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Attorneys for *Defendants*
ANTELOPE VALLEY SNF HEALTHCARE, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

COMPLEX CIVIL LITIGATION

ASHLEY JUAREZ GUILLEN, individually, and on behalf of all others similarly situated, *Plaintiff*, v. ANTELOPE VALLEY SNF HEALTHCARE, LLC, a California limited liability company; and DOES 1 through 10, inclusive, *Defendants.*	Case No. 25STCV09515 ASSIGNED FOR ALL PURPOSES TO: Hon. Jerrold Abeles, Department 52 **PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT** Complaint Filed: April 1, 2025 Trial Date: None Set

This PAGA Representative Action Settlement Agreement ("Agreement") is made by and between Plaintiff Ashley Juarez Guillen ("Plaintiff") and Defendant Antelope Valley SNF

Healthcare, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. **DEFINITIONS.**

1.1 "Action" means Plaintiff's PAGA lawsuit alleging wage-and-hour violations against Defendant captioned: *Ashley Juarez Guillen v. Antelope Valley SNF Healthcare, LLC* (Los Angeles County Superior Court, Case No. 25STCV09515.

1.2 "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expense Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's bid submitted to the Court in connection with approval of the Settlement.

1.4 "Aggrieved Employee" means all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employees' mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8 "Court" means the Superior Court of California, County of Los Angeles.

1.9 "Defendant" means Defendant Antelope Valley SNF Healthcare, LLC.

1.10 "Defense Counsel" means Grace Y. Horoupian and Joshua D. Klein of Fisher Phillips LLP.

1.11 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.12 "Gross Settlement Amount" means Three Hundred Fifty Thousand Dollars ($350,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.14 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.15 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.17 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 "PAGA Counsel" means John G. Yslas and William M. Pao of Wilshire Law Firm, PLC.

1.19 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from January 26, 2024 through June 10, 2026.

1.22 "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 *et seq*.).

1.23 "PAGA Notice" means Plaintiff's June 20, 2024 letter to the LWDA and Defendant providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24 "PAGA Representative" means Plaintiff Ashley Juarez Guillen.

1.25 "PAGA Representative Enhancement Payment" means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.

1.26 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deducting Plaintiff's Enhancement Award, PAGA Counsel Fees Payment, and Administration Expenses Payment, which will be allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of the PAGA claims.

1.27 "Plaintiff" means Ashley Juarez Guillen, the named plaintiff in the Action.

1.28 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.29 "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

1.30 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.31 "Effective Date" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

2. **RECITALS.**

2.1 On June 20, 2024, pursuant to Labor Code § 2699.3, subd.(a), Plaintiff gave notice to the LWDA and Defendant that she intended to proceed with a representative action under PAGA (LWDA-CM-1035327-24). On April 1, 2025, after the 65-day statutory period passed, Plaintiff

filed a representative action in the Los Angeles County Superior Court, Case No. 25STCV09515, alleging a single cause of action against Defendant for civil penalties under PAGA.

2.2 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the cause of action alleged in the Action.

2.3 On June 10, 2026, the Parties participated in an all-day mediation presided over by mediator Michael Singer, Esq. The Parties were able to reach a settlement that day and agreed on general settlement terms which were memorialized in a Memorandum of Understanding that was circulated shortly thereafter.

2.4 In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Prior to mediation, Plaintiff obtained and analyzed a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions. Plaintiff's investigation were sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk*/*Kullar*").

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $350,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval:

3.2.1 To Plaintiff: A payment for the Enhancement Award to Plaintiff of not more than $7,500.00 in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee. Defendant will not oppose Plaintiff's request for an Enhancement Award that does not exceed this amount. As part of the motion for the PAGA Counsel Fees and Litigation Expenses Payments, Plaintiff will seek Court approval for any Enhancement Award no later than sixteen (16) court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to the Aggrieved Employees. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Award.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents ($116,666.66) and a PAGA Counsel Litigation Expenses Payment for actual costs, not to exceed Twenty-Five Thousand Dollars ($25,000.00). Defendant will not oppose requests for these payments. Plaintiff and/or PAGA Counsel will file a motion for Approval of the PAGA Settlement no later than sixteen (16) court days prior to the Approval Hearing, or as otherwise ordered by the Court. If the Court approves a PAGA Counsel Fees Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Aggrieved Employees. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administrator Expense Payment not to exceed $10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less or the Court approves payment of less than $10,000.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Aggrieved Employees.

3.2.4 To the LWDA and Aggrieved Employees: After deducting Plaintiff's Enhancement Awards, PAGA Counsel's Fees Payment, and Administration Expenses Payment, the amount remaining from the GSA shall be allocated to the resolution of claims for civil penalties arising under PAGA ("PAGA Penalties"). Pursuant to PAGA, 65% of the PAGA Penalties payment shall be paid to the LWDA, and 35% of the PAGA Penalties payment shall be paid pro-rata by pay periods to all Aggrieved Employees who worked during the PAGA Period as an Individual PAGA Payment. All Individual PAGA Payments will be allocated 100% to the settlement of claims for statutory penalties and shall be reported on an IRS Form 1099 by the Settlement Administrator.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Aggrieved Employees. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendant represents there are 775 Aggrieved Employees who worked a total of 17,147 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Not later than fourteen (14) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expense Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Award. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees who

qualify as Aggrieved Employees. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all other Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the Void Date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to California Controller's Unclaimed Property Fund in the name of the employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff discharges Released Parties from all known and unknown claims Plaintiff may have or claim to have against Defendant as well as Defendant's members, owners, employees, officers, agents, affiliates, and insurers. In connection with said release, Plaintiff shall waive all rights under California Civil Code section 1542 and any other provision of law that may restrict the release of unknown claims. The claims released by Plaintiff pursuant to the individual settlement agreement will specifically exclude Plaintiff's PAGA claims, which will be released pursuant to the PAGA Settlement Agreement. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested

benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative Complaint and in Plaintiff's June 20, 2024 PAGA Notice. The Released PAGA Claims are those that accrued during the PAGA Period and include but are not limited to claims for violations of Labor Code sections 98.6, 201-203, 204, 210, 212, 213, 216, 221, 222, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 232, 232.5, 233, 234, 245-248.5, 432, 432.5, 432.7, 510, 558, 558.1, 1024.5, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 and 2699 et seq., 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, and 8397.4, and applicable provisions of all applicable IWC Wage Orders.

6. **SETTLEMENT ADMINISTRATION.**

6.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expense Payment. The Parties and their Counsel

represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

6.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1 for the funding of the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator will become part of the NSA for distribution to Participating Aggrieved Employees.

6.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6.4.1 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

7. **ESCALATOR CLAUSE.** Based on its records, Defendant represents there are 775 Aggrieved Employees who worked a total of 17,147 PAGA Pay during the PAGA Period. If the total number of pay periods increases by more than 10% (i.e. more than 1714 pay periods), then the GSA will be increased proportionally by the number of pay periods worked in excess of 10%. For example, if the final number of total pay periods increases by 15% over 17,147 pay periods, the GSA will increase by 5%. If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required by this

provision is implemented. As an alternative to increasing the GSA, Defendant may alternatively elect to end the PAGA Period on the day at which the number of pay periods would otherwise exceed 10%.

8. **MOTION FOR APPROVAL.** Not later than sixteen (16) court days before the calendared Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file in Court, a Motion for Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l); a Proposed Approval Order; and a proposed Judgment (collectively "Motion for Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel prior to filing the Motion for Approval. PAGA Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Approval.

8.1 Duty to Cooperate. If the Court does not grant Approval or conditions Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Approval. The Court's decision to award less than the amounts requested for the Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and/or Administrator Costs Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.2 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Aggrieved Employees waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,

motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Award or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. If, for any reason, the Court does not grant Approval, or enter Judgment, Defendant reserves all available defenses to the claims in the Actions, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection

with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:	To Defendant:
John G. Yslas john.yslas@wilshirelawifrm.com William M. Pao (SBN 219846)	FISHER PHILLIPS, LLP Grace Y. Horoupian (SBN 180337) ghoroupian@fisherphillips.com

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2050 Main Street, Suite 1000
Irvine, California 92614-8240
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

10.17 Binding Agreement. The Parties intend that this Agreement shall be fully enforceable and binding upon all Parties within the provisions of Cal. Civil Proc. § 664.6, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms pursuant to Cal. Evid. Code §§ 1122(a)(1) and l123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Ventura County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

IT IS SO AGREED.

By the Parties:

DATED: 9/25/2026

DocuSigned by:
Ashley Juarez Guillen
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Plaintiff Ashley Juarez Guillen

Docusign Envelope ID: D2CD2F8F-799F-8369-81B8-1A09403C9EAF

DATED: _____ _____

Defendant Antelope Valley SNF Healthcare, LLC

By: _____
Position: _____

Approved by counsel:

DATED: 09/25/2026 WILSHIRE LAW FIRM PLC

BY: _____
JOHN G. YSLAS
WILLIAM M. PAO
Counsel for Plaintiff
ASHLEY JUAREZ GUILLEN

DATED: _____ FISHER & PHILLIPS LLP

BY: _____
GRACE Y. HOROUPIAN
JOSHUA D. KLEIN
Counsel for Defendants
ANTELOPE VALLEY SNF HEALTHCARE, LLC

DATED: Sep 24, 2026

Jonathan Walker
Jonathan Walker (Sep 24, 2026 10:16:36 PDT)

Defendant Antelope Valley SNF Healthcare, LLC

By: Jonathan Walker

Position: Administrator

Approved by counsel:

DATED: _____

WILSHIRE LAW FIRM PLC

BY: _____
JOHN G. YSLAS
WILLIAM M. PAO
Counsel for Plaintiff
ASHLEY JUAREZ GUILLEN

DATED: September 30, 2026

FISHER & PHILLIPS LLP

BY: _____
GRACE Y. HOROUPIAN
JOSHUA D. KLEIN
Counsel for Defendants
ANTELOPE VALLEY SNF HEALTHCARE, LLC

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

***Ashley Juarez Guillen* ("Plaintiff")**
v.
***Antelope Valley SNF Healthcare, LLC* ("Defendant")**
Case No. 25STCV09515

IMPORTANT NOTICE REGARDING SETTLEMENT OF REPRESENTATIVE ACTION AGAINST DEFENDANT

This notice relates to the settlement of a representative action under the Labor Code Private Attorneys General Act of 2004 ("PAGA") (California Labor Code section 2698, et. seq.) A lawsuit was filed by former employees, Plaintiff Ashley Juarez Guillen ("Plaintiff") against Defendant Antelope Valley SNF Healthcare, LLC ("Defendant"), in the Superior Court of the State of California for the County of Los Angeles, Case No. 25STCV09515. Plaintiff brought the lawsuit as a representative action under the PAGA on behalf of herself and all current and former non-exempt employees of Defendant within the State of California (the "Aggrieved Employees") at any time between January 26, 2024 through June 10, 2026 ("PAGA Period").

The lawsuit alleges Defendants violated various provisions of the California Labor Code by, among other things, failing to provide non-exempt employees with meal and rest breaks and/or premiums for missed meal and rest periods, failing to timely pay all hourly wages, failing to pay for all hours worked, failing to pay overtime and double-time wages, failing to provide accurate written wage statements, and failing to reimburse for necessary expenses. Defendants deny Plaintiffs' claims and assert that no penalties are due to Plaintiffs or other Aggrieved Employees. The Court has made no determination on the merits of Plaintiffs' claims, but the parties have agreed to settle, resolve and compromise the claims in order to avoid the costs and risks of litigation. The Court has approved the Settlement. You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties, and you cannot opt-out or object to this settlement.

You have received this notice because Defendant's records indicate that you worked for it within California between January 26, 2024 through June 10, 2026.

The enclosed check represents your portion of the settlement payment, which is based on your share of the total settlement proceeds that the parties have agreed to be paid to the Aggrieved Employees. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the parties, or the Court. The check will be valid for 180 days from the date of issuance. If the check remains uncashed for more than 180 days after issuance, the funds will be remitted to the State Controller's Office, Unclaimed Property Division.

Please note that your portion of the settlement payment will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on you own tax advisors as to the tax consequences of your individual settlement payment. Neither Plaintiffs nor Defendants have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

If you would like further information about this case or the Settlement, you can visit the office of the Clerk of the Superior Court of the State of California for the County of Los Angeles, at 312 North Spring Street, Los Angeles, California 90012, from 9:00 a.m. to 4:00 p.m., Monday through Friday, 8:30 a.m. to 1:00 p.m. Saturdays, excluding Court holidays, or you may access the Court docket in this case through the Court's Case Access system at https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access. Alternatively, you may contact the settlement administrator:

Administrator Name
Administrator Address
Administrator Address
Website

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE
OR FOR INFORMATION REGARDING THIS SETTLEMENT
BY ORDER OF THE HON. JERROLD ABELES, DEPARTMENT 52