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ATTORNEYS FOR PLAINTIFF

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ATTORNEYS FOR DEFENDANT

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

LUIS A. RENDON, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

HEALTHCARE INVESTMENTS, INC. (dba
Rosecrans Care Center); a California
Corporation, and DOES 1-50, Inclusive;

Defendants.

Case No. 20TRCV39775

[Action Filed 10/15/2020]

**STIPULATION OF SETTLEMENT OF
PAGA CLAIMS AND RELEASE OF
PAGA CLAIMS**

Judge: Hon. Curtis A. Kin
Dept.: 72

This Stipulation of Settlement of PAGA Claims and Release of PAGA Claims is entered into by and between Plaintiff LUIS A. RENDON (hereinafter “Plaintiff”), in his representative capacity on behalf of the State of California and fellow Aggrieved Employees and Defendant HEALTHCARE INVESTMENTS, INC. (dba Rosecrans Care Center), a California Corporation, (hereinafter “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the following *Rendon v. Healthcare Investments, Inc.*, Los Angeles Superior Court, Case No. 20TRCV39775, filed October 15, 2020.
- B. “Aggrieved Employees” shall mean all of Defendant’s current and former non-exempt employees employed in California during the PAGA Period.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of PAGA Action and Release of PAGA Claims.
- D. “Employee Data” means information regarding the Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted in the manner requested by the Settlement Administrator and shall include sufficient information to effectuate this settlement, including but not limited to: each Aggrieved Employee’s full name; last known address; Social Security Number; and the number of Pay Periods worked during the PAGA Period or relevant start and end dates of employment.
- E. “Court” means the Superior Court for the State of California, County of Los Angeles presiding over the Action.
- F. “Defendant” shall mean Healthcare Investments Inc., (dba Rosecrans Care Center).
- G. “Effective Date” means the earliest date, following entry by the Court of an order and judgment finally approving this Settlement, upon which one of the following have occurred: (i) if no objection is filed to the settlement and no objector appears at the hearing on final approval, after the date of the Court’s entry of the order granting approval of this Settlement, (ii) if an objection is filed to the settlement and/or an objector appears at the approval hearing, then the earlier of the following: (a) the

1 expiration of all potential appeal periods without a filing of a notice of appeal of the
2 final approval order or judgment finally approving this Settlement; (b) final
3 affirmance of the approval order and judgment by an appellate court as a result of any
4 appeal(s), or (c) final dismissal or denial of all such appeals (including any petition
5 for review, rehearing, certiorari, etc.) such that the final approval order and judgment
6 finally approving this Settlement is no longer subject to further judicial review.

7 H. "LWDA" means the California Labor and Workforce Development Agency.

8 I. "Funding Date" shall mean the date Defendant fully funds the Gross Settlement
9 Amount by transferring the final Installment Payment, as defined herein, into the QSF
10 in accord with the terms of this Agreement.

11 J. "Net Settlement Amount" or "NSA" means the amount remaining from the Gross
12 Settlement Amount deducting the Settlement Administration Cost and the Plaintiff
13 Counsels' Fee and Cost Award. The NSA shall be used to satisfy allocated satisfy the
14 PAGA Representative's claims for civil penalties arising under PAGA asserted on
15 behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of
16 the NSA shall be allocated to the Aggrieved Employees ("Aggrieved Employee
17 Payment") and distributed based on the pro rata number of Pay Periods worked by
18 each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of
19 the NSA shall be paid to the LWDA ("LWDA Payment").

20 K. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
21 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
22 Agreement.

23 L. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
24 Labor Code § 2698 *et seq.*

25 M. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
26 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
27 Aggrieved Employees during the PAGA Period.

28 N. "PAGA Period" means the period between April 6, 2019 and December 13, 2021.

- 1 O. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
2 Plaintiff or Defendant, individually.
- 3 P. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
4 Payment, as defined herein, means any biweekly period in which Aggrieved
5 Employees received wages during his/her employment with Defendant during the
6 PAGA Period.
- 7 Q. "Plaintiff" or "PAGA Representative" shall mean LUIS A. RENDON.
- 8 R. "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
9 ("JCL") and Shani O. Zakay, Esq. of ZAKAY LAW GROUP, APLC ("ZLG").
- 10 S. "Plaintiff Counsels' Fee and Cost Award" means the award of attorneys' fees and
11 reimbursement of litigation expenses that the Court authorizes to be paid to Plaintiff's
12 Counsel for the services they have rendered to Plaintiff, the State of California and
13 the Aggrieved Employees consisting of attorneys' fees not to exceed one-third of the
14 Gross Settlement Amount *plus* actually incurred litigation costs up to \$20,000.00 as
15 documented by Plaintiff Counsel's billing records. Plaintiff Counsel's application for
16 the Plaintiff Counsels' Fee and Cost Award is subject to Court approval, and a
17 reduction in attorneys' fees, costs, awarded by the Court is not a basis for Plaintiff to
18 void, rescind, or terminate this Agreement.
- 19 T. "QSF" means the Qualified Settlement Fund established, designated and maintained
20 by the Settlement Administrator to fund the Gross Settlement Amount.
- 21 U. "Released PAGA Claims" mean any and all claims for civil penalties under PAGA,
22 arising during the PAGA Period, based on the facts alleged by Plaintiff in the
23 operative complaint at the time of approval and Plaintiff's notice letter to the LWDA
24 and any resulting claim for attorneys' fees and costs under PAGA, which occurred
25 during the PAGA Period.
- 26 V. "Released Parties" shall mean Defendant, and each of its officers, directors, agents,
27 insurers, employees, members, directors, partners, owners, shareholders, subsidiaries,
28

1 affiliates, attorneys or representatives and all of their predecessors, successors,
2 assigns, and any individual or entity which could be jointly liable with Defendant.

3 W. "Settlement" means the disposition of the Action pursuant to this Agreement.

4 X. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
5 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
6 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
7 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
8 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
9 in the Action on behalf of the LWDA and the Aggrieved Employees. The Settlement
10 Administrator shall maintain the funds until distribution in an account(s) segregated
11 from the assets of Defendant and any person related to Defendant. *All accrued*
12 *interest shall be paid and distributed to the Aggrieved Employees as part of their*
13 *respective share of the Aggrieved Employee Payment.*

14 Y. "Settlement Administration Costs" means the amount be paid for the costs of
15 administration of the Settlement from the Gross Settlement Amount not to exceed
16 \$8,000.00.

17 Z. "Gross Settlement Amount" means Two Hundred Eighty-Two Thousand Five
18 Hundred Dollars (\$282,500.00) that Defendant must pay into the QSF in connection
19 with this Settlement, inclusive of the Aggrieved Employee Payment, LWDA
20 Payment, Plaintiff Counsels' Fee and Cost Award and the Settlement Administration
21 Costs.

22 **II. RECITALS**

23 A. On May 1, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce
24 Development Agency (LWDA) and served the same on Defendant.

25 B. On October 15, 2020, Plaintiff filed the Action against Defendant alleging a single
26 cause of action for violations of PAGA for, *inter alia*, the following:

- 27 1. Failure to provide complaint meal and rest periods;
- 28 2. Failure to pay all minimum, regular and overtime wages;

3. Failure to maintain true and accurate records;
4. Failure to provide accurate itemized wages statements; and
5. Failure to timely pay wages due during, and upon termination of employment.

C. On September 1, 2021, the Parties participated in mediation presided over Hon. Carl J. West (Ret.) a respected jurist and experienced wage and hour PAGA action mediator. The mediation concluded without a settlement, but the Action ultimately settled, with the assistance of Judge West, and after months of negotiations, based on a Mediator's proposal which was memorialized in the form of a Memorandum of Understanding.

D. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant and the Released Parties will pay the Gross Settlement Amount of Two Hundred Eighty-Two Thousand Five Hundred Dollars (\$282,500.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. The Gross Settlement Amount is exclusive of and separate from any individual settlement by and between Defendant and Plaintiff intended to resolve Plaintiff's individual claims. Except as provided

1 for in Section III(A)(2) and pursuant to any individual settlement with
2 Plaintiff, Defendant shall not be required to pay more or less than the Gross
3 Settlement Amount.

4 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
5 Defendant estimated that there were 500 Aggrieved Employees that
6 collectively worked approximately 7,500 Pay Periods ("Projected Pay
7 Periods") during the PAGA Period. In regard hereto, Defendant will provide
8 a declaration under penalty of perjury confirming the number of Aggrieved
9 Employees and Pay Periods they worked during the PAGA Period at the time
10 Plaintiff files the motion for approval of this Settlement. If, at the time of
11 Defendant's declaration, the actual number of Pay Periods exceeds the
12 Projected Pay Periods by more than 15%, then at the election of Defendant,
13 either (a) the Gross Settlement Amount will increase by the percentage by
14 which the pay Periods exceeds 7,500 by more than 15% or (b) the ending date
15 of the PAGA Period shall be adjusted to a date by which the number of pay
16 period worked by Aggrieved Employees within the PAGA Period does not
17 exceed 7,500 by more than 15%.

18 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
19 Settlement Amount to the Settlement Administrator as follows: (1)
20 \$35,000.00 payable within sixty (60) calendar days of the Effective Date
21 ("Initial Payment"), and (2) eighteen (18) equal monthly installments in the
22 amount of Thirteen Thousand Seven Hundred-Fifty Dollars (\$13,750) equal
23 to Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$247,500)
24 paid monthly thereafter, commencing on the first day of the first month
25 following the Initial Payment, and on the first day of every month thereafter
26 until the Gross Settlement Amount is fully funded ("Installment Payments").
27 .
28

- 1 B. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, the PAGA Representative, the LWDA and
3 the State of California release the Released Parties from the PAGA Released Claims
4 for the PAGA Period.
- 5 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
6 the Court entering an order approving the Settlement, and (2) Defendant fully funds
7 the Gross Settlement Amount.
- 8 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
9 by the Court, fails to become effective, or is reversed, withdrawn, or in any way
10 prevents or prohibits Defendant from obtaining a complete resolution of the Released
11 PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:
- 12 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
13 and shall not be admissible in any judicial, administrative or arbitral
14 proceeding for any purpose or with respect to any issue, substantive or
15 procedural; and
- 16 2. None of the Parties to this Settlement will be deemed to have waived any
17 claims, objections, defenses or arguments in the Action.
- 18 E. Tax Liability. The Parties make no representations as to the tax treatment or legal
19 effect of the payments called for in this Agreement. The Aggrieved Employees are
20 not relying on any statement or representation by the Parties in this regard. Aggrieved
21 Employees understand and agree that they will be responsible for the payment of any
22 taxes and penalties assessed on their respective share of the Aggrieved Employee
23 Payments and will be solely responsible for any penalties or other obligations resulting
24 from their personal tax reporting of the Aggrieved Employees Payments.
- 25 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
26 the “acknowledging party” and each Party to this Agreement other than the
27 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
28 of this Agreement, and no written communication or disclosure between or among the

Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

G. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to Plaintiff's Counsel, LWDA and Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating, and distributing tax forms for the Aggrieved Employee Payments; providing declaration(s) as necessary in support of approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

H. Employee Data. No later than five (5) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with the Employee Data. The Settlement Administrator shall maintain the Employee Data as private and confidential except to carry out its duties to administer the Settlement. In no event will this information ever be shared with or provided to Plaintiff or Plaintiff's Counsel

1 unless necessary to ensure Plaintiff's Counsel's ability to fulfill any obligations
2 associated with this Settlement.

3 I. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
4 the Gross Settlement Amount in accordance with the schedule provided hereinabove.

5 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
6 Employee Data, the Settlement Administrator shall add up the total number of
7 Pay Periods for all Aggrieved Employees during the PAGA Period. The
8 respective Pay Periods for each Aggrieved Employee will be divided by the
9 total Pay Periods for all Aggrieved Employees, resulting in the "PAGA
10 Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's
11 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
12 Payment to calculate each Aggrieved Employee's estimated share of the
13 Aggrieved Employee Payment.

14 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
15 individual Aggrieved Employee Payments shall be allocated and treated 100%
16 as penalties and interest. The individual Aggrieved Employee Payments shall
17 not be subject to wage withholdings and shall be reported on IRS Form 1099s.

18 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
19 Payments made to the Aggrieved Employees under this Settlement
20 Agreement, as well as any other payments made pursuant to this Settlement
21 Agreement, will not be utilized to calculate any additional benefits under any
22 benefit plans to which any Aggrieved Employee may be eligible, including,
23 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
24 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
25 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
26 will not affect any rights, contributions, or amounts to which any Aggrieved
27 Employee may be entitled under any benefit plans.

- 1 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
2 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing
3 address no later than fifteen (15) calendar days of receiving sufficient funds
4 necessary to pay the same. .
- 5 5. Undeliverable Payments. Any Individual Settlement Payment returned to the
6 Settlement Administrator as non-delivered prior to the one hundred eighty
7 (180) day check expiration deadline, shall be re-mailed to any forwarding
8 address provided. If no forwarding address is provided, the Settlement
9 Administrator shall promptly attempt to determine a correct address by lawful
10 use of skip-tracing, or other search using the name, address and/or Social
11 Security number of the Aggrieved Employee involved, and shall then perform
12 a re-mailing, if another mailing address is identified by the Settlement
13 Administrator. In addition, if any Aggrieved Employee Payment, which are
14 addressed to Aggrieved Employees who are currently employed by
15 Defendant, are returned to the Settlement Administrator as non-delivered and
16 no forwarding address is provided, the Settlement Administrator shall notify
17 Defendant. Defendant will request that the currently employed Aggrieved
18 Employee provide a corrected address, and transmit to the Administrator any
19 corrected address provided by the Aggrieved Employee. Aggrieved
20 Employees who received a re-mailed Aggrieved Employee Payment shall
21 have their one hundred eight (180) day check expiration deadline extended
22 another thirty (30) calendar days.
- 23 6. Expiration. Any checks issued the Aggrieved Employees shall remain valid
24 and negotiable for one hundred and eighty (180) days from the date of their
25 issuance. If an Aggrieved Employee does not cash his or her settlement check
26 within 90 days, the Settlement Administrator will send a letter to such persons,
27 advising that the check will expire after the 180th day, and invite that
28 Aggrieved Employee to request reissuance in the event the check was

1 destroyed, lost or misplaced. In the event an individual Aggrieved Employee
2 Payment check has not been cashed within one hundred and eighty (180) days,
3 all funds represented by such uncashed checks, plus any interest accrued
4 thereon, shall be transmitted to the Controller of the State of California to be
5 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
6 *et seq.*, in the names and corresponding amounts associated with each
7 Aggrieved Employee whose check(s) are cancelled.

8 7. LWDA Payment. The Settlement Administrator shall transmit the LWDA
9 Payment to the LWDA as one lump sum payment, if by check, certified mail
10 return receipt requested to Plaintiff's Counsel, within five (5) calendar days
11 of receiving sufficient funds necessary to pay the same.

12 8. Plaintiff Counsels' Fee and Cost Award. Defendant understands a motion by
13 Plaintiff's Counsel for attorneys' fees not to exceed one-third of the Gross
14 Settlement Amount currently estimated to be Ninety-Four Thousand One
15 Hundred Sixty-Six Dollars (\$94,166.66) plus costs and expenses supported by
16 declaration not to exceed Twenty Thousand Dollars (\$20,000.00), from the
17 Goss Settlement Amount will be filed. Any portion of the requested Plaintiff
18 Counsels' Fee and Cost Award that is not awarded to Plaintiff's Counsel shall
19 be part of the Net Settlement Amount and shall be distributed to the LWDA
20 and the Aggrieved Employees as provided in this Agreement. The Settlement
21 Administrator shall distribute and pay the Plaintiff Counsels' Fee and Cost
22 Award to Plaintiff's Counsel from the Gross Settlement Amount no later than
23 five (5) calendar days after the Funding Date. Plaintiff's Counsel shall be
24 solely and legally responsible to pay all applicable taxes on the payment made
25 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
26 Form 1099 — MISC to Plaintiff's Counsel for the payments made pursuant
27 to this paragraph. In the event that the Court reduces or does not approve the
28 requested Plaintiff Counsels' Fee and Cost Award, Plaintiff and Plaintiff's

Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

9. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$8,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than five (5) calendar days after the Funding Date.

J. Approval Motion. Plaintiff's Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Settlement Approval and Entering Judgment Finally Approving Settlement, within sixty (60) days following the execution of this Agreement.

K. Notice of Settlement to LWDA. In connection with the Motion for Settlement Approval, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an opportunity for Counsel for Defendant to review the Motion for Settlement Approval, including the Order Granting Approval of the Settlement, and Judgment Finally Approving Settlement before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.

O. Judgement Upon Approval. Upon the Court's approval of this Settlement, the Court shall enter the Final Judgment attached hereto as Exhibit B.

P. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

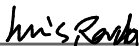
- 1 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement.
- 3 R. Amendment or Modification. This Agreement may be amended or modified only by
4 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 5 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
6 Agreement among these Parties, and no oral or written representations, warranties or
7 inducements have been made to any Party concerning this Agreement or its Exhibit
8 other than the representations, warranties and covenants contained and memorialized
9 in this Agreement and its Exhibit.
- 10 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate
12 this Agreement and to take all appropriate Action required or permitted to be taken by
13 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
14 documents required to effectuate the terms of this Agreement. The persons signing
15 this Agreement on behalf of Defendant represents and warrants that he/she is
16 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
17 warrants that he is authorized to sign this Agreement and that he/she has not assigned
18 any claim, or part of a claim, covered by this Settlement to a third-party.
- 19 U. No Public Comment: The Parties and their counsel agree that they will not issue any
20 press releases, initiate any contact with the press, respond to any press inquiry, or have
21 any communication with the press about the fact, amount or terms of the Settlement
22 Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or
23 any of its terms for any marketing or promotional purposes. Nothing herein will restrict
24 Plaintiff's Counsel from including publicly available information regarding this
25 settlement in future judicial submissions regarding Plaintiff Counsel's qualifications
26 and experience. Further, Plaintiff Counsel will not include, reference or use the
27 Settlement Agreement for any marketing or promotional purposes, either before or
28 after the Motion for Settlement Approval is filed.

- 1 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
2 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 3 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
4 shall be governed by and interpreted according to the laws of the State of California.
- 5 X. Counterparts. This Agreement may be executed in one or more counterparts. All
6 executed counterparts and each of them shall be deemed to be one and the same
7 instrument provided that counsel for the Parties to this Agreement shall exchange
8 among themselves copies or originals of the signed counterparts.
- 9 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
10 is a fair, adequate and reasonable settlement of this Action and have arrived at this
11 Settlement after extensive, non-collusive arms-length negotiations, taking into account
12 all relevant factors, present and potential.
- 13 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
14 respect to the interpretation, implementation and enforcement of the terms of this
15 Agreement and all orders and judgments entered in connection therewith, pursuant to
16 California Code of Civil Procedure Section 664.6, and the Parties and their counsel
17 submit to the jurisdiction of the Court for purposes of interpreting, implementing and
18 enforcing the settlement and all orders and judgments entered in connection with this
19 Agreement.
- 20 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
21 the Court shall first attempt to construe the provisions valid to the fullest extent
22 possible consistent with applicable precedents so as to define all provisions of this
23 Agreement valid and enforceable.
- 24 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
25 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
26 Defendant claims that the Released PAGA Claims have no merit and do not give rise
27 to liability. This Agreement is a compromise of disputed claims. Nothing contained
28 in this Agreement and no documents referred to and no action taken to carry out this

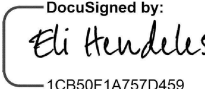
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Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorneys' fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: Jun 27, 2022 
Luis rendon (Jun 27, 2022 14:45 PDT)
LUIS A. RENDON

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 6/16/2022 
1CB50E1A757D459
HEALTHCARE INVESTMENTS, INC. (dba
Rosecrans Care Center)
Eli Hendeles

Printed Name
CFO

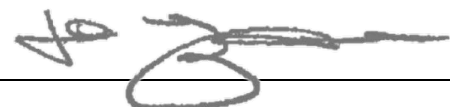
Title

[SIGNATURES CONTINUED]

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: June 27, 2022

JCL LAW FIRM, A.P.C.

4 By: 
5

6 Attorneys for the Plaintiff and the Aggrieved
7 Employees

8 DATED: June 27, 2022

ZAKAY LAW GROUP, A.P.L.C.

9 By: 
10

11 Attorneys for the Plaintiff and the Aggrieved
12 Employees

13 DATED: _____

DE CASTRO LAW GROUP, P.C.

14 By: Jose-Manuel A. de
15 Castro

Digitally signed by Jose-Manuel A.
de Castro
Date: 2022.06.16 17:12:48 -07'00'

16 Attorneys for Defendant
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