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and on behalf of others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

LORELEI ANSIS and ELDRICK ANSIS
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

ALOHA RESIDENTIAL CARE FACILITY
INC., a California corporation; ARLEEN'S
RESIDENTIAL CARE, INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 24CV069658

*[Assigned for all purposes to: Hon. Somnath
Raj Chatterjee, Dept. 21]*

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT**

Class Action Filed: March 29, 2024

PAGA Action Filed: August 26, 2024

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Lorelei Ansis and Eldrick Ansis (“Plaintiffs”) and Defendants Aloha Residential Care Facility, Inc. and Arleen’s Residential Care, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

1.1 “Actions” means Plaintiffs’ lawsuits alleging class action wage and hour violations against Defendants captioned *Lorelei Ansis and Eldrick Ansis v. Aloha Residential Care Facility, Inc. and Arleen’s Residential Care, Inc.*, Alameda County Superior Court, Case No. 24CV069658, filed on March 29, 2024 (“Class Action”) and Case No. 24CV088968, filed on August 26, 2024 (“PAGA Action”).

1.2 “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs” 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 “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means all current and former hourly, non-exempt employees employed by Defendants in the State of California during the PAGA Period.

1.5 “Class” means all current and former hourly, non-exempt employees, in the State of California during the Class Period.

1.6 “Class Counsel” means John G. Yslas, Eugene Zinovyev, John Brown and Gabriella Solé of Wilshire Law Firm, PLC.

1.7 “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiffs will request approval from the Court of up to one-third (1/3) of the GSA (currently \$175,000.00).

1.8 “Class Counsel Litigation Expenses Payment” means the amount allocated to Class Counsel for reimbursement of reasonable expenses and costs incurred to prosecute the Action, not to exceed \$20,000.00, and paid from the Gross Settlement Amount.

1.9 “Class Data” means Class Member identifying information in Defendants’ possession

1 including the Class Member's name, last-known mailing address, Social Security number, and
2 number of Workweeks and PAGA Pay Periods.

3 1.10 "Class Member" or "Settlement Class Member" means a member of the Class, as either
4 a Participating Class Member or Non-Participating Class Member (including a Non-Participating
5 Class Member who qualifies as an Aggrieved Employee).

6 1.11 "Class Member Address Search" means the Administrator's investigation and search for
7 current Class Member mailing addresses using all reasonably available sources, methods, and
8 means including, but not limited to, the National Change of Address database, skip traces, and
9 direct contact by the Administrator with Class Members.

10 1.12 "Class Notice" means the Court approved Notice of Settlement and hearing date for
11 Final Approval, to be mailed to Class Members in English in the form, without material variation,
12 attached as Exhibit A and incorporated by reference into this Agreement.

13 1.13 "Class Period" or "Class Settlement Period" means the period from October 3, 2019
14 through the day the Court grants preliminary approval of the Settlement ("Settlement Class
15 Period").

16 1.14 "Class Representative(s)" means the named Plaintiffs Lorelei Ansis and Eldrick Ansis
17 in the Actions.

18 1.15 "Class Representative Service Payment(s)" or "Enhancement Award(s)" means the
19 payment to the Class Representatives for initiating the Actions and providing services in support
20 of the Action.

21 1.16 "Court" means the Superior Court of California, County of Alameda.

22 1.17 "Defendant" means named Defendants Aloha Residential Care Facility, Inc. and
23 Arleen's Residential Care, Inc.

24 1.18 "Defense Counsel" means John F. McIntyre, Jr. and Kevin R. Elliott of Shea &
25 McIntyre, P.C.

26 1.19 "Effective Date" means the date by which both of the following have occurred: (a) the
27 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
28 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.

1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.22 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.23 “Gross Settlement Amount” or “GSA” means \$525,000.00, which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8 below.

1.24 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.26 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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

1.28 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.29 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Penalties payment, Enhancement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Costs Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.30 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 “Operative Class Complaint” means the operative class action complaint filed in the Class Action.

1.32 “Operative PAGA Complaint” means the operative PAGA complaint filed in the PAGA Action.

1.33 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.34 “PAGA Period” means the period from June 20, 2023 through February 27, 2025.

1.35 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.36 “PAGA Notice” means Plaintiffs’ June 20, 2024 letter (LWDA-CM-1035171-24) to the LWDA and Defendants providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.37 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$25,000.00), allocated 25% to the Aggrieved Employees (\$6,250.00) and 75% to LWDA (\$18,750) in settlement of PAGA claims.

1.38 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.39 “Plaintiffs” means Lorelei Ansis and Eldrick Ansis the named Plaintiffs in the Actions.

1.40 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.41 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.43 “Released Parties” means Defendants and Defendants’ owners, shareholders, officers, directors, employees and agents.

1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.45 “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail

his or her Objection to the Settlement. Class Members to whom Notice packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.46 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.47 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On March 29, 2024, Plaintiffs filed the Class Action alleging Defendants (1) failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay final wages at termination; (6) failed to provide accurate itemized wage statements; (7) failed to indemnify employees for expenditures; (8) failed to produce requested employment records; and (9) violated California’s Unfair Competition Law, California Business and Professions Code section 17200, *et seq.* On January 24, 2024, pursuant to Labor Code §2699.3, subd.(a), Plaintiffs gave notice to the LWDA and Defendants that Plaintiffs intended to proceed with a representative action under PAGA (LWDA-CM-1035171-24). On August 26, 2024, Plaintiffs filed the PAGA Action, alleging claims for penalties pursuant to Labor Code § 2699, *et seq.*

2.2 Defendants deny the allegations in the Actions, denies any failure to comply with the laws identified in the Actions, and denies any and all liability for the causes of action alleged in the Actions.

2.3 On February 27, 2025, the Parties participated in an all-day mediation presided over by mediator Russ Wunderli. With the help of Russ Wunderli, the Parties were able to reach an agreement on general settlement terms at mediation and executed a Memorandum of Understanding thereafter.

2.4 In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Actions. Prior to mediation, Plaintiffs obtained and analyzed a representative sampling of time and payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weakness of the

claims and engage in meaningful settlement discussions. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) ("*Dunk/Kullar*").

2.5 The Court has not granted class certification because the Parties engaged in mediation before any class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action 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 8 below, Defendants will pay \$525,000.00 to fully settle, resolve, and extinguish all claims asserted in the Actions, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and includes employer payroll taxes owed on the wage portions of the Individual Class Payments.

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 Final Approval:

3.2.1 To Plaintiffs: A payment for the Enhancement Award to Plaintiffs of not more than \$7,500.00 each in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for an Enhancement Award that does not exceed this amount. As part of the motion for the Class Counsel Fees and Litigation Expenses Payments, Plaintiffs will seek Court approval for any Enhancement Award no later than 16 (sixteen) court days prior to the Final 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 Participating Class Members. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on the Enhancement Award.

1 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3)
2 of the GSA, which is currently estimated to be \$175,000.00 and a Class Counsel Litigation
3 Expenses Payment for actual costs, not to exceed \$20,000.00. Defendants will not oppose requests
4 for these payments. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and
5 Litigation Expenses Payment no later than 16 (sixteen) court days prior to the Final Approval
6 Hearing, or as otherwise ordered by the Court. If the Court approves a Class Counsel Fees
7 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,
8 the Administrator will allocate the remainder to the Net Settlement Amount for distribution to
9 Participating Class Members. Released Parties shall have no liability to Class Counsel or any
10 other Plaintiffs' counsel arising from any claim to any portion of Class Counsel Fee Payment
11 and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel
12 Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class
13 Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
14 Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless,
15 and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of
16 any of these Payments.

17 3.2.3 To the Administrator: An Administrator Costs Payment for actual costs, not to
18 exceed \$8,250.00 except for a showing of good cause and as approved by the Court. To the extent
19 the Administration Costs are less or the Court approves payment of less than requested, the
20 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
21 Participating Class Members.

22 3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by
23 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
24 Participating Class Members during the Class Period, and (b) multiplying the result by each
25 individual Participating Class Member's Workweeks.

26 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of
27 each Participating Class Member's Individual Class Payment will be allocated to the Settlement
28 of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be
reported on an IRS W-2 Form. The remaining eighty percent (80%) of each Participating Class

Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750) allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,250.00) 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.

3.2.5.2 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 Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendants represent there are 401 Class Members who collectively worked a total of 20,890 workweeks during the Class Period.

4.2 Class Data. Not later than seven (7) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement

1 and for no other purpose, and restrict access to the Class Data to Administrator employees who
2 need access to the Class Data to effect and perform under this Agreement. Absent written approval
3 from Defense Counsel, the Administrator shall not disclose any identifying information in the
4 Class Data with Plaintiffs or Class Counsel. Defendants have a continuing duty to immediately
5 notify Class Counsel if it discovers that the Class Data omitted class member identifying
6 information and to provide corrected or updated Class Data as soon as reasonably feasible.
7 Without any extension of the deadline by which Defendants must send the Class Data to the
8 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
9 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

10 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
11 Amount by transmitting the funds to the Administrator no later than 30 (thirty) calendar days after
12 the Effective Date.

13 4.4 Payments from the Gross Settlement Amount. Within seven (7) days after Defendants
14 fully fund the GSA, the Administrator will mail checks for all Individual Class Payments, all
15 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the
16 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
17 Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel
18 Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of
19 Individual Class Payments and Individual PAGA Payments.

20 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or
21 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The
22 face of each check shall prominently state the date (180 days after the date of mailing) when the
23 check will be voided ("Void Date"). The Administrator will cancel all checks not cashed by the
24 Void Date. The Administrator will send checks for Individual Settlement Payments to all
25 Participating Class Members (including those for whom the Class Notice was returned
26 undelivered). The Administrator will send checks for Individual PAGA Payments to all
27 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
28 Employees (including those for whom Class Notice was returned undelivered). The Administrator
may send Participating Class Members a single check combining the Individual Class Payment

1 and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator
2 must update the recipients' mailing addresses using the National Change of Address Database.

3 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class
4 Members whose checks are returned undelivered without USPS forwarding address. Within seven
5 (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS
6 forwarding address provided or to an address ascertained through the Class Member Address
7 Search. The Administrator need not take further steps to deliver checks to Class Members whose
8 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
9 replacement check to any Class Member whose original check was lost or misplaced, requested
10 by the Class Member prior to the void date.

11 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA
12 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
13 funds represented by such checks to the California Controller's Unclaimed Property Fund in the
14 name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of
15 California Code of Civil Procedure Section 384, subd. (b).

16 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall
17 not obligate Defendants to confer any additional benefits or make any additional payments to
18 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
19 Agreement.

20 5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the Gross
21 Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all
22 Released Parties as follows:

23 5.1 **Plaintiffs' Release.** Plaintiffs on behalf of themselves and their heirs, executors,
24 administrators, and representatives, shall and does hereby forever release, discharge and agree to
25 hold harmless Released Parties from any and all claims of every nature whatsoever, known or
26 unknown, suspected or unsuspected, which Plaintiffs have or may have as of the date the Court
27 enters Judgment. This broader release includes, but is not limited to, all claims in the Actions
28 and those arising directly or indirectly from Plaintiffs' employment with Defendants and the
termination of that employment, including without limitation claims arising under federal, state,

1 or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract,
2 breach of the implied covenant of good faith and fair dealing, infliction of emotional distress,
3 wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of
4 economic opportunity, and violations of public policy, the Fair Labor Standards Act, the
5 California Labor Code, the California Fair Employment and Housing Act, the California Business
6 and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the
7 Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 ("Plaintiffs' Release").
8 Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any
9 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
10 workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may
11 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows
12 or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective
13 in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

14 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
15 purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights,
16 and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

21 5.1.2 Released Class Claims: The claims released by Class Members, other than those
22 who submit requests for exclusion (the "Released Class Claims") are all claims, rights, demands,
23 liabilities, and causes of action alleged, or which could have reasonably been alleged based on
24 the facts alleged in the operative Class Action Complaint including claims for: (1) failure to pay
25 minimum, straight time, and overtime wages in violation of Labor Code §§ 204, 510, 1194,
26 1194.2, 1197, and 1198; (2) failure to provide lawful meal periods or pay meal period premiums
27 in violation of Labor Code §§ 226.7 and 512 as well as IWC Wage Order No. 5-2001; (3) failure
28 to provide lawful rest periods or pay rest period premiums in violation of Labor Code § 226.7 and
IWC Wage Order No. 5-2001; (4) failure to provide accurate itemized wage statements in

violation of Labor Code § 226; (5) Failure to reimburse business expenses in violation of Labor Code § 2802 (6) Failure to Produce requested employment records in violation of Labor Code § 226 and 1198.5; (7) violation of Bus. & Prof. Code § 17200 based upon the foregoing; and (6) failure to timely pay wages upon separation in violation of Labor Code §§ 201-203. The Released Class Claims are those that accrued during the Settlement Class Period. (collectively the “Released Class Claims”).

5.1.3 Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the operative PAGA Action Complaint or the PAGA Notice including claims for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 510, 512, 558, 1174, 1174.5, 1197, 1197.1, 1198, and 2802 as well as IWC Wage Order No. 5-2001. The Released PAGA Claims are those that accrued during the period from June 20, 2023, to February 27, 2025 ("PAGA Period"). Plaintiffs will release all claims for PAGA penalties asserted in the operative PAGA Action Complaint and the LWDA notice letter. (collectively the “Released PAGA Claims”).

6. **MOTION FOR PRELIMINARY APPROVAL**. Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other

1 pending matter or action asserting claims that will be extinguished or adversely affected by the
2 Settlement.

3 6.2 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing
4 the Motion for Preliminary Approval. Class Counsel will obtain a prompt hearing date for the
5 Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16
6 (sixteen) court days before the hearing, unless otherwise ordered by the Court, and deliver the
7 Court's Preliminary Approval Order to the Administrator.

8 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
9 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
10 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
11 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
12 Preliminary Approval or conditions Preliminary Approval on any material change to this
13 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
14 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
15 otherwise satisfy the Court's concerns.

16 7. **SETTLEMENT ADMINISTRATION.**

17 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
18 Administration to serve as the Administrator and verified that, as a condition of appointment, the
19 Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
20 specified in this Agreement in exchange for payment of Administration Costs. The Parties and
21 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
22 Administrator other than a professional relationship arising out of prior experiences administering
23 settlements.

24 7.2 Employer Identification Number. The Administrator shall have and use its own
25 Employer Identification Number for purposes of calculating payroll tax withholdings and
26 providing reports to state and federal tax authorities.

27 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
28 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 Class Members.

7.4 Notice to Class Members.

7.4.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) calendar days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should

1 have received Class Notice, the Parties will expeditiously meet and confer in person or by
2 telephone, and in good faith in an effort to agree on whether to include them as Class Members.
3 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
4 Members, and the Administrator will send, via email or overnight delivery, a Class Notice
5 requiring them to exercise options under this Agreement not later than 14 days after receipt of
6 Class Notice, or the deadline dates in the Class Notice, whichever are later.

7 7.5 Requests for Exclusion (Opt-Outs).

8 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement
9 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not
10 later than 45 days after the Administrator mails the Class Notice (plus an additional 14) days for
11 Class Members whose Class Notice is re-mailed. A Request for Exclusion is a letter from a Class
12 Member or his/her representative that reasonably communicates the Class Member's election to
13 be excluded from the Settlement and includes the Class Member's name, address and email
14 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed,
15 or postmarked by the Response Deadline.

16 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails
17 to contain all the information specified in the Class Notice. The Administrator shall accept any
18 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
19 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
20 determination shall be final and not appealable or otherwise susceptible to challenge. If the
21 Administrator has reason to question the authenticity of a Request for Exclusion, the
22 Administrator may demand additional proof of the Class Member's identity. The Administrator's
23 determination of authenticity shall be final and not appealable or otherwise susceptible to
24 challenge.

25 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion
26 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
27 bound by all terms and conditions of the Settlement, including the Participating Class Members'
28 Releases under paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating
Class Member actually receives the Class Notice or objects to the Settlement.

1 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
2 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
3 right to object to the class action components of the Settlement. Because future PAGA claims are
4 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
5 are Aggrieved Employees are deemed to release the Released PAGA Claims identified in
6 Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 (forty-five)
8 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
9 Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks
10 and PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member
11 may challenge the allocation by communicating with the Administrator via fax, email or mail.
12 The Administrator must encourage the challenging Class Member to submit supporting
13 documentation. In the absence of any contrary documentation, the Administrator is entitled to
14 presume that the Workweeks contained in the Class Notice are correct so long as they are
15 consistent with the Class Data. The Administrator will jointly work with Class Member and
16 Defendant to resolve disputes in good faith. If the settlement Class Member and Defendant cannot
17 agree over the pay periods to be credited, the Administrator shall make the final decision based
18 on the information presented by the Class Member and Defendant. The Administrator's
19 determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final
20 and not appealable or otherwise susceptible to challenge. The Administrator shall promptly
21 provide copies of all challenges to the calculation of Workweeks and/or Pay Periods to Defense
22 Counsel and Class Counsel and the Administrator's determination of the challenges.

23 7.7 Objections to Settlement.

24 7.7.1 Only Participating Class Members may object to the class action components of the
25 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
26 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
27 Payment and/or Enhancement Award.

28 7.7.2 Participating Class Members may send written objections to the Administrator, by
fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire

an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 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.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement; Motion for Preliminary Approval; Preliminary Approval Order; Class Notice; Motion for Final Approval; Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Enhancement Award; the Final Approval Order; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA

1 Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment
2 of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and
3 objections received.

4 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to
5 address and make final decisions consistent with the terms of this Agreement on all Class Member
6 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision
7 shall be final and not appealable or otherwise susceptible to challenge.

8 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which
9 Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator
10 will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
11 Court attesting to its due diligence and compliance with all of its obligations under this
12 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned
13 as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
14 number of Requests for Exclusion from Settlement it received (both valid or invalid), the number
15 of written objections and attach the Exclusion List. The Administrator will supplement its
16 declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
17 for filing the Administrator’s declaration(s) in Court.

18 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator
19 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
20 and Defense Counsel with a final report detailing its disbursements by employee identification
21 number only of all payments made under this Agreement. At least 15 days before any deadline
22 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
23 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
24 payments required under this Agreement. Class Counsel is responsible for filing the
25 Administrator's declaration in Court.

26 8. **ESCALATOR CLAUSE**. Based on its records, Defendants represents there are 401 Class
27 Members who collectively worked a total of 20,890 workweeks during the Class Period. If the
28 total number of workweeks increases by more than 12.5% (i.e. an increase of more than 2,611.25
workweeks), then the GSA will be increased proportionally by the number of workweeks worked

1 in excess of 12.5%. For example, if the final number of total workweeks increases by 17.5%, the
2 GSA will increase by 5%. Under the escalator provision, Defendants will have the option of
3 either: (a) a pro rata increase of the settlement amount for workweeks of more than 12.5% above
4 the workweeks discussed at the mediation, which was 20,890; or (b) the Settlement Class Period
5 will cut off when workweeks reach 12.5% more than 20,890 (i.e., reach 23,502). To avoid any
6 uncertainty as to the Settlement Class Period end date, the Parties and/or the Administrator must
7 verify the workweek total and confirm the end date of the Settlement Class Period prior to
8 preliminary approval.

9 9. **PARTIES RIGHT TO VOID SETTLEMENT.** In the event that more than 4% of the Class
10 Members (i.e. 16 Class Members) submit valid elections to opt-out of the settlement, Defendants
11 will have the right to rescind and terminate the Settlement without prejudice to their pre-
12 settlement positions and defenses in the litigation.

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

21 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised
22 by a Participating Class Member, including the right to file responsive documents in Court no
23 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
24 accepted by the Court.

25 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
26 Approval on any material change to the Settlement (including, but not limited to, the scope of
27 release to be granted by Class Members), the Parties will expeditiously work together in good
28 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
Approval. The Court’s decision to award less than the amounts requested for the Enhancement

1 Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or
2 Administrator Costs Payment shall not constitute a material modification to the Agreement within
3 the meaning of this paragraph.

4 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
5 Court will retain jurisdiction over the Parties, the Actions, and the Settlement solely for purposes
6 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
7 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
9 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
10 Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective
11 counsel, and all Participating Class Members who did not object to the Settlement as provided in
12 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-
13 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
14 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
15 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
16 obligations to perform under this Agreement will be suspended until such time as the appeal is
17 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
18 of the Net Settlement Amount.

19 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
20 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
21 modification of this Agreement (including, but not limited to, the scope of release to be granted
22 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
23 expeditiously work together in good faith to address the appellate court's concerns and to obtain
24 Final Approval and Entry of Judgment, sharing, on a 50-50 basis, any additional Administration
25 Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the
26 Court's award of the Enhancement Award or any payments to Class Counsel shall not constitute
27 a material modification of the Judgment within the meaning of this paragraph, as long as the Gross
28 Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification 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 Defendants that any of the allegations in the Operative Complaint has merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action 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).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense

1 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
2 communication, before the filing of the Motion for Preliminary Approval, with any third party
3 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
4 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
5 communications with Class Members in accordance with Class Counsel’s ethical obligations
6 owed to Class Members.

7 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
9 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability
10 to communicate with Class Members in accordance with Defense Counsel’s and Class Counsel’s
11 ethical obligations and Class Counsel’s fiduciary duties owed to Class Members.

12 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties
14 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
15 inducements made to or by any Party.

16 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
19 its terms, and to execute any other documents reasonably required to effectuate the terms of this
20 Agreement including any amendments to this Agreement.

21 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
23 Settlement Agreement, submitting supplemental evidence and supplementing points and
24 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
25 or content of any document necessary to implement the Settlement, or on any modification of the
26 Agreement that may become necessary to implement the Settlement, the Parties will seek the
27 assistance of a mediator and/or the Court for resolution.

28 12.7 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.

12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants 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.

12.9 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.

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

12.11 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.

12.12 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.

12.13 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.

12.14 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.

12.15 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.

12.16 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 Plaintiffs:

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
john.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

To Defendant:

John F. McIntyre, Jr. (SBN 172128)
jmcintyre@sheamcintyre.com
Kevin R. Elliott (SBN 276295)
kelliott@sheamcintyre.com
SHEA & MCINTYRE, AP.C.
2166 The Alameda
San Jose, CA 95126-1144
Tel.: (408) 298-6611
Fax: (408) 275-0814

12.17 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.

12.18 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.

12.19 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 1123(b), notwithstanding the confidentiality provisions that otherwise might apply under federal or state law. The Parties further agree and intend that the Alameda County Superior Court may enforce this Agreement pursuant to Code of Civil Procedure § 664.6.

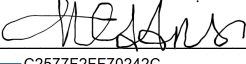
12.20 Mediation Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the data provided to Class Counsel by Defendant in

connection with the mediation, other settlement negotiations, or in connection with the settlement, may be used only with respect to this settlement, 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 all of the settlement funds, Class Counsel shall destroy all paper and electronic versions of the data received from Defendant and provide written verification to Defense Counsel of same unless, prior to the Administrator's payment of all settlement funds, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of the data.

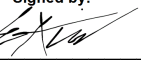
IT IS SO AGREED.

By the Parties:

DATED: 7/9/2025

Signed by: 
C2577F2FF70242C...
Plaintiff Lorelei Ansis

DATED: 7/9/2025

Signed by: 
45B69850DECF42A...
Plaintiff Eldrick Ansis

DATED: 07/12/2025


Defendant Aloha Residential Care Facility, Inc.

By: Nicholas Marcelo
Position: President

DATED: 07/12/2025


Defendant Arleen's Residential Care, Inc.

By: Arleen Marcelo
Position: President

1
2 Approved by counsel:

3 DATED: July 8, 2025

WILSHIRE LAW FIRM

5 BY: 
6 _____

John G. Yslas

Eugene Zinovyev

Counsel for Plaintiffs Lorelei Ansis and Eldrick Ansis

9 DATED: July 14, 2025

SHEA & MCINTYRE, P.C.

11 BY: 
12 _____

John F. McIntyre, Jr.

Kevin R. Elliot

Counsel for Defendants Aloha Residential Care
Facility, Inc. and Arleen's Residential Care, Inc.