RECEIVED
September 25, 2025
B.D.

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JAMIE NGUYEN (SBN 340020)
JUSTICE LAW CORPORATION
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

FILED
Clerk of the Superior Court
OCT 10 2025
B.D.
By: B. Delgado, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CLARA WHITE, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act ("PAGA");

Plaintiff,

v.

JEFFREY PINE HOLDINGS, LLC DBA VILLA LAS PALMAS HEALTHCARE CENTER, a California limited liability company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 37-2023-00050597-CU-OE-CTL

Assigned for All Purposes to:
Honorable Marcella O. McLaughlin
Department C-72

~~[PROPOSED~~] AMENDED ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT OF 2004 (LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT

Hearing Date:	September 12, 2025
Hearing Time:	9:30 a.m.
Hearing Place:	Department C-72
Complaint Filed:	November 20, 2023
Trial Date:	None Set

This matter has come before the Honorable Marcella O. McLaughlin on Plaintiff Clara White's ("Plaintiff") Motion for Approval of Private Attorneys General Act (Labor Code § 2698, *et seq.*) ("PAGA") Settlement Agreement. This Court reviewed the papers submitted by Plaintiff in support of approval of the Settlement Agreement ("Settlement Agreement," "Settlement," and "Agreement") pursuant to Labor Code section 2698, *et seq.* (Private Attorneys General Act of 2004 ("PAGA")). The Settlement Agreement is attached hereto as **Exhibit 1**. Based upon this review, the Court finds good cause to enter this Order.

FINDINGS:

Unless otherwise specified, defined terms in this Order have the same definition as the terms in the Settlement Agreement.

The Court has jurisdiction over the subject matter of this litigation brought by Plaintiff, individually and in the capacity as the private attorney general proxy or agent of the State of California, against Defendant Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center ("Defendant").

Pursuant to Labor Code section 2699.3, on September 12, 2023, Plaintiff submitted a written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant to notify the LWDA and Defendant of the alleged Labor Code violations.

On November 20, 2023, Plaintiff filed this representative PAGA action against Defendant, individually and on behalf of California and all Settlement Group Members.

After engaging in discovery, investigations, and negotiations, on August 13, 2024, the Parties attended mediation that eventually resulted in the settlement of this matter.

The Parties expressly acknowledge that the Settlement Agreement is entered solely for the purpose of compromising the significantly disputed PAGA claim and that nothing contained therein is an admission of liability or wrongdoing by Defendant.

The Court finds that the Settlement Agreement was entered in good faith. The Court also finds that the Parties have satisfied the standards and applicable requirements for the approval of a settlement of the PAGA claim.

/ / /

Pursuant to Labor Code sections 2699(l)(2) and (l)(4), the Court finds the LWDA was given timely notice of the Agreement. On July 8, 2025, Plaintiff submitted a Notice of Settlement to the LWDA, attached to which was a copy of the Agreement.

Having reviewed the evidence and papers submitted and considered any argument of counsel, the Court grants the motion and approves the terms of the settlement as set forth in the Settlement under Labor Code section 2699(l)(2) as fair, adequate, and reasonable.

IT IS ORDERED THAT:

1. The "Settlement Group Members" are defined as all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the period from September 12, 2022, through September 15, 2024 ("Settlement Group," "Settlement Group Members," and "Settlement Period").

2. Phoenix Class Action Administration Solutions is appointed as the Settlement Administrator.

3. Defendant shall pay the Gross Settlement Amount of $235,000 in accordance with the Settlement Agreement.

4. The Court approves the: (a) Attorneys' Fees Award of up to $82,250 (35% of the Gross Settlement Amount) to Plaintiff's Counsel; (b) Litigation Costs Award of $16,875.80 to Plaintiff's Counsel; (c) Enhancement Payment of up to $10,000 to Plaintiff; and (d) Administration Costs of up to $6,250 to the Settlement Administrator, all payable from the Gross Settlement Amount. The Court finds the amounts requested are fair and reasonable.

5. After deducting the above-mentioned payments, the balance of the settlement amount will be $119,624.20 ("PAGA Penalties Fund"). Under the terms of the Settlement Agreement, seventy-five percent (75%) of the PAGA Penalties Fund ($89,718.15) will be paid to the LWDA ("LWDA Payment"), and the remaining twenty-five percent (25%) of the PAGA Penalties Fund ($29,906.05) will be paid to the Settlement Group Members ("Individual Settlement Awards") using the formula set forth in the Settlement Agreement.

6. The Court authorizes the Settlement Administrator to calculate and pay the Individual Settlement Awards in accordance with the terms set forth in the Settlement.

7. Within thirty (30) calendar days of the Effective Date (as defined in the Settlement Agreement), Defendant shall provide the Settlement Administrator a list of Settlement Group Members': (a) Social Security numbers; (b) last known addresses; (c) telephone numbers; and (d) number of pay periods worked during the Settlement Period.

8. Within thirty (30) calendar days of the Effective Date, Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator.

9. Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will disburse the payments set forth herein to the appropriate entities or persons. The Settlement Administrator shall first gain approval of the calculations from all counsel before disbursing payments.

10. Checks sent to Settlement Group Members will remain negotiable for one hundred eighty (180) calendar days after the issuance date ("Check Stale Date"). Any checks sent to Settlement Group Members that are not cashed, deposited, or negotiated after the Check Stale Date will be void and canceled by the Settlement Administrator. The amount of uncashed checks sent to Settlement Group Members will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Settlement Group Member.

11. Any checks sent to the Settlement Group that are returned as undeliverable on or before the Check Stale Date will be sent with seven (7) calendar days via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

12. Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by the Agreement.

13. The Court approves, as to form and content, the explanatory letter to be mailed to the Settlement Group Members attached as **Exhibit A** to the Agreement. Each Individual Settlement Award check will be accompanied by a copy of the explanatory letter to the Settlement Group Members.

14. The Released Parties include Defendant and its former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any ("Released Parties").

15. Upon Defendant's funding of the Gross Settlement Amount to the Settlement Administrator, Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were, or could have been, alleged based on the facts stated in the operative complaint (of this lawsuit) and PAGA Notice that occurred during the Settlement Period.

16. Upon Defendant's funding of the Gross Settlement Amount to the Settlement Administrator, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Settlement Period. Furthermore, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542.

17. Plaintiff's compliance with the notice procedures described in the Settlement Agreement shall constitute due and sufficient notice to the LWDA and shall be deemed to satisfy any requirement of due process.

18. Nothing in this Order or Settlement Agreement shall be construed as evidence of an admission or concession by any of the Parties. This Order and Settlement Agreement only represent a compromise of significantly disputed allegations.

19. Pursuant to Code of Civil Procedure section 664.6, the Court shall fully retain continuing jurisdiction over this matter and the Parties necessary to enforce and effectuate the terms and intent of the Agreement.

20. Plaintiff's Counsel will not seek or be entitled to any attorneys' fees and/or expenses related to the claims encompassed by the Agreement other than those set forth above.

21. Pursuant to Labor Code section 2699(l)(3) and (l)(4), within ten (10) calendar days of entry of this Order, Plaintiff shall provide a copy of this Order to the LWDA.

IT IS SO ORDERED.

Dated: OCT. 10, 2025

HONORABLE MARCELLA O. MCLAUGHLIN
JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") is made and entered by and between Plaintiff Clara White ("Plaintiff") and Defendant Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center ("Defendant") to settle the action entitled *White v. Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center* (Case No. 37-2023-00050597-CU-OE-CTL) ("Lawsuit"). Plaintiff and Defendant are collectively referred to herein as the "Parties", and each may be individually referred to herein as a "Party".

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiff is a former hourly-paid, non-exempt employee of Defendant.

B. Plaintiff contends she suffered one or more violations of the Labor Code during her employment with Defendant and that she is an "aggrieved employee" under Private Attorneys General Act of 2004 ("PAGA").

C. On September 12, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions ("PAGA Notice").

D. On November 20, 2023, Plaintiff filed a representative PAGA action in the Superior Court of California, County of San Diego (Case No. 37-2023-00050597-CU-OE-CTL) ("Lawsuit"). The Lawsuit is predicated on the alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods and rest breaks; (3) failure to timely pay wages during employment; (4) failure to timely pay wages upon termination; (5) failure to provide complete and accurate wage statements; and (6) failure to reimburse business expenses ("PAGA Claims").

E. After engaging in discovery, investigations, and negotiations, on August 13, 2024, the Parties remotely attended mediation with mediator Jeff Winikow. While the Parties did not initially settle at mediation, continued negotiations eventually resulted in a settlement, subject to the Court's approval.

F. Defendant denies all the allegations in the Lawsuit and any contention that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

G. The Parties have each independently analyzed and investigated the facts and law relevant to the Lawsuit. Pursuant to discovery, Defendant produced documents and data, including, but not limited to, information pertaining to the employment policies, practices, and procedures implicated by the PAGA Claims. This included meal and rest breaks, overtime, timekeeping, and payroll policies, sampling of timekeeping and payroll records, wage statements, and summaries of data pertaining to the number of employees allegedly affected by the PAGA Claims. The Parties had ample opportunity to evaluate their positions on the merits of the claims asserted.

In consideration of the promises and agreements contained herein, the Parties agree to seek approval of the following settlement terms:

SETTLEMENT TERMS

1. **Court Approval of the Agreement.** The Parties will present this Agreement to the Court for review and approval via a noticed motion. Plaintiff's Counsel shall prepare and deliver to Defendant's Counsel all documents necessary for obtaining approval of the Settlement, including: (a) draft proposed order granting approval of the Settlement; (b) signed declaration from Plaintiff's Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents, and averring that it is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement; and (c) signed declaration from Plaintiff, identifying any and all facts relevant to any actual or potential conflict of interest with the Settlement Group Members and/or Settlement Administrator, and averring that Plaintiff is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

(a) The Parties are jointly responsible for expeditiously finalizing and filing the motion for approval of the Settlement no later than thirty (30) calendar days after the full execution of the Agreement. Plaintiff's Counsel is responsible for delivering the Court's order granting preliminary approval of the Settlement to the Settlement Administrator.

(b) If the Parties disagree on any aspect of the proposed application or motion for approval of the Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defendant's Counsel shall expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of the Settlement or conditions its approval on any material change to the Agreement, Plaintiff's Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting and conferring in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

2. **Delivery of Agreement to the LWDA.** Plaintiff will cause this Agreement to be concurrently submitted to the LWDA and submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective on the later of the following: (a) within fourteen (14) calendar days after entry of court approval; (b) if there is an objection, intervention, or other procedure that can give rise to an appeal, the expiration of the time to appeal without a timely appeal filed; and (c) if there is a timely appeal, the disposition of the appeal and any further appeal, affirming approval of the Settlement.

4. **No Admission of Liability.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in the Lawsuit. Defendant denies all allegations made by Plaintiff in the Lawsuit and denies that it is liable or owes any damages, penalties, or other compensation or remedies to anyone regarding the PAGA Claims. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims and contends that it complied in all respects with applicable state and federal laws and regulations. Defendant agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

(b) The Parties concur that this Agreement is a settlement document and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. 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 or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. **Settlement Group and Settlement Period.**

(a) **Settlement Group and Settlement Group Members.** This Agreement shall include all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the Settlement Period.

(b) **The Settlement Period.** This Agreement shall cover the period from September 12, 2022, through September 15, 2024.

(i) There will be no right of Settlement Group Members to opt out of or object to the Settlement.

(ii) There will be no reversion to Defendant and no claims process for the Settlement Group Members to receive payment.

(iii) Defendant estimates there are 557 Settlement Group Members that worked around 10,240 pay periods between September 12, 2022, and July 20, 2024.

6. **Settlement Administration.**

(a) The Parties will retain Phoenix Class Action Administration Solutions to serve as the Settlement Administrator.

(b) The Settlement Administrator shall establish a qualified settlement fund pursuant to 26 U.S.C. section 486B, make all payments required by this Agreement, handle all required tax withholding and reporting related thereto to the extent necessary, and issue all appropriate tax forms to Plaintiff, Plaintiff's Counsel, Settlement Group, and LWDA resulting from the settlement payments under this Agreement.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, Defendant shall pay the maximum gross sum of $235,000 ("Gross Settlement Amount") in the manner and method set forth herein. Excluding the Escalator Clause, nothing in this Agreement shall require Defendant to pay, or make Defendant liable for, more than the Gross Settlement Amount to settle the Lawsuit and all claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following: (i) award of attorneys' fees to Plaintiff's Counsel ("Attorneys' Fees Award"); (ii) award of litigation costs and expenses to Plaintiff's Counsel ("Litigation Costs Award"); (iii) enhancement payment to Plaintiff ("Enhancement Payment"); (iv) payment of settlement administration costs to the Settlement Administrator ("Administration Costs"); and (v) payments of civil penalties to the LWDA and Settlement Group ("PAGA Penalties Fund").

(i) **Attorneys' Fees Award.**

(A) Plaintiff's Counsel may submit an application to the Court for the Attorneys' Fees Award not to exceed $82,250 (35% of the Gross Settlement Amount). Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' fees except as provided for in this Agreement.

(B) Any Attorneys' Fees Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all claims Plaintiff may have for attorneys' fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(C) This Agreement is not contingent upon the Court approving an Attorneys' Fees Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve an Attorneys' Fees Award that is less than the amount set forth herein. The Court's refusal to approve the requested Attorneys' Fees Award does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Attorneys' Fees Award is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Attorneys' Fees Award. Any difference between the requested Attorneys' Fees Award and Court-approved Attorneys' Fees Award will become part of the PAGA Penalties Fund.

(E) Plaintiff's Counsel releases the Released Parties from all claims for attorneys' fees and costs incurred to prosecute the Lawsuit or incurred in relation to the Lawsuit or PAGA Notice.

(ii) **Litigation Costs Award.**

(A) Plaintiff's Counsel may submit an application to the Court for the Litigation Costs Award as reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with the Lawsuit not to exceed $20,000. Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' costs except as provided for in this Agreement.

(B) Any Litigation Costs Award approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Court approving a Litigation Costs Award in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve a Litigation Costs Award that is less than the amount set forth herein. The Court's refusal to approve the requested Litigation Costs Award amount does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Litigation Costs Award is not approved by the Court, only the approved amount shall be paid, and payment of that amount shall constitute full satisfaction of Defendant's obligations with respect to the Litigation Costs Award. Any difference between the requested Litigation Costs Award and Court-approved Litigation Costs Award will become part of the PAGA Penalties Fund.

(iii) **Enhancement Payment.**

(A) Plaintiff may submit an application to the Court for the Enhancement Payment not to exceed $10,000 for the time, effort, and risk undertaken in bringing this Lawsuit. Defendant will not oppose or object to this application.

(B) This Agreement is not contingent upon the Court approving the Enhancement Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Enhancement Payment in an amount less than the amount set forth herein. The Court's refusal to approve the Enhancement Payment as requested herein does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(C) If any portion of the Enhancement Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Any difference between the requested Enhancement Payment and Court-approved Enhancement Payment will become part of the PAGA Penalties Fund.

(iv) **Administration Costs.**

(A) Subject to approval by the Court, the Administration Costs currently estimated at $7,500 will be paid out of the Gross Settlement Amount to cover the costs of the settlement administration process.

(B) Any Administration Costs approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of any settlement administration costs.

(C) This Agreement is not contingent upon the Court approving Administration Costs in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Costs in an amount that is less than the amount set forth herein. The Court's refusal to approve the Administration Costs requested does not give Plaintiff, Settlement Group, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Administration Costs set forth herein is not approved by the Court, no more than the approved amount shall be paid to the Settlement Administrator out of the Gross Settlement Amount. Any difference between the requested Administration Costs and Administration Costs approved by the Court will become part of the PAGA Penalties Fund.

(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the deduction of the Attorneys' Fees Award, Litigation Costs Award, Enhancement Payment, and Administration Costs are paid shall be designated as the PAGA Penalties Fund from which payments deemed to constitute full and complete satisfaction of any and all claims in the Lawsuit for civil penalties under PAGA shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** Seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA for enforcement of labor laws, including the administration of PAGA and for education of employers and employees about their rights and responsibilities under the Labor Code.

(B) **Individual Settlement Awards.** Twenty-five percent (25%) of the PAGA Penalties Fund shall be designated as the Net Settlement Amount and will be paid to the Settlement Group on a pro-rata basis. Each Settlement Group Member will receive a pro-rata share of the Net Settlement Amount based on the total number of pay periods the Settlement Group Member worked for Defendant during the Settlement Period.

(C) The Individual Settlement Award that each Settlement Group Member is entitled to receive will be determined by using the following formula:

(1) Individual Settlement Award = Net Settlement Amount x (total number of pay periods worked by the Settlement Group Member ÷ total number of pay periods worked by all Settlement Group Members).

(c) **Tax Allocation.**

(i) **Payments to Plaintiff's Counsel.** The Settlement Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with its Attorneys' Fees Award and Litigation Costs Award.

(ii) **Payments to the LWDA.** The seventy-five percent (75%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iii) **Payments to the Settlement Group.** An IRS Form 1099 will be issued to each Settlement Group Member in connection with their Individual Settlement Award if it is $600 or more.

(d) **Tax Indemnification.** Plaintiff, Plaintiff's Counsel, Settlement Group, and applicable governmental authorities (including the LWDA) are solely responsible for all tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and payment of the amounts set forth herein. Neither Defendant nor Defendant's counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

(e) **No Effect on Employee Benefits.** The payments made to Settlement Group Members herein shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Group Members may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Settlement Group.

8. **Distribution of Settlement Payments.**

(a) **List of Settlement Group Members**. Within thirty (30) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator with a list of Settlement Group Members': (i) Social Security numbers; (ii) last known addresses; (iii) telephone numbers; and (iv) number of pay periods worked during the Settlement Period. Defendant agrees to consult with the Settlement Administrator as required to provide the list in a reasonably acceptable format for the performance of the Settlement Administrator's duties. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the Settlement Administration process.

(b) **Funding the Gross Settlement Amount.** Within thirty (30) calendar days of the Effective Date, Defendant shall deposit the Gross Settlement Amount into the qualified settlement fund created by the Settlement Administrator.

(c) **Disbursing the Payments.** Within fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Settlement Administrator will disburse the payments set forth herein to the appropriate entities or persons. The Settlement Administrator shall first gain approval of the calculations from all counsel before disbursing payments.

(d) **Payment of Individual Settlement Awards.**

(i) Individual Settlement Awards will be paid in the form of a check to be delivered to each Settlement Group Member at their last known address, via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 calendar days after the date of mailing) when the check will be voided. Before mailing any checks, the Settlement Administrator must update the respective recipients' mailing addresses using the National Change of Address Database. Each Individual Settlement Award will be accompanied by an explanatory letter substantially in the form attached hereto as **Exhibit A**.

(ii) Checks sent to Settlement Group Members will remain negotiable for one hundred eighty (180) calendar days after the issuance date ("Check Stale Date"). Any checks sent to Settlement Group Members that are not cashed, deposited, or negotiated after the Check Stale Date will be void. The Settlement Administrator shall cancel all checks not cashed by the Check Stale Date. The amount of uncashed checks sent to Settlement Group Members will be directed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the Settlement Group Member.

(iii) Any checks sent to the Settlement Group that are returned as undeliverable on or before the Check Stale Date will be sent with seven (7) calendar days via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Settlement Group Member who cannot be located after the above procedures are followed will continue to be bound by this Agreement.

9. **Release.**

(a) **Released Parties.** The Released Parties include Defendant and its former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

(b) **Release of PAGA Claims.** Upon Defendant's funding of the Gross Settlement Amount to the Settlement Administrator, Plaintiff, LWDA, and all Settlement Group Members are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were, or could have been, alleged based on the facts stated in the operative complaint (of this Lawsuit) and PAGA Notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

(c) Plaintiff's General Release and Waiver of Rights Under Civil Code Section 1542. Upon Defendant's funding of the Gross Settlement Amount to the Settlement Administrator, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties from all claims, transactions, or occurrences that occurred during the Settlement Period, including, but not limited to: (i) all claims that were, or could have been, alleged based on the facts contained in the operative complaint; and (ii) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice ("Plaintiff's General Release"). Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Settlement Period. Plaintiff acknowledged that she may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true but agrees that Plaintiff's General Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.

For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Civil Code section 1542, which provides:

> **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.**

10. **Confidentiality.** Prior to filing the necessary documents to grant this Agreement, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, Agreement terms, and alleged factual basis for Plaintiff's claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or otherwise publicize the settlement or communicate its terms in public or in private unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Action only by name and case number in a declaration establishing adequacy as class or representative counsel.

11. **Waiver of Appeal Rights.** By accepting this Settlement and upon the Court granting approval of the settlement, Plaintiff and Plaintiff's Counsel waive any and all rights they may have to appeal any judgment, ruling, or order made by the Court, including any order granting approval of this Settlement or dismissing this Lawsuit. This includes all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until the appeal is finally resolved and approval becomes final.

12. **Acknowledgement of Fair and Reasonable Settlement.** The Parties have arrived at this Agreement after arm's-length negotiations between experienced counsel. Each of the Parties acknowledges, agrees, and believes that this Agreement is a fair, adequate, and reasonable settlement. The Parties acknowledge that they are each represented by competent counsel and that they have each had the opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that they have investigated the facts relevant to this Agreement and all matters pertaining thereto to the extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of mutual risks and costs of further litigation and assessments of their counsel.

13. **Duty to Cooperate.** Each Party agrees that they will abide by this Agreement and that the Parties and their counsel will cooperate to effect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach an agreement on the form or content of any document needed to implement the Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek assistance of the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

14. **Governing Law and Interpretation.** This Agreement shall be governed by the laws of the State of California. The Agreement shall be interpreted per the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule that provides that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

15. **Defendant's Option to Revoke.** If the settlement, or any terms therein, is modified, vacated, altered, or becomes otherwise subject to challenge by law, including, but not limited to, any law that became effective after the execution of this Agreement, so that this Agreement is not approved by the Court in its entirety and the intent of the Parties cannot be accomplished after jointly taken efforts to enforce it have been exhausted, Defendant shall have the option to revoke this Agreement at its sole discretion.

16. **Discovery of Documents and Information.** Plaintiff and Plaintiff's Counsel agree that they will destroy all documents and information provided to them by Defendant during this Lawsuit within sixty (60) calendar days after completion of the administration of the Settlement. Plaintiff's Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than settlement of this Lawsuit.

17. **Authority to Enter the Agreement.** Each Party represents and warrants that they have the right and authority to execute this Agreement. It is agreed that the Settlement Group Members are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed that this Agreement may be executed on behalf of the Settlement Group Members by Plaintiff and Plaintiff's Counsel.

18. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate its terms.

19. **Severability.** If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified minimally, as necessary, to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission, scanned e-mail transmission, and electronic signatures have the same force, validity, and effect as original signatures.

21. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

22. **Nullification of Agreement.** If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Agreement had never been entered into. If any settlement administration costs are due and payable, the Parties agree to split those costs.

23. **Ownership of Claims.** The Parties represent that they have not transferred, assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

24. **Continuing Jurisdiction of the Court.** Under Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

25. **Amendment and Modification.** This Agreement may not be modified, altered, or changed, except by a written instrument approved by the Court, signed by either the Parties or their successors-in-interest or counsel for all Parties.

26. **Admissibility of Agreement.** Pursuant to Evidence Code section 1123, the Parties agree that this Agreement is admissible to prove up and/or enforce the terms of the Agreement as set forth herein.

27. **No Representations.** Except as expressly set forth herein, the Parties acknowledge that no representation of any kind or character has been made to induce the execution of this Settlement Agreement.

28. **Attorneys' Fees.** Except as set forth in this Agreement, each side shall bear their own costs and attorneys' fees.

29. **Escalator Clause.** If it is determined that the number of pay periods within the Settlement Period exceeds 10,240 by more than 10% (*i.e.*, exceeding 11,264 pay periods), then the Gross Settlement Amount shall increase proportionally over the 10% increase (*i.e.*, if the pay periods exceed 10,240 by 12%, the Gross Settlement Amount shall increase by 2%).

30. **Use and Return of the Settlement Group Members Data.** Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Settlement Group Members data provided to Plaintiff's Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and for 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 ninety (90) calendar days after the Settlement Administrator discharges its obligations to pay out all settlement funds, Plaintiff shall destroy all paper and electronic versions of the Settlement Group Member data received from Defendant unless, prior to the Settlement Administrator's payment of all settlement funds, Defendant makes a written request to Plaintiff's Counsel for the return, rather than the destruction, of the Settlement Group Members data.

* * *

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

Dated: ___________________

Clara White

By: ____

Dated: ___________________

Justice Law Corporation [Approving as to Form Only]

By: ____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Jamie Nguyen, Esq.
Attorneys for Plaintiff

Dated: ___________________

Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center

By: ____
On behalf of Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center

Dated: April 14, 2025

Fisher & Phillips LLP [Approving as to Form Only]

By: ____
Grace Horoupian, Esq.
Anurita Varma, Esq.
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

Dated: ____________________ **Clara White**

By: ____________________________________

Dated: ____________________ **Justice Law Corporation [Approving as to Form Only]**

By: ____________________________________
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Jamie Nguyen, Esq.
Attorneys for Plaintiff

Dated: 4/10/25 **Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center**

By: ____________________________________
On behalf of Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center

Dated: ____________________ **Fisher & Phillips LLP [Approving as to Form Only]**

By: ____________________________________
Grace Horoupian, Esq.
Anurita Varma, Esq.
Attorneys for Defendant

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement and Release by affixing their signatures below.

Dated: 04/22/2025

Clara White

By: ______________________

Dated: 04/22/2025

Justice Law Corporation [Approving as to Form Only]

By: ______________________
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Jamie Nguyen, Esq.
Attorneys for Plaintiff

Dated: ______________________

Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center

By: ______________________
On behalf of Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center

Dated: ______________________

Fisher & Phillips LLP [Approving as to Form Only]

By: ______________________
Grace Horoupian, Esq.
Anurita Varma, Esq.
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

White v. Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center
Superior Court of California, County of San Diego
Case No. 37-2023-00050597-CU-OE-CTL

Dear [Settlement Group Member's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of San Diego, entitled *White v. Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center* (Case Number 37-2023-00050597-CU-OE-CTL) ("Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, reasons why you are receiving the enclosed settlement check, and the effect of the settlement on your legal rights.

I. The Lawsuit

On November 20, 2023, Plaintiff Clara White ("Plaintiff"), a former employee of Defendant Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center ("Defendant"), commenced this Lawsuit by filing a complaint pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of San Diego, on behalf of the State of California and all current or former hourly-paid or non-exempt employees of Defendant who worked for Defendant in the State of California at any time during the period from September 12, 2022, through September 15, 2024 ("Settlement Group," "Settlement Group Members," and "Settlement Period").

In the Lawsuit, Plaintiff claimed Defendant owed civil penalties under PAGA to Plaintiff and Settlement Group Members for alleged violations of the Labor Code. Defendant denies that it violated the Labor Code, denies the allegations in the operative complaint, and denies all liability under PAGA to Plaintiff, Settlement Group Members, and State of California.

The merits of the Lawsuit have not been determined. On __________, the Court approved a settlement of the Lawsuit that Defendant entered to avoid the costs and disruption of litigation.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Court involves payment of civil penalties. In accordance with PAGA, seventy-five percent (75%) of the civil penalties paid under the settlement goes to the California Labor and Workforce Development Agency ("LWDA"). The remaining twenty-five percent (25%) of the civil penalties paid under the settlement will be distributed to all Settlement Group Members. The enclosed settlement check is being sent to you because you have been identified as a Settlement Group Member.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of pay periods you worked for Defendant during the Settlement Period relative to all other Settlement Group Members.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing. If your settlement check is not cashed, deposited, or negotiated within this timeframe, it will be voided. The uncashed amount will then be directed to the California State Controller for deposit in the Unclaimed Property Fund in your name.

IV. Consequences of the Settlement

The Lawsuit was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

As a result of this settlement, Plaintiff, LWDA, and you are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were, or could have been, alleged based on the facts stated in the operative complaint (of this Lawsuit) and PAGA Notice that occurred during the Settlement Period. These claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

The Released Parties include Defendant and its former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

V. Taxation of Your Individual Settlement Award

If your Individual Settlement Award is $600 or more, you will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed check. However, you are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed check, you should direct them to your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Court about this letter, settlement, settlement check sent to you, or Lawsuit in general. If you have questions about this letter, settlement, settlement check sent to you, or Lawsuit in general, you may contact the Settlement Administrator ____________ at ____________.

Dated: INSERT DATE

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On September 25, 2025, I served the foregoing documents described as

[PROPOSED] AMENDED ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT OF 2004 (LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT.

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

Grace Horoupian (ghoroupian@fisherphillips.com)
Adriana Miranda (amiranda@fisherphillips.com)
Jessica Zepeda (jzepeda@fisherphillips.com)
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, CA 92614

Attorney(s) for Defendant Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center

[X] BY E-MAIL
The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 25, 2025, at Pasadena, California.

Christina Castro

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is ccastro@justicelawcorp.com

On October 27, 2025, I served the foregoing document described as

AMENDED ORDER GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT OF 2004 (LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT

for the following case:	**White v. Jeffrey Pine Holdings, LLC dba Villa Las Palmas Healthcare Center**
LWDA/Court Case No.:	**LWDA Case No.: LWDA-CM-981171-23** **Court Case No.: 37-2023-00050597-CU-OE-CTL** **San Diego County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 27, 2025, at Pasadena, California.

Christina Castro