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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JOSIE NAJERA, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiff,

v.

LA COSTA GLEN CARLSBAD CCRC LLC; and DOES 1 through 25, inclusive,

Defendants.

CASE NO.: 37-2024-00013030-CU-OE-CTL

Assigned for all purposes to the Honorable Katherine Bacal, Dept. C-63

DECLARATION OF DANIELLE L. GRUPPCHANG ISO JOINT STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PAGA CLAIMS AND ENTERING JUDGMENT THEREON

Complaint Filed: March 20, 2024
Trial Date: Not Yet Set

DECLARATION OF DANIELLE L. GRUPPCHANG

I, Danielle L. GruppChang, declare as follows:

1. I am an attorney at law duly licensed to practice law before all of the Courts in the State of California. I am a senior associate at Blackstone Law, APC ("Counsel"). I am one of the attorneys of record for Plaintiff Josie Najera ("Plaintiff"). I submit this Declaration in support of the Joint Stipulation and [Proposed] Order Approving Settlement of Private Attorneys General Act Claims and Entering Judgment Thereon. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit A** is a true and correct copy of the executed Private Attorneys General Act Settlement Agreement and Release (hereinafter "Settlement" or "Settlement Agreement") and attached hereto as **Exhibit B** is a true and correct copy of the proposed PAGA Cover Letter to be sent to the aggrieved employees which the Parties ask the Court to approve.

3. On January 10, 2024, Plaintiff transmitted a letter to the California Labor & Workforce Development Agency ("LWDA") and Defendant La Costa Glen Carlsbad CCRC LLC ("Defendant") in compliance with the exhaustion requirements of the California Labor Code Private Attorneys General Act ("PAGA"). The letter articulated claims related to: (a) failure to pay all wages for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation; (b) failure to provide compliant meal periods and failure to pay meal period premiums; (c) failure to authorize and permit compliant rest periods and failure to pay rest period premiums; (d) failure to timely pay wages during employment; (e) failure to provide accurate itemized wage statements; (f) failure to maintain accurate records; (g) failure to reimburse necessary business expenditures; (h) failure to timely pay all wages upon separation from employment; and (i) other alleged violations of the California Labor Code recoverable under PAGA. The letter providing notice shall be referred to herein as the "PAGA Notice."

4. On March 20, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698, Et Seq., in the Superior Court of the

State of California for the County of San Diego ("Complaint" or "Operative Complaint"), entitled *Josie Najera v. La Costa Glen Carlsbad CCRC LLC*, Case No. 37-2024-00013030-CU-OE-CTL (the "Action"). Plaintiff filed the Complaint on behalf of the State of California and other aggrieved employees as a representative PAGA action. The Complaint asserts a single cause of action for recovery of civil penalties under PAGA based on alleged violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, including California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2698, *et seq.*, and 2699.

5. Defendant disputes and denies the allegations and claims asserted in Plaintiff's Complaint. Defendant also took the position that a trial of Plaintiff's claims would not be manageable due to the variation in shifts, management, job titles, and job duties. This, in turn, would cause Plaintiff to have difficulty satisfying their burden of proof on behalf of each and every employee for each and every pay period due to numerous disputed issues of fact and law.

6. During the course of the litigation, the Parties engaged in informal discovery and fully shared the information necessary for all sides to conduct a thorough investigation into the allegations of the action and potential defenses thereto, including randomized payroll and time keeping records for a statistically significant number of the purported aggrieved employees, along with Defendant's relevant policies and crucial data points. The Parties have reached this Settlement only after informal discovery and investigation was performed.

7. On August 13, 2025, the Parties participated in a full-day mediation with third-party mediator Monique Ngo-Bonnici. In preparation for the mediation, our office requested documents and data necessary to evaluate the representative PAGA claims, including employee counts, timekeeping and payroll data, wage statement exemplars, Plaintiff's personnel file, and relevant policies concerning timekeeping, compensation, overtime, meal periods, rest periods, and business expense reimbursements. Defendant produced relevant records, data, and reports to allow the Parties to analyze the claims in preparation for mediation.

8. The matter did not resolve at the mediation. Following the mediation, the Parties continued to engage in settlement discussions, including with the assistance of the third-party

mediator. The Parties ultimately resolved Plaintiff's individual claims and the representative PAGA claims asserted in this Action. Being fully apprised of the value and strength of the PAGA theories alleged in the Action, Defendant's defenses, and the risks and uncertainties of continued litigation, counsel for Plaintiff and Defendant successfully negotiated the settlement through arm's-length negotiations. The terms and conditions of the settlement are set forth in the Settlement Agreement. The Settlement Agreement resolves the Action and the Released Claims arising from the factual allegations in the Complaint and PAGA Notice, subject to Court approval.

9. Plaintiff conducted informal discovery and obtained relevant records, data, and reports from Defendant sufficient to analyze the claims in preparation for mediation. Plaintiff also retained a third-party data analyst to evaluate the timekeeping and payroll records produced by Defendant. Plaintiff determined Defendant's potential PAGA exposure and in light of that analysis, Defendant's defenses, and the risks, delay, expense, inconvenience, and uncertainty of continued litigation, both Parties determined that the Settlement was in the best interests of the Parties, the State of California, the LWDA, and the aggrieved employees.

10. The aggrieved employees' recovery compares favorably to the estimated amount of PAGA penalties given the evidence provided and the risks of liability and then penalty awards at trial. As discussed further herein, California Labor Code section 2699(e)(2) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."

11. We believe that the Settlement is a fair, adequate, and reasonable resolution of this matter. We recognized the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals and have also considered the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation based upon the burdens of proof. We are also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and the other purported aggrieved employees.

12. The Settlement is a compromise of highly disputed claims and to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying California Labor Code violations. *See Cardenas v. McLane Foodservice, Inc*., No. SACV 10-473 DOC (FFMx), 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiff would need to establish that each aggrieved employee suffered a violation for each period the employee worked in relation to Defendant's: (a) failure to properly calculate and pay overtime and minimum wages; (b) failure to properly calculate and pay the regular rate of pay for overtime wages, meal and rest break premium pay, and paid sick leave; (c) failure to provide compliant meal and rest periods and associated premium payments, including alleged on-duty meal period issues; (d) failure to timely pay wages during employment and upon termination; (e) failure to provide compliant wage statements; (f) failure to maintain complete and accurate payroll records; and (g) failure to reimburse necessary business-related expenses.

13. The result achieved in this case, and the monetary recovery provided by this Settlement, are well within the range of an acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases. *See*, *e.g.*, *DCH Auto Wage and Hour Cases*, Los Angeles Superior Court, Case No. JCCP4833 (May 2017) (approving the amount of $15,000 out of $4 million toward settlement of PAGA claims); *Flores v. Dart Container Corp.*, No. 2:19-cv-00083 WBS JDP, 2021 U.S. Dist. LEXIS 6897, at *3 (E.D. Cal. Jan. 12, 2021) (approving the amount of $15,000 out of $411,000 towards settlement of PAGA claims); *Dawson v. Hitco Carbon Composites, Inc.*, No. CV 16-07337 PSG (FFMx), 2019 U.S. Dist. LEXIS 226687, at *6-7 (C.D. Cal. Nov. 25, 2019) (approving the amount of $10,000 of $1.1 million toward settlement of PAGA claims); *Brown v. CVS Pharmacy, Inc.*, No. CV15-7631 PSG (PJWx), 2017 U.S. Dist. LEXIS 182309, at *3 (C.D. Cal. Apr. 24, 2017) (approving the amount of $20,000 of $3 million gross settlement towards settlement of PAGA claims); *Nordstrom Commissions Case*, 186 Cal.App.4th 576, 589 (2010) (finding no abuse of discretion by the trial court in approving a settlement that allocates $0 toward the settlement of PAGA

claims that were at issue in the lawsuit); *Alcala v. Meyer Logistics, Inc.*, No. CV 17-7211 PSG (AGRx), 2019 U.S. Dist. LEXIS 166879, at *26 (C.D. Cal. June 17, 2019) (finding that courts approve PAGA settlements that fall within zero to two percent of gross settlement recovery). Here, the value obtained for settlement of the PAGA claims is significant, and it will be distributed in accordance with and in fulfillment of the objectives of the PAGA statute.

14. A crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and can be reduced by the Court.[1] California Labor Code section 2699(e)(2) permits a Court to award a lesser amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." For example, in *Carrington v. Starbucks Corp*. (2018) 30 Cal. App. 5th 504, the Court of Appeals affirmed a judgment after trial that only provided for a PAGA penalty of $5 per pay period. Given this precedent, there is a risk at trial that any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim.

15. Defendant argued that Plaintiff would face significant practical problems in aggregating any material exposure, as each violation would need to be proven as to each person and for each period for which recovery is sought. We also took into account that even if Plaintiff prevailed on the merits of the PAGA claim, Defendant could persuasively argue that the Court should exercise its discretion, under California Labor Code section 2699(e), to reduce the amount of civil penalties assessed. A court in a PAGA action has the same discretion "to assess a civil

[1] Under PAGA, courts have considerable discretion to reduce the penalty award. In *Thurman v. Bayshore Transit Management, Inc*. (2012) 203 Cal.App.4th 1112, 1135-1136, the court found no abuse of discretion when the trial court reduced the penalty by 30% based on the facts of the case, ruling that "[t]o do otherwise under the particular facts and circumstances of this case would be unjust, arbitrary, oppressive, and confiscatory." Some trial courts have actually awarded no civil penalties, even when Labor Code violations are established. *See Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

penalty" that the Labor Commissioner would have, as well as complete discretion to "award a lesser amount than the maximum civil penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." And indeed, it is common for courts to reduce the penalties. *See e.g., Ghrdilyan v. RJ Financial, et al.*, Los Angeles Superior Court, Case No. BC430633 (94% reduction); *Parr v. Golden State Overnight Delivery Service, Inc.*, Alameda County Superior Court, Case No. RG12-618103 (94% reduction); *Fleming v. Covidien, Inc.*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. Aug. 12, 2011) (82% reduction); *Gola v. University of San Francisco*, Case No. CGC-18-565018 (Sup. Ct. Decision dates July21, 2020) (85% reduction of PAGA penalties).

16. The underlying Labor Code section 203 claim was uncertain given the defenses asserted for the underlying claims as well as the lack of evidence of the "willfulness" prong necessary for a Labor Code section 203 claim. We also recognized a risk of an adverse finding given Defendant's apparently compliant policies and procedures at the time of mediation. The Labor Code section 226 claim was dependent on the underlying claims for failure to pay wages.

17. Plaintiff has separately resolved her individual claims with Defendant. The Settlement therefore does not provide for a separate individual settlement payment to Plaintiff in exchange for a release of her individual claims, and any consideration for Plaintiff's separate individual settlement is separate from the Gross Settlement Amount. The Settlement Agreement does not provide for an enhancement payment or general release payment to Plaintiff. The Settlement Agreement resolves the PAGA claims asserted on behalf of the State of California, the LWDA, and the aggrieved employees.

18. As set forth in the Settlement Agreement, the Gross Settlement Amount ("GSA") is $260,000.00 and includes an apportionment of attorneys' fees and costs as well as payment to the Settlement Administrator.

19. The Settlement provides for a Gross Settlement Amount of $260,000.00. After deducting attorneys' fees of 35% of the Gross Settlement Amount (i.e., $91,000.00), litigation costs and expenses not to exceed $30,000.00, Settlement Administration Costs not to exceed

$8,140.00 to Apex Class Action Administration, the remaining Net Settlement Amount is estimated to be $130,860.00 and will be distributed 75% to the LWDA and 25% to the aggrieved employees on a *pro rata* basis.

20. I and my firm have a great deal of experience in PAGA litigation. I have been certified and approved as PAGA counsel in many other PAGA actions, and I am currently litigating numerous others before state courts. I have been working with Jonathan Genish of Blackstone Law, APC, since November 2024. Since then, I have been committed solely to representing plaintiffs in both individual employment litigation and complex wage and hour representative actions.

21. Our firm has served as PAGA counsel in a number of significant wage and hour settlements, including but not limited to the following:

a. *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.

b. *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

c. *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.

d. *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.

e. *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.

f. *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los

Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.

g. *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

h. *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.

i. *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

j. *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

k. *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.

l. *Angel Garcia, et al. v. J&B Investments, Inc., et al.,* San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

m. *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.

n. *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.,* Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel,

in association with other counsel, in final settlement of wage and hour class and PAGA action.

o. *Richard Evans v. My Paint Stop, LLC, et al.,* Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.

p. *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.,* Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

q. *Samia Salazar Yunis v. Sharif Jewelers,* Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.

r. *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.

s. *Sasha Aiono v. Benefit Cosmetics,* Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

22. Here, the Parties' agreement to pay Plaintiff's Counsel's Attorneys' Fees of $91,000.00 (*i.e.*, 35%) of the Gross Settlement Amount is reasonable.

23. First, the requested fees are justified by the result achieved. Plaintiff's Counsel negotiated a recovery of $260,000.00 and this result justifies the requested fees equal to 35% of this recovery (i.e., $91,000). This percentage is within reasonable range of the standard contingent recovery percentage of one-third, which was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 504. Second, the requested fees are justified by the work performed.

24. Our firm as Counsel, on behalf of Plaintiff and the Aggrieved Employees, invested numerous hours litigating this matter through the date of the submission of the present

stipulation and have invested attorney time at a rate that far exceeds the requested fees. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. The requested fees are reasonable.

25. Finally, the award of litigation expenses is based upon the actual expenses incurred by Plaintiff and Plaintiff's Counsel, and were all reasonably necessary to the litigation, and are detailed in **Exhibit C** attached hereto. Under the Agreement, Plaintiff's Counsel will be recovering litigation expenses in the total amount of $24,137.91.

26. Attached hereto as **Exhibit D** is a true and correct copy of the Settlement Administrator's quote to administer the terms of the Settlement.

27. On October 30, 2026, our office submitted a copy of the present filing, including a true and correct copy of the Settlement Agreement, containing the terms of the PAGA settlement to the LWDA pursuant to Labor Code § 2699(l)(2). A true and correct copy of the confirmation email our office received from the Department of Industrial Relations is attached hereto as **Exhibit E.**

28. The Parties agree that this stipulation should be sufficient for purposes of approving the PAGA Settlement of the Action as set out in the Settlement Agreement pursuant to the requirements set out in California Labor Code section 2699(l)(2).

29. The Parties request that the Court enter the accompanying order, approving the Settlement as permitted by California Labor Code section 2699(l), and enter Judgment in accordance with the terms and conditions of the Settlement Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 30, 2026, at Los Angeles, California.

__/s/ Danielle L. GruppChang_____

Danielle L. GruppChang

Exhibit A

Vinesign Document ID: B5D9A63C-E5AB-411B-BC1A-4844BB1E949D

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (Settlement Agreement" or "Settlement") is entered into by and between Josie Najera ("Plaintiff"), individually and as a representative of the State of California, and La Costa Glen Carlsbad CCRC LLC ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) On January 10, 2024, Blackstone Law, APC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendant to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*. ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1004085-24 ("PAGA Notice");

(b) On March 20, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("Operative Complaint"), commencing a representative action under PAGA against Defendant entitled *Josie Najera v. La Costa Glen Carlsbad CCRC LLC*, San Diego County Superior Court Case No. 37-2024-00013030-CU-OE-CTL ("Action"). The Operative Complaint asserts a single cause of action for recovery of civil penalties under PAGA for alleged violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders;

(c) On August 13, 2025, the Parties mediated the Action with third-party mediator Monique Ngo-Bonnici and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(d) There has been no determination on the merits of the Action or the PAGA Notice but, to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 6(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses.

The signed document can be validated at https://app.vinesign.com/Verify

3. **Consideration.**

(a) Defendant shall pay the maximum gross sum of Two Hundred Sixty Thousand Dollars ($260,000) (the "Gross Settlement Amount") to resolve the Action and Released Claims (as defined in Section 6(a) below), which will be paid as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $91,000 if the Gross Settlement Amount is $260,000), and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars ($30,000) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(2) Costs and expenses of administration of the Settlement up to the amount of Eight Thousand One Hundred and Forty Dollars and Zero Cents ($8,140.00) ("Settlement Administration Costs") to Apex Class Action Administration ("Settlement Administrator").

(3) The amounts stated in Sections 3(a)(1) – 3(a)(2) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(4) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period ("PAGA Employees"). The period January 15, 2023 to September 18, 2026 is the "PAGA Period." The twenty-five percent (25%) portion of the Net Settlement Amount payable to the PAGA Employees is referred to as the "Employees' Portion."

(5) The PAGA Employees are estimated to consist of approximately 710 individuals who worked approximately 29,000 pay periods during the PAGA Period. If the actual number of Pay Periods (as defined in Section 5(b) below) is more than ten percent (10%) above 29,000, Defendant shall purchase the additional pay periods at a *pro rata* rate.

(6) Payments for Attorneys' Fees and Costs and the Net Settlement Amount to be paid to the LWDA and PAGA Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

4. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and

take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Thomas S. Ingrassia, Esq. and Haley A. Murphy, Esq. of Pettit Kohn Ingrassia Lutz & Dolin PC ("Defendant's Counsel") for review. Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable. If the parties agree upon the representations, calculations, and distributions set forth in the proposed motion, the motion will be submitted unopposed.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

5. **Payment of the Gross Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, within twenty-one (21) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each PAGA Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each PAGA Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each PAGA Employee, divide the number of Pay Periods the PAGA Employee worked by the total aggregate number of Pay Periods worked by all PAGA Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each PAGA Employee's Individual PAGA Payment.

One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual PAGA Payments will be reported on an IRS Form 1099, as required.

(c) The Settlement Administrator shall distribute each Individual PAGA Payment by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**," in the following manner:

(1) No later than ten (10) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with a list of all PAGA Employees (the "PAGA Employees List"), containing the following information for each PAGA Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates worked during the PAGA Period.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the PAGA Employees List.

(3) No later than ten (10) business days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all PAGA Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the PAGA Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual PAGA Payment checks issued to PAGA Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the PAGA Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

(5) No later than ten (10) business days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than ten (10) business days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall transmit the Named Plaintiff Fee to Plaintiff.

(7) No later than ten (10) business days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel.

(8) No later than ten (10) business days after the Settlement Administrator receives the Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. **Release of Claims by Plaintiff and the State of California with Respect to the PAGA Employees.**

(a) Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect to PAGA Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., for Defendant's alleged failure to properly calculate and pay overtime and minimum wages, properly calculate and pay the proper "regular rate of pay" for overtime wages, meal and rest break premium pay, and paid sick leave, provide compliant meal and rest periods and associated premium payments (including but not limited to the use of on-duty meal periods), timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (collectively, "Released Claims").

7. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

8. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

///

9. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Monique Ngo-Bonnici. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. This Settlement Agreement remains in full force and effect anyway.

(f) To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

(g) Data and information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the PAGA Employee Lists provided to PAGA Counsel by Defendant in connection with the discovery, mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, upon written request of defense counsel, Plaintiff shall destroy all paper and electronic versions of the PAGA Employees List received from Defendant. Notwithstanding this provision, PAGA Counsel is entitled to retain an archival copy of all pleadings, motion papers, deposition transcripts, hearing transcripts, legal memoranda, correspondence, expert reports, attorney work product, and consultant and expert work product.

///

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF JOSIE NAJERA

Dated: _____

_____
Josie Najera

DEFENDANT LA COSTA GLEN CARLSBAD, CCRC LLC

Dated: 9/17/26

_____

Full Name: Kristen Kearnaghan

Executive Director
La Costa Glen Carlsbad, CCRC LLC

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

PLAINTIFF JOSIE NAJERA

Dated: 09/18/2026

Josie Najera

Josie Najera

DEFENDANT LA COSTA GLEN CARLSBAD CCRC LLC

Dated: _____

_____

Full Name: _____

Title: _____
La Costa Glen Carlsbad CCRC LLC

Exhibit B

Exhibit B

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Najera v. La Costa Glen Carlsbad CCRC LLC*,
San Diego County Superior Court Case No. 37-2024-00013030-CU-OE-CTL

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Najera v. La Costa Glen Carlsbad CCRC LLC*, San Diego County Superior Court Case No. 37-2024-00013030-CU-OE-CTL ("Action").

The lawsuit was filed on March 20, 2024 by Josie Najera ("Plaintiff") against her former employer La Costa Glen Carlsbad CCRC LLC ("Defendant"), on behalf of the State of California, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on January 10, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1004085-24 ("PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period ("PAGA Employees"). The period January 15, 2023 to September 18, 2026 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as a PAGA Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

> "Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.
>
> "Released Claims" means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of

California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].

Exhibit C

Date	Type of Expense	Description of Expense	Amount
12/5/2023	Marketing	Campaign - Marketing cost (Wizzy)	$80.40
12/26/2023	Mailing	Mailing Cost-Welcome PKG	$1.59
1/2/2024	Mailing	Mailing Cost-La Costa Glen Carlsbad CCRC, LLC	$8.53
1/2/2024	Mailing	Mailing Cost- La Costa Glen Carlsbad CCRC, LLC-Agent	$8.53
1/10/2024	Mailing	Mailing Cost- La Costa Carlsbad CCRC LLC	$8.53
1/10/2024	Mailing	Mailing Cost- La Costa Carlsbad CCRC LLC(Agent)	$8.53
1/22/2024	Filing	Steno - Complaint Packet	$1,997.20
2/8/2024	Service	Steno - Personal Service	$135.00
3/25/2024	Filing	Steno - Complaint Packet	$647.20
6/14/2024	Filing	Steno -	$59.95
7/3/2024	Filing	Steno - NOTICE OF POSTING JURY FEES	$262.45
7/24/2024	Service	Steno - PROOF OF SERVICE OF SUMMONS	$59.95
8/9/2024	Court Fee	Document download	$31.40
8/20/2024	Filing	Steno - CASE MANAGEMENT STATEMENT	$59.95
10/1/2024	Service	Steno - PROOF OF SERVICE	$59.95
10/24/2024	Court Fee	SD Court Payment Receipt	$6.00
10/25/2024	Filing	Steno - NOTICE OF REMOTE APPEARANCE	$59.95
11/4/2024	Filing	Steno - CASE MANAGEMENT STATEMENT	$59.95
1/22/2025	Court Fee	Notice of Hearing downloaded fee in SD	$4.00
1/23/2025	Court Fee	Minute order download fee in SD	$2.00
1/24/2025	Filing	Steno - JOINT STATUS REPORT	$99.95
7/14/2025	Mailing	Mailing Cost - Josie Najera	$10.44
7/31/2025	Mediation	Payment to Signature Resolution	$10,652.42
8/13/2025	Other	Other - Research Complaint Contreras v Corecare III	$7.50
8/13/2025	Other	Other - Research Complaint Cristobal v Creekview HC LLC	$10.16
8/13/2025	Court Fee	Alameda SC Document Purchase	$18.50
8/13/2025	Mediation	Parking for In-Person Mediation (BDC)	$40.00
8/13/2025	Mediation	Mileage to/from La Costa Glen mediation (23mi x 2 = 46 x .70/mi = 32.20)	$32.20
8/14/2025	Mediation	US Bank Tower - Parking for In-Person Mediation (DGC)	$40.00
9/30/2025	Other	Payment to Berger Consulting Group	$8,910.00
10/13/2025	Filing	Steno - CASE MANAGEMENT STATEMENT	$59.95
10/14/2025	Filing	Steno - JOINT STATUS REPORT	$59.95
12/30/2025	Mailing	Mailing Cost - Josie Najera	$10.44
2/27/2026	Filing	Steno - Concierge eFiling JOINT STATUS REPORT	$59.95
4/29/2026	Mailing	Mailing Cost - Josie Najera	$6.04
6/10/2026	Filing	TIFF'S NOTICE OF ACCEPTANCE OF DEFENDANT'S OFFER TO COMPROMISE PURSUANT TO CODE OF	$59.95
7/13/2026	Other	Payment to Batza & Associates, Inc.	$439.45
9/4/2026	Filing	Steno: NOTICE OF REMOTE APPEARANCE	$59.95

Total: $24,137.91

Exhibit D

Quotation Request:

Danielle GruppChang
Blackstone Law, APC
dgruppchang@blackstonepc.com
310.622.4278

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Case Name: **Najera v. La Costa Glen Carlsbad CCRC LLC**

Date: Monday, September 7, 2026

RFP Number: 21606813

Settlement Specifications	
Number of Aggrieved Employees	**710**
Certified Language Translation:	**Yes**
Static Settlement Website	**No**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	2	$250.00
Data Analyst	Per Hour	$150.00	3	$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$700.00
Project Management				
Project Management	Per Hour	$150.00	3	$450.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$770.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	$120.00	1	$120.00
Bilingual Toll-Free Contact Center	Static Rate	$158.70	1	$158.70
NCOA Address Update (USPS)	Static Rate	$145.00	1	$145.00
Certified Language Translation: Spanish	Static Rate	$750.00	1	$750.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$1,173.70

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	$120.00	2	$240.00
Account Management and Reconciliation	Per Hour	$140.00	2	$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	$1.25	710	$887.50
USPS First Class Postage	Per Piece	$0.78	710	$553.80
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.50	142	$355.00
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	6	$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$500.00	1	$500.00
			Sub Total:	$4,666.30
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	2	$270.00
Project Management Reconciliation	Per Hour	$100.00	2	$200.00
Declarations	Per Hour	$120.00	3	$360.00
			Sub Total:	$830.00
			WILL NOT EXCEED:	**$8,140.00**

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. T1he Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney’s fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

Exhibit E