

STIPULATION RE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Plaintiff Alexander L. Rangel (“Plaintiff”), for himself and on behalf of all allegedly aggrieved employees and as proxies of the State of California, on the one hand, and Defendants San Marcos Operating Company, LP DBA Village Square Healthcare Center and Mariner Health Central, Inc. (together, “Village Square” or “Defendants”), on the other hand (collectively, the “Parties” and each individually a “Party”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) under the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

RECITALS

WHEREAS, on September 1, 2023, Plaintiff Rangel submitted a notice to the California Labor & Workforce Development Agency (“LWDA”) pursuant to Section 2699.3(a)(1) of the PAGA, alleging that Village Square violated provisions of the California Labor Code as to him and other allegedly aggrieved employees;

WHEREAS, on November 7, 2023, Plaintiff filed a PAGA-only action against Village Square in San Diego County Superior Court (the “Action”);

WHEREAS, on May 9, 2025, the Parties participated in a full-day mediation with mediator Michael Ludwig, Esq., but did not reach a settlement;

WHEREAS, prior to the mediation, Village Square provided Plaintiff, through informal discovery, various documents and information that allowed both sides to evaluate the potential exposure and potential risks in the Action;

WHEREAS, after the mediation, Mr. Ludwig continued to facilitate arms-length settlement negotiations between the Parties, including issuing a mediator’s proposal on September 8, 2025, which resulted in the Parties subsequently reaching a settlement;

WHEREAS, the LWDA has provided no response to Plaintiff’s PAGA notice to the LWDA, and, therefore, Plaintiff was authorized to proceed under California Labor Code Section 2699.3 and enter into this Settlement Agreement on behalf of all allegedly aggrieved employees and as proxies of the State of California;

WHEREAS, Village Square does not admit and specifically denies any liability or wrongdoing and is entering into this Settlement for the sole purpose of avoiding the time and expense incident to protracted litigation;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

1. **“Action”** means the actions entitled *Alexander Rangel v. San Marcos Operating Company, LP, et al.*, San Diego Superior Court Case No. 37-2023-00048653-CU-OE-CTL, LWDA Case No. 979127-23.

2. **“Attorneys’ Fees and Costs”** means attorneys’ fees and reasonable costs sought by Plaintiff’s Counsel for litigation and resolution of the Action, and all reasonable costs incurred and to be incurred by Plaintiff’s Counsel in the Action. Plaintiff’s Counsel will request attorneys’ fees in the amount of One Hundred Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$113,750.00) (i.e., thirty-five percent (35%) of the Total Settlement Amount), plus reasonable actual out-of-pocket costs of not more than \$8,000.00.

3. **“Court”** means the California Superior Court for the County of San Diego.

4. **“Effective Date”** means the later of either: (i) the date upon which the Court enters an order granting approval of the Settlement; or (ii) if Plaintiff’s Counsel appeals any reduction to the Attorneys’ Fees and Costs in accordance with Paragraph 48 then five (5) days from the final resolution of such appeal, or from the expiration date of the time for filing or noticing any such appeals, provided that the Settlement is finally approved.

5. **“Enhancement Payment”** means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of PAGA Settlement Group Members.

6. **“Individual PAGA Payment(s)”** means that portion of the PAGA Settlement Fund to be paid to each of the PAGA Settlement Group Members. Pursuant to PAGA, Twenty-Five Percent (25%) of the PAGA Settlement Fund will be paid to all PAGA Settlement Group Members in *pro rata* shares.

7. **“LWDA Payment”** means the portion of the PAGA Settlement Fund to be paid to the LWDA. Pursuant to PAGA, Seventy Five Percent (75%) of the PAGA Settlement Fund will be paid to the LWDA.

8. **“PAGA Settlement Fund”** means the total sum available for payment to the PAGA Settlement Group Members and the LWDA. The PAGA Settlement Fund will be calculated by deducting the (a) Attorneys’ Fees and Costs, (b) Enhancement Payment, and (c) Settlement Administration Costs from the Total Settlement Amount.

9. **“PAGA Settlement Group Members”** means all persons who were employed in non-exempt positions at Village Square at any time during the Settlement Period of September 3, 2022 through May 9, 2025. Plaintiff’s Counsel represents that the PAGA Settlement Group Members include all of Plaintiff’s Counsel’s clients who have asserted claims (or intend to assert claims) against Village Square.

10. **“PAGA Settlement Group Members List”** means a complete list of all PAGA Settlement Group Members that Village Square has compiled from its records. The PAGA Settlement Group Members List will be formatted in Microsoft Office Excel and will include each PAGA Settlement Group Member’s full name, Social Security number, last known mailing address, telephone number, if any, contained in Village Square’s Human Resources personnel records, and

total number of pay periods worked during the Settlement Period according to Village Square's records.

11. **"PAGA Settlement Group Members' Released Claims"** means all claims and/or causes of action for PAGA civil penalties based on the facts alleged in the Action that arose during the Settlement Period, including any rights, demands, penalties, costs, and attorneys' fees arising from or based on such a claim under PAGA, including but not limited to claims based on alleged violations of Labor Code §§ 201, 202, 203, 204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2810.5.

12. **"Plaintiff's Counsel"** means Christina M. Lucio, Mitchell J. Murray, and Nicholas W. Schieffelin of EmpLaw, LLP.

13. **"Plaintiff"** means Plaintiff Alexander L. Rangel.

14. **"Released Parties"** means Village Square; any of its former and present parents, subsidiaries, holding companies, investors, sister and affiliated companies, divisions, and other related entities, as well as its and their successors, predecessors, shareholders, officers, directors, partners, assigns, agents, employees, principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers, employee benefit plans, and representatives, both individually and in their official capacities, past or present, as well as all persons acting by, through, under, or in concert with any of these persons or entities, including but not limited to entities holding ownership interests in Village Square in California. This Settlement Agreement shall inure to the benefit of and shall be binding and enforceable by all such entities and individuals.

15. **"Settlement Administrator"** means APEX Class Action LLC, or any other third-party settlement administrator chosen by Plaintiff's Counsel, subject to approval by Village Square, and approved by the Court for purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

16. **"Settlement Administration Costs"** means the costs payable to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, issuing Form 1099s to the PAGA Settlement Group Members, including Plaintiff, tax reporting, distributing the Total Settlement Amount, and providing necessary reports and declarations, as may be requested by the Parties. The Settlement Administration Costs will be paid from the Total Settlement Amount. The Parties estimate that the Settlement Administration Costs will be \$6,250.00.

17. **"Settlement Period"** means the period from September 3, 2022 through May 9, 2025.

18. **"Total Settlement Amount"** means the non-reversionary gross sum of Three Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00), to be paid by Village Square in full satisfaction of all PAGA Settlement Group Members' Released Claims and Plaintiff's Released Claims. The Total Settlement Amount includes all Individual PAGA Payments, Enhancement Payment, Attorneys' Fees and Costs, the LWDA Payment, and Settlement

Administration Costs. In no event will Village Square be liable for more than the Total Settlement Amount.

TERMS OF AGREEMENT

19. **Settlement Procedure.** The Parties agree to present the Settlement to the Court for review and approval. The Parties agree that the Court shall have the authority to review and approve or reject this Settlement Agreement. *See* Cal. Lab. Code § 2699(s)(2).

Plaintiff's Counsel will use best efforts to obtain the earliest available hearing date for a Motion for Court Approval of the Settlement. Not later than sixteen (16) court days prior to the hearing on Plaintiff's Motion for Court Approval of the Settlement Agreement, the Parties will jointly submit the Settlement Agreement to the Court. The Parties will request that the Court not issue any decision regarding the approval of this Settlement Agreement until at least sixteen (16) court days following the submission of this Settlement Agreement to the Court and the LWDA (pursuant to Section 39) to provide the LWDA sufficient opportunity to review and respond to the Settlement Agreement, if it so chooses.

Plaintiff's Counsel will be responsible for drafting and submitting the motion for approval of this Settlement Agreement. Plaintiff's Counsel will provide counsel for Village Square with a draft of the motion and proposed order/judgment at least fourteen (14) calendar days prior to the filing deadline. If the Parties disagree on any aspect of the proposed motion and/or the proposed order/judgment, Plaintiff's Counsel and counsel for Village Square will expeditiously work together on behalf of the Parties in good faith to resolve the disagreement. Except as provided herein, the Court's order shall be binding on the Parties, and the Parties agree to waive any appeals.

20. **Attorneys' Fees and Costs.** Village Square agrees not to challenge or otherwise oppose Plaintiff's Counsel's request for attorneys' fees and costs of not more than One Hundred Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$113,750.00) (i.e., thirty-five percent (35%) of the Total Settlement Amount), plus reasonable actual out-of-pocket costs of not more than \$8,000.00.

21. **Acknowledgement by Plaintiff.** Plaintiff acknowledges and agrees that: (i) this Settlement may result in taxable income to Plaintiff under applicable federal, state and local tax laws; (ii) Village Square is providing no tax, accounting or legal advice to Plaintiff, and makes no representations regarding any tax obligations or tax consequences on Plaintiff's part relating to or arising from this Settlement Agreement; (iii) Plaintiff shall be solely responsible for all taxes, including, without limitation, all federal, state and local taxes, and all tax liens or claims against Plaintiff that may arise from this Settlement Agreement, and Plaintiff shall not seek any indemnification from Village Square with respect thereto; and, (iv) Plaintiff has been advised that Village Square must comply with its obligations to make reports of such taxable income to the appropriate federal, state and local tax authorities, and to issue IRS Form 1099s as appropriate.

22. **Cooperation.** The Parties agree to cooperate in the administration of the Settlement and make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement.

23. **Delivery of PAGA Settlement Group Members List.** Within fifteen (15) calendar days of the Effective Date, Village Square will provide the Settlement Administrator the PAGA Settlement Group Members List.

24. **Funding of the Settlement.** Village Square will fund the Settlement in six (6) installments. Within fifteen (15) business days after the Effective Date, Village Square will deposit the fifty-four thousand one hundred sixty-six dollars and seventy cents (\$54,166.70) into the qualified settlement fund to be established by the Settlement Administrator entitled “*Rangel* PAGA Settlement Fund.” After Village Square deposits the initial payment into the qualified settlement fund, it will deposit fifty-four thousand one hundred sixty-six dollars and sixty-six cents (\$54,166.66) into the qualified settlement fund every thirty (30) days thereafter for the subsequent five months until the Settlement is fully funded. Within fourteen (14) calendar days of the full funding of the Settlement, the Settlement Administrator will issue payments to: (a) PAGA Settlement Group Members; (b) the LWDA; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The Settlement Administrator, and not Village Square, will be responsible for issuing to PAGA Settlement Group Members, Plaintiff, and Plaintiff’s Counsel any Form 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

25. **Settlement Payments to PAGA Settlement Group Members.**

- a. The Settlement Administrator will issue to each PAGA Settlement Group Member a check for his or her Individual PAGA Payment along with an explanatory letter, which is attached as **Exhibit A** to this Agreement. The PAGA Settlement Group Members’ share of the PAGA Settlement Fund shall be paid *pro rata* based on the number of pay periods the PAGA Settlement Group Member worked during the Settlement Period.
- b. Prior to mailing, the Settlement Administrator will perform a search through the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address provided, if any. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the PAGA Settlement Group Member involved, and will then perform a single re-mailing. Checks will remain negotiable for one hundred eighty (180) days.
- c. None of the Total Settlement Amount will revert to Village Square or any Released Parties. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be void and those amounts will be used to offset any outstanding costs of Settlement Administration. If after making any such payments additional funds remain, they will be tendered to the State Bar of California Justice Gap Fund.

- d. All Individual PAGA Payments to PAGA Settlement Group Members will be treated as miscellaneous income for which an IRS Form 1099 will be issued. No person or entity shall have any claim against Village Square, Village Square's Counsel, the Released Parties, Plaintiff, any PAGA Settlement Group Member, Plaintiff's Counsel, or the Settlement Administrator based upon distributions and payments made in accordance with this Agreement.

26. **Plaintiff's Enhancement Payment.** Plaintiff will request, and Village Square will not oppose, a reasonable enhancement payment not to exceed a total of Five Thousand Dollars (\$5,000) for his time and effort in bringing and prosecuting the Action. The Parties agree that a decision by the Court to award Plaintiff an amount less than the amount stated above shall not be a basis for Plaintiff to void this Settlement Agreement. The Settlement Administrator shall issue a Form 1099 for the Enhancement Payment. Any amount awarded for an Enhancement Payment to Plaintiff less than the amount listed above will result in the non-awarded funds being part of the PAGA Settlement Fund, available for distribution to the LWDA and the PAGA Settlement Group Members.

Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on his Enhancement Payment and shall hold harmless Village Square, Village Square's Counsel, the Released Parties, Plaintiff's Counsel, and the Settlement Administrator from any claim or liability for taxes, penalties, or interest arising as a result of the payment. Village Square and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for herein, and Plaintiff is not relying on any statement or representation by Village Square or Plaintiff's Counsel in this regard.

27. **Certification of Completion.** Upon completion of administration of the Settlement, the Settlement Administrator will provide to the Court and counsel for all Parties a written declaration under oath to certify such completion.

28. **PAGA Release; Settlement Terms Bind All PAGA Settlement Group Members.** Except as provided for in this Settlement Agreement, Plaintiff, on behalf of himself and all PAGA Settlement Group Members, and as proxy of the State of California, hereby release, waive and forever discharge the Released Parties from the PAGA Settlement Group Members' Released Claims (as defined above). Upon Village Square's funding of the Total Settlement Amount, Plaintiff, all PAGA Settlement Group Members, and the State of California, will be bound by the Court's order granting approval of the Settlement and will be forever barred from pursuing any of the PAGA Settlement Group Members' Released Claims against any of the Released Parties.

29. **Escalator Provision.** Village Square estimates that the number of Pay Periods worked by PAGA Settlement Group Members during the Settlement Period is 10,468 pay periods. In the event the number of pay periods during the Settlement Period exceeds 11,515 (i.e., 10% more than the estimate), the Total Settlement Amount shall increase by \$18.50 for each additional pay period in excess of 11,515 pay periods. For example, if the actual number of pay periods is 11,516, the Total Settlement Amount will increase by \$18.50 (e.g., 1 excess pay periods x \$18.50), for a Total Settlement Amount of \$325,018.50.

30. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION 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 WILL 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.

31. **No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

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

33. **Termination of Settlement Agreement.** Plaintiff and Village Square will each have the right to unilaterally terminate this Settlement Agreement by providing written notice of their election to do so (“Termination Notice”) to all other Parties hereto within ten (10) business days of any of the following occurrences; provided, however, that the Parties agree to cooperate in good faith to address any issues the Court raises in connection with issuing approval of the Settlement:

- a. the Court rejects, materially modifies, materially amends or changes, or declines to issue an order approving the Settlement Agreement (“Order”) and the Parties are not permitted to remedy any deficiencies the Court identifies;

- b. an appellate court reverses the Order, and the Settlement Agreement is not reinstated without material change by the Court on remand; or
- c. any court incorporates terms into, or deletes or strikes terms from, or modifies, amends, or changes the Order, or the Settlement Agreement in any way that Plaintiff or Village Square reasonably consider material, unless the modification or amendment is accepted in writing by all Parties, except that, as provided above, the Court's refusal to approve the total amounts requested for the Attorneys' Fees and Costs and Enhancement Payment will not be a basis to terminate the Settlement Agreement.

34. **Submission of Settlement Agreement to LWDA.** Plaintiff agrees to submit this Settlement Agreement to the LWDA at the time that it is submitted to the Court for approval with a copy via e-mail to counsel for Village Square, Andrew J. Sokolowski, at asokolowski@ohaganmeyer.com.

35. **Order and Continued Jurisdiction.** Notwithstanding the issuance of the Order, and to the extent permitted by law, after entry of the order, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-order matters as may be appropriate as set forth in this Settlement Agreement.

36. **Exhibits Incorporated by Reference.** The terms of this Settlement Agreement include the attached Exhibit, which is incorporated by this reference as though fully set forth herein. The Exhibit to this Settlement Agreement is an integral part of the Settlement.

37. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

38. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement.

39. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

40. **Execution and Counterparts.** This Settlement Agreement is subject to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

41. **Governing Law.** All matters relating to or arising out of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

42. **Acknowledgement that the Settlement Is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel and mediator Michael Ludwig. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

43. **Waiver of Appeals.** The Parties agree to waive their right to appeal or seek other judicial review of any award that is materially consistent with the terms of this Settlement Agreement; except that Plaintiff's Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court.

44. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to deem all provisions of this Settlement Agreement valid and enforceable.

45. **Captions.** The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

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

47. **Enforcement Action.** Per Section 35, the Court shall retain continuing jurisdiction for addressing any dispute relating to the enforcement of the terms of the Settlement. In the event that one or more of the Parties institutes any action with the Court to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party will be entitled to recover from the unsuccessful Party reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

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

50. **No Admission of Liability.** The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of the Released Parties. In entering into this Settlement, Village Square does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; engaged in any other unlawful conduct with respect to its employees; or that a trial relating to the Actions would be manageable. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, may be construed as, or may be used as an admission, concession or indication by or against Village Square of any fault, wrongdoing or liability whatsoever. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding with the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any order of the Court entered into in connection therewith.

51. **No Media Statements.** The Parties and their Counsel agree that they will not issue or make any press release or press statement, respond to any press inquiry, or initiate or respond to media coverage or other publicity regarding Village Square, the Released Parties, or this Settlement Agreement, nor post any notice on any website related to the Settlement Agreement, nor otherwise publicize the Settlement. However, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as Plaintiff's counsel in other actions, or for purposes of seeking court approval of comparable wage and hour settlements, Plaintiff's Counsel may disclose all information available in the public venue about the Action and Settlement in court filings.

52. **Recitals.** The recitals to this Settlement Agreement are hereby deemed incorporated into this Settlement Agreement.

53. **Severability.** Should any court declare or determine any provision of this Settlement Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

WHEREFORE, the Parties hereto have caused this Settlement Agreement to be signed.

Dated: 02/25/26

Alexander L Rangel
Alexander L Rangel (Feb 25, 2026 14:04:37 PST)
Alexander L. Rangel

Dated: _____

San Marcos Operating Company, LP

By: Dennis Sarcauga
Its: President and authorized representative

Date: _____

Mariner Health Central, Inc.

By: Devin Ehrlich
Its: Vice President and authorized representative

APPROVED AS TO FORM
EmpLaw, LLP

Dated: February 25, 2026

Christina Lucio
Christina Lucio
Mitchell Murray
Nicholas Schieffelin
Attorneys for Alexander L. Rangel

O'Hagan Meyer LLP

Dated: _____

Andrew J. Sokolowski
Attorneys for Defendants San Marcos Operating Company, LP and
Mariner Health Central, Inc.

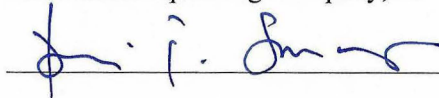
WHEREFORE, the Parties hereto have caused this Settlement Agreement to be signed.

Dated: _____

Alexander L. Rangel

Dated: 2/27/26

San Marcos Operating Company, LP



By: Dennis Sarcauga
Its: President and authorized representative

Date: 7/9/26

Mariner Health Central, Inc.



By: Devin Ehrlich
Its: Vice President and authorized representative

APPROVED AS TO FORM

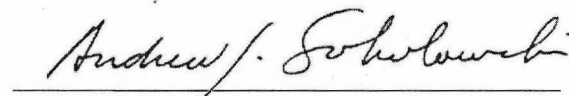
EmpLaw, LLP

Dated: _____

Christina Lucio
Mitchell Murray
Nicholas Schieffelin
Attorneys for Alexander L. Rangel

O'Hagan Meyer LLP

Dated: February 18, 2026



Andrew J. Sokolowski
Attorneys for Defendants San Marcos Operating Company, LP and
Mariner Health Central, Inc.