mailed within five calendar days via First
18 Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is
19 provided, the Settlement Administrator shall attempt to determine the correct address
20 using the National Change of Address Data-base maintained by the United States Postal
21 Service for a single re-mailing via First Class U.S. Mail within five calendar days. If the
22 National Change of Address Database does not provide a correct address, the Settlement
23 Administrator shall attempt to determine the correct address using the Class Member's
24 Social Security number and any available information provided by Defendant.

25 **9. FUNDING AND DISTRIBUTING OF THE GROSS SETTLEMENT** 26 **AMOUNT**

27 **9.1 Funding Of Gross Settlement Amount.** The Settlement Administrator
28 shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal

Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks and withholdings required under law based on information that will be confidentially furnished by Defendant. Within 30 calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount into an interest bearing escrow account with the Settlement Administrator, provided that the Settlement Administrator timely and promptly provides funding instructions to Defendant.

9.2 Timing Of Disbursement Of Gross Settlement Amount.

9.2.1 Attorneys' Fees And Costs. Subject to the terms of the Agreement, the Settlement Administrator shall distribute payment of any approved Attorneys' Fees And Costs within 15 calendar days after the funding of the Gross Settlement Amount. This is the same date that the Net Settlement Amount will be distributed to Aggrieved Employees. The Settlement Administrator shall issue an Internal Revenue Service Form 1099 to Plaintiff's Counsel for any Attorneys' Fees And Costs payment, based on the allocation communicated by Plaintiff's Counsel. Plaintiff's Counsel shall be solely and legally responsible for paying all applicable taxes on any Attorneys' Fees And Costs and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

9.2.2 Settlement Administrator's Expenses. The Settlement Administrator shall pay itself any approved Settlement Administrator's Expenses within 15 calendar days after the funding of the Gross Settlement Amount. The Settlement Administrator shall be solely and legally responsible for paying all applicable taxes on any Settlement Administrator's Expenses and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payment.

9.2.3 Distribution Of Net Settlement Amount. The Settlement Administrator shall distribute LWDA Payment (75% of the Net Settlement Amount) to

1 the LWDA and all Individual Settlement Payments (25% of the Net Settlement Amount)
2 to Aggrieved Employees within 15 calendar days after the funding of the Gross
3 Settlement Amount. The Settlement Administrator shall issue any necessary IRS Form
4 1099 statements to Aggrieved Employees for their respective share of the Net Settlement
5 Amount. Aggrieved Employees shall be solely and legally responsible for paying all
6 other applicable taxes on their respective share of the PAGA Payment and shall
7 indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or
8 interest arising as a result of the payments.

9 **9.3 Undeliverable Or Uncashed Checks.**

10 9.3.1 The Settlement Administrator shall maintain a list of the postmark
11 date for the original mailing of the Individual Settlement Payments to Aggrieved
12 Employees checks, if any, to the Aggrieved Employees, the postmark date of any
13 subsequent mailing to any Aggrieved Employees, and a list of any individuals who did
14 not receive the settlement checks due to the inability to locate a valid address using the
15 procedures described herein above, or who otherwise could not be located within two
16 attempts at mailing.

17 9.3.2 All Individual Settlement Payments to Aggrieved Employees checks
18 will remain valid and negotiable for 180 days from the date of their mailing by the
19 Settlement Administrator. After 180 calendar days from the date of mailing, the checks
20 shall become null and void, and any monies remaining in the distribution account shall be
21 distributed by the Settlement Administrator to the California State Controller's Office
22 pursuant to California's Unclaimed Property Law. No part of the PAGA Payment shall
23 be returned to Defendant.

24 9.3.3 For any Aggrieved Employees for whom the settlement checks were
25 deemed undeliverable, the funds associated with the settlement payment will be
26 distributed to the California State Controller's Office pursuant to California's Unclaimed
27 Property Law.
28

10. MISCELLANEOUS PROVISIONS

10.1 Interim Stay Of Proceedings. The Parties agree to refrain from further litigation in the Action, except such proceedings necessary to implement and to obtain approval of the terms of the Agreement. If the Settlement is not finally approved, the Parties agree that they will revert to their positions in the lawsuit before the time the Agreement was reached, and no terms set forth in this Agreement will be admissible in any future proceedings in this case or any other action.

10.2 Stipulation To Representative Action For Settlement Purposes Only. The Parties agree to stipulate that the representative action is appropriate for purposes of the settlement only. If, for any reason, the settlement is not approved, the stipulation will be void, and Defendant shall have the full opportunity to file any motion to challenge liability for the PAGA claims or to challenge the manageability of PAGA claims. The Parties further agree that the stipulation is not an admission or waiver by Defendant to challenge the propriety of the PAGA claims, including whether PAGA claims are appropriate for adjudication on a representative basis.

10.3 Mutual Cooperation. Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Agreement, including, but not limited to, execution of such documents and taking such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement.

10.4 Plaintiff's Counsel's Representation. Plaintiff's Counsel agrees and represents that they will not engage in any conduct to undermine the terms of the Agreement. The Parties agree that verifiable electronic signatures are sufficient. However, if the Court orders wet signatures, the Parties will follow the Court's Order.

10.5 Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and are fully authorized to bind the Parties to all

1 terms stated herein. It is agreed this Agreement may be executed on behalf of the State of
2 California and the Aggrieved Employees and by Plaintiff and Plaintiff's Counsel.

3 **10.6 Binding Effect Of Settlement.** Although some Aggrieved Employees
4 might not receive the notice as provided under this Agreement, due to inability to locate
5 their current address following the procedures set forth in this Agreement, such
6 individuals shall nonetheless be bound by all of the terms of this Agreement and the order
7 approving the Settlement.

8 **10.7 Entire Agreement.** This Agreement constitutes the entire agreement
9 between the Parties with regard to the subject matter contained herein, and all prior and
10 contemporaneous negotiations and understandings between the Parties shall be deemed
11 merged into this Agreement. However, if the Court does not issue an Order for Approval
12 of this Agreement, and the Parties are unable to reach an understanding that satisfies the
13 Court's concerns, then Defendant shall have the right to seek enforcement of the MOU.

14 **10.8 Arms' Length Transaction; Materiality Of Terms.** The Parties have
15 arrived at this Agreement as a result of arm's length negotiations. Except as otherwise
16 stated in this Agreement, all terms and conditions of this Agreement in the exact form set
17 forth in this Agreement are material to this Agreement and have been relied upon by the
18 Parties in entering into this Agreement.

19 **10.9 Counterparts.** This Agreement may be executed in counterparts, and when
20 each party has signed and delivered at least one such counterpart, each counterpart shall
21 be deemed an original, and when taken together with other signed counterparts, shall
22 constitute one signed Agreement, which shall be binding upon and effective as to all
23 Parties.

24 **10.10 DocuSign Or Scanned Signatures.** Any party may sign and deliver this
25 Agreement by signing on the designated signature block and transmitting that signature
26 page via Docusign or as an imaged attachment. Any signature made and transmitted by
27 Docusign or as an imaged attachment for the purpose of executing this Agreement shall
28

1 be deemed an original signature for purposes of this Agreement and shall be binding
2 upon the party who transmits the signature page.

3 **10.11 Binding Effect.** This Agreement shall be binding upon the Parties and, with
4 respect to Plaintiff, the State of California, the LWDA, Aggrieved Employees, their
5 spouses, children, rep-representatives, heirs, administrators, executors, beneficiaries,
6 conservators, attorneys, and assigns.

7 **10.12 Construction.** The determination of the terms and conditions of this
8 Agreement has been by mutual agreement of the Parties. Each party participated jointly
9 in the drafting of this Agreement, and the terms and conditions of this Agreement are not
10 intended to be, and shall not be, construed against any party by virtue of draftsmanship.

11 **10.13 Severability Clause For Invalidity Of Any Provision.** Before declaring
12 any provision of this Agreement invalid, the Court shall first attempt to construe the
13 provisions valid to the fullest extent possible consistent with applicable precedents so as
14 to render all provisions of this Agreement valid and enforceable.

15 **10.14 No Prior Assignments Or Undisclosed Liens.** Plaintiff represents and
16 warrants that he has not assigned, transferred, conveyed, or otherwise disposed of, or
17 purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the
18 attorneys' fees and costs to be paid pursuant to this Agreement. Plaintiff further
19 represents and warrants that there are not any liens or claims against any of the amounts
20 to be paid by Defendant pursuant to this Agreement. Plaintiff agrees to defend, to
21 indemnify, and to hold Defendant harmless from any liability, losses, claims, damages,
22 costs, or expenses, including reasonable attorneys' fees, resulting from a breach of these
23 representations or from any lien or assignment.

24 **10.15 No Initiated Publicity.** Plaintiff's Counsel shall not take any action or
25 initiate to publicize, or cause to be publicized, directly or indirectly, the discussions
26 resulting in or the existence of this settlement or its terms, in any type of mass media,
27 including, but not limited to, speeches, press conferences, press releases, interviews,
28 television or radio broadcasts, blogs, websites, newspapers, Internet posting, Facebook,

1 Instagram, Twitter or any other social media, or information furnished to legal news
2 media, including but not limited to Bloomberg Law, Law 360, and the Daily Journal.
3 Plaintiff's Counsel shall not refer to Defendant by name in its public marketing materials,
4 law firm websites, or posting with any other organizations, such as the California
5 Employment Lawyers Association ("CELA"). Plaintiff's Counsel further agrees and
6 warrants that if he were contacted by media outlets regarding this case, he will simply
7 state that the lawsuit exists and has been resolved.

8 **10.16 Continuing Jurisdiction.** The Court shall retain jurisdiction over the
9 implementation of this Agreement as well as any and all matters arising out of, or related
10 to, the implementation of this Agreement and settlement. The Court shall not have
11 jurisdiction to modify the terms of the Agreement without the consent of all of the
12 Parties.

13 **10.17 Modification.** The Agreement may not be changed, altered, or modified,
14 except in writing and signed by the Parties hereto or their counsel of record. After
15 approval of the Settlement has been granted, the Settlement may not be modified except
16 by a writing signed by the Parties hereto or their counsel of record, and approved by the
17 Court.

18 **10.18 Disputes.** If the Parties have a dispute with regard to the language of this
19 Agreement, they agree to first attempt to resolve the dispute informally through good
20 faith negotiations, but if those efforts are unsuccessful, they agree to mediate any such
21 dispute, with Joel Grossman, the mediator that helped the Parties reach the Settlement.
22 The Parties will split the costs of the mediator, and all parties will bear their own fees and
23 costs.

24 **10.19 Governing Law.** This Agreement was made and entered into in the State of
25 California. All terms of this Agreement shall be governed by and interpreted according to
26 the substantive laws of the State of California and the procedural laws of the United
27 States of America.
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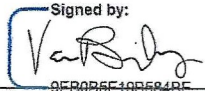
1 **10.20 Compliance with PAGA’s Procedural Requirements.** Plaintiff agrees
2 that Plaintiff’s Counsel will notify the LWDA of the Settlement and perform any and all
3 statutory tasks as required by law necessary to effectuate consummation and approval of
4 this Settlement. Plaintiff will promptly submit this Agreement to the LWDA and before
5 the filing of the Motion For Approval Of The PAGA Settlement.

6 **10.21 Papers To Be Filed With The Court.** All papers to be filed with the Court
7 by Defense Counsel or Plaintiff’s Counsel in connection with this Agreement shall be
8 submitted to the other party at least three business days before filing. The other party
9 shall have no right to object to the papers unless they do not conform to the terms and
10 conditions of this Agreement.

11 **10.22 Plaintiff’s Individual Settlement:** A separate payment in the gross amount
12 of \$5,000, from which payroll taxes will be withheld, will be provided to Plaintiff for the
13 settlement of Plaintiff’s individual claims (Bailey v. Inglewood Operating Company, LP,
14 Case No. 23TRC02811, filed in Los Angeles County Superior Court on August 25, 2023,
15 and the Arbitration commenced by Plaintiff before JAMS (Ref No. 5220006540). If the
16 PAGA settlement is approved by the Court. The Plaintiff’s individual settlement payment
17 will be subject to a separate individual settlement agreement in exchange for a general
18 release of all claims that Plaintiff has or may have against the Releasees and a waiver of
19 rights under Cal. Civ. Code § 1542. The Individual Settlement will be paid separately
20 and in addition to the GSA. Plaintiff’s individual settlement is contingent upon the
21 Court’s approval of the PAGA settlement and contingent upon Plaintiff’s execution of
22 Defendant’s settlement agreement. If the Court does not approve the PAGA settlement
23 or if the Plaintiff does not execute the individual settlement agreement, the agreement to
24 settle Plaintiff’s individual claim shall be null and void.

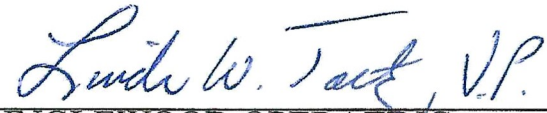
25 **SO AGREED AND STIPULATED.**
26
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28

1 DATED: March 24, 2025

2
3 Signed by:
By: 
06B0B5E10B5849E
VASANTE BAILEY
Plaintiff

4
5 DATED: March 7, 2025

6 April

7 By: 
8 INGLEWOOD OPERATING
COMPANY, LP
9 Defendant

1 April 11, 2025
2 DATED: ~~March _____, 2025~~

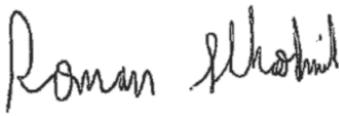
SEYFARTH SHAW LLP

3 By: 

4 Jon D. Meer
5 Bethany Pelliconi
6 Attorneys for Defendant
7 INGLEWOOD OPERATING
8 COMPANY, LP

9 DATED: March 25, 2025

D. LAW, INC.

10 By: 

11 Roman Shkodnik
12 Attorneys for Plaintiff
13 VASANTE BAILEY
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