PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Rocio Cornejo ("Plaintiff") and defendant Beaumont Manor, LLC d/b/a Highland Springs Care Center ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Rocio Cornejo v. Beaumont Manor, LLC dba Highland Springs Care Center*, Case No. CVRI2404634 initiated on August 19, 2024, and pending in the Superior Court of the State of California, County of Riverside, and the PAGA Notice Plaintiff and PAGA Counsel submitted to LWDA.

1.2 "Administrator" means Atticus Administration the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses 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 "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

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

1.5 "Court" means the Superior Court of California, County of Riverside.

1.6 "Covered Employee" means a person employed by and who performed work in at least one pay period at Defendant in a non-exempt, hourly position during the applicable PAGA Period.

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

1.8 "Covered Employee Address Search" means the Administrator's investigation and search for current Covered Employee 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 Covered Employees.

1.9 "Defense Counsel" means Paul Hastings LLP, Chris Jalian, Shera Kwak, and Aja Nunn.

1.10 "Effective Date" means the earliest date, following entry by the Court of the Judgment, upon which one of the following has occurred: (a) expiration of all potential appeal periods without a filing of a notice of appeal of the Judgment; (b) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (c) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Judgment is no longer subject to further judicial review.

1.11 “Gross Settlement Amount” means $200,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiff Payment, and the Administrator’s Expenses Payment.

1.12 “Individual PAGA Payment” means the Covered Employee’s pro rata share of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Covered Employee worked during the PAGA Period, as applicable.

1.13 “Judgment” means the judgment entered by the Court based upon approval of the Settlement.

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

1.15 “LWDA PAGA Payment” means the applicable percentage of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i) or (m), as applicable.

1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the PAGA Plaintiff Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount to be paid to Covered Employees as Individual PAGA Payments and the LWDA PAGA Payment, to be allocated pursuant to Paragraph 1.24.

1.17 “PAGA Counsel” means Protection Law Group, LLP, the attorneys representing the Plaintiff in the Action.

1.18 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel from the Gross Settlement Amount for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, subject to court approval.

1.19 “PAGA Plaintiff Payment” means the amount allocated to Plaintiff from the Gross Settlement Amount for her service in this Action and is subject to court approval.

1.20 “PAGA Pay Period” means any Pay Period during which a Covered Employee worked for Defendant for at least one day in one pay period during the applicable PAGA Period.

1.21 “PAGA Period” means the period from June 14, 2023, through March 15, 2026.

1.22 “PAGA” means the Private Attorneys General Act (Cal. Lab. Code, § 2698. *et seq.*).

1.23 “PAGA Notice” means Plaintiff’s June 14, 2024, letter to Defendant and the LWDA purporting to provide notice pursuant to California Labor Code section 2699.3, subdivision (a).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Covered Employees and 75% to the LWDA in settlement of the PAGA claims.

1.25 “Plaintiff” means Rocio Cornejo.

1.26 “Released Claims” means Plaintiff’s general release of claims as described in Paragraph 5.1 below.

1.27 “Released Cost Claims” means Defendant’s release of claims for ordinary costs against Plaintiff as described in Paragraph 5.4 below.

1.28 “Released PAGA Claims” means Plaintiff’s and the State of California’s release of claims as described in Paragraph 5.2 below.

1.29 “Released Parties” means Defendant and each of its respective current and former, officers, directors, employees and agents.

1.30 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On June 20, 2024, Plaintiff Rocio Cornejo filed a Class Action Complaint (the “Class Complaint”) against Defendant Beaumont Manor, LLC d/b/a Highland Springs Care Center. The Class Complaint purported to allege nine causes of action for (1) unpaid overtime, (2) unpaid meal period premiums, (3) unpaid rest period premiums, (4) unpaid minimum wages, (5) failure to timely pay final wages, (6) failure to timely pay wages during employment, (7) failure to provide accurate wage statements, (8) failure to reimburse necessary business expenditures, and (9) unfair business practices. On September 26, 2024, at Plaintiff’s request, the Court dismissed Plaintiff’s class claims without prejudice, leaving Plaintiff’s individual claims against Defendant. Defendant denies the allegations in the Class Complaint, denies any failure to comply with the laws identified in in the Class Complaint and denies any and all liability under the California Labor Code and California Business and Professions Code, and the underlying allegations on which the nine causes of action are based.

2.2 On August 19, 2024, Plaintiff commenced the Action by filing a PAGA Complaint against Defendant Beaumont Manor, LLC d/b/a/ Highland Springs Care Center. The PAGA Complaint purported to allege a single cause of action for civil penalties under PAGA arising from alleged failures to pay minimum and overtime wages, to provide meal and rest periods, to provide timely pay during employment and upon termination, to provide accurate itemized wage statements, to maintain accurate records, and to reimburse business expenses. Defendant denies the allegations in the PAGA Complaint, denies any failure to comply with the laws identified in in the PAGA Complaint and denies any and all liability under PAGA and the underlying allegations on which the PAGA cause of action is based.

2.3 Plaintiff purports to have given timely written notice to Defendant and the LWDA by sending her PAGA Notice pursuant to California Labor Code section 2699.3(a).

2.4 On June 11, 2025, the Parties participated in an all-day mediation that did not result in a settlement. The Parties engaged in additional settlement discussions after the mediation.

2.5 The Parties have engaged in informal discovery.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 3.2 below, Defendant promises to pay $200,000.00 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 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring the Covered Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Escalator Clause. Defendant has represented there are approximately 5,000 PAGA Pay Periods during the PAGA Period. Should the number of PAGA Pay Periods in the PAGA Period increase by more than fifteen percent (15%) (i.e. by more than 750 PAGA Pay Periods) the Gross Settlement Amount shall increase by $40 for each PAGA Pay Period worked by the Covered Employees above 15%. For example, if the number of PAGA Pay Periods increases to 5,752, the Gross Settlement Amount will increase by $80. In the event this provision is triggered, the Parties shall advise the Court of the revised settlement terms and obtain an order granting approval of the revised terms prior to any payments being made from the Gross Settlement Amount.

3.3 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 Order:

3.3.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (33-1/3%) of the Gross Settlement Amount, which is currently estimated to be $80,000, and a PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. PAGA Counsel will file an application together with a supporting declaration for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees 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 and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.3.2 To Plaintiff: PAGA Plaintiff Payment to Plaintiff of not more than $5,000.00 (in addition to any Individual PAGA Payment Plaintiff is entitled to receive as a Covered Employee). Defendant will not oppose Plaintiff's request for a PAGA Plaintiff Payment that does not exceed this amount. If the Court approves a PAGA Plaintiff Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Plaintiff Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the PAGA Plaintiff Payment.

3.3.3 To the Administrator: The Parties agree that the Administrator shall be paid reasonable Administration Expenses in an amount to be approved by the Court. In the event the Administrator's proposed expenses are determined by the Parties, in good faith, to be unreasonable, the Parties will meet and confer regarding an alternative administrator, subject to Court approval.

3.3.4 To the LWDA and Covered Employees: PAGA Penalties to be paid from the Net Settlement Amount, with 25% to the Covered Employees and 75% to the LWDA.

3.3.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Covered Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Covered Employees during the PAGA Period and (b) multiplying the result by each Covered Employee's number of PAGA Pay Periods. Covered Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Covered Employee Data. No later than 15 calendar days after the Effective Date, Defendant will deliver the Covered Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy rights, the Administrator must maintain the Covered Employee Data in confidence, use the Covered Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Covered Employee Data to Administrator employees who need access to the Covered Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Covered Employee Data omitted employee identifying information and to provide corrected or updated Covered Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Covered 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 Covered Employee Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 calendar days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks or wire funds for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment and Litigation Expenses Payment, and the PAGA Plaintiff Payment. Disbursement of the PAGA Counsel Fees Payment and Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Covered Employees. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct a Covered Employee Address Search for all Covered Employees whose checks are returned undelivered without USPS forwarding address. Within 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 Covered Employee Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

4.3.3 For any Covered Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Covered Employee.

4.3.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Covered 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 entire Gross Settlement Amount, the Parties shall release the following claims:

5.1 Plaintiff's Release. Plaintiff releases (i.e., give up) all known and unknown claims that she has as of the time she signs this Agreement against the Released Parties. For example, she is releasing all common law contract, tort, or other claims she has or might have, as well as all claims she has or might have under the Worker Adjustment & Retraining Notification Act (the WARN Act), the Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans With

Disabilities Act (ADA), the Employee Retirement Income Security Act of 1974 (ERISA), and any similar domestic or foreign laws, such as the California Fair Employment and Housing Act, California Labor Code Section 200, *et seq.*, California Private Attorneys General Act (PAGA), California Business and Professions Code Section 17200, *et seq.*, and any applicable California Industrial Welfare Commission order. Plaintiff understands and agrees that this release is a good-faith compromise of disputed wage claims. However, Plaintiff is not releasing (i) any of the few claims that the law does not permit her to release by private agreement, including claims for unemployment benefits, social security benefits, and workers' compensation benefits; (ii) vested benefits (except already-denied benefits) under any employee-benefit plan governed by ERISA; (iii) any right she has to be indemnified by the Company (other than her claim for expense reimbursement as alleged in the PAGA Complaint and the PAGA Notice); or (iv) her right to enforce this Agreement.

5.1.1 Plaintiff's Waiver of Rights Under 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 Release by Plaintiff and the State of California: Plaintiff and the State of California shall release and discharge the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, during the PAGA Period based on the facts stated in the PAGA Complaint and the PAGA Notice.

5.3 Release by Plaintiff of Claims for Attorneys Fees and Costs: Plaintiff releases the Released Parties and Defense Counsel from all claims for attorneys' fees and litigation costs incurred in connection with the Action, with the exception of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

5.4 Release by Defendant: Defendant releases all claims for attorneys' fees and costs against Plaintiff and PAGA Counsel that Defendant incurred in connection with defending the Action.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a Stipulation and Proposed Approval Order for approval of this Settlement and will endeavor to file such stipulation/motion within 28 calendar days of the execution of this Agreement.

6.1 PAGA Counsel's Responsibilities. PAGA Counsel will prepare and deliver to Defense Counsel for review drafts of all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft Stipulation and [Proposed] Order Granting Approval of PAGA Settlement; (ii) the Administrator's bid for administering the Settlement; and (iii) draft declaration from PAGA Counsel in support of the motion and the necessary procedural requirements and other relevant information regarding approval of the settlement. PAGA Counsel will provide Defense Counsel at least 7 days to review and provide suggested edits prior to filing this motion and supporting documents.

6.2 PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Stipulation and [Proposed] Order Granting Approval of PAGA Settlement (and supporting documents) and will endeavor to file such motion no later than 28 calendar days after the full execution of this Agreement. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Stipulation and [Proposed] Approval Order and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Atticus Administration to serve as the Administrator. 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.

7.2 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.

7.3 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.

7.4 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.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action 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.

8.1 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, the Parties, their respective counsel 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 another party 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.

9. ADDITIONAL PROVISIONS.

9.1 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 PAGA Complaint have 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 Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The 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).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits, if any, 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

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

9.9 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.

9.10 Cooperation in Drafting. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

9.12 Use and Return of Covered Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA 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 no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, and upon receipt of a written request by Defendant, Plaintiff shall destroy all paper and electronic versions of Covered Employee Data received from Defendant.

9.13 Enforcement Action. In the event that one or more of the Parties initiates any legal action or other proceeding against any other Party or Parties to enforce the terms of this Agreement or to declare rights and/or obligations under this Agreement, the successful party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.

9.14 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.

9.15 Calendar Days. Unless otherwise noted, all references 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.

9.16 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 Plaintiff:

PROTECTION LAW GROUP, LLP
Heather Davis
D. Luke Clapp149 Sheldon Street
El Segundo, CA 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

To Defendant:
PAUL HASTINGS LLP
Chris A. Jalian
Shera Y. Kwak
Aja S. Nunn
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, California 90071-2228
Telephone: (213) 683-6000
Facsimile: (213) 627-0705

9.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or 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.

9.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement by the Parties' respective counsel, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that if the Court does not approve this Agreement, the Parties shall stipulate to request the Court to continue the trial to the first available date. The Parties further agree that California Code of Civil Procedure section 583.330 applies to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process—i.e., the period from the date on which this Agreement is fully executed to the date on which the Court enters Judgment or the date on which the Court enters an order declining to grant approval of this Agreement.

PLAINTIFF:

Name: Rocio Cornejo Date: 4/8/2026

Signature: Signed by: Rocio Cornejo 69547DC4FB8E4A9...

PROTECTION LAW GROUP, LLP:

Name: Heather Davis Date: April 13, 2026

Signature: __________________________

DEFENDANT:

Beaumont Manor, LLC dba
Highland Springs Care Center

Name: __________________________ Date: ____________________

Signature: __________________________

PAUL HASTINGS LLP:

Name: Chris A. Jalian Date: ____________________

Signature: __________________________

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PROTECTION LAW GROUP, LLP:

Name: Heather Davis

Date: ____________________

Signature: ____________________

DEFENDANT:

Beaumont Manor, LLC dba
Highland Springs Care Center

Name: Melissa Castillo

Date: 4/06/2026

Signature: ____________________

PAUL HASTINGS LLP:

Name: Chris A. Jalian

Date: 4/6/2026

Signature: ____________________

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