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THE CARE CENTER ON HAZELTINE, LLC; DCP SERVICES LLC;
DESERT CANYON POST ACUTE, LLC; and
THOUSAND OAKS POST ACUTE, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LUIS REYES, an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

FULTON GARDENS POST ACUTE, LLC,
a California Limited Liability Company; THE
CARE CENTER ON HAZELTINE, LLC, a
California Limited Liability Company; DCP
SERVICES LLC, California Limited
Liability Company; DESERT CANYON
POST ACUTE, LLC, a California Limited
Liability Company; THOUSAND OAKS
POST ACUTE, LLC, a California Limited
Liability Company; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 24STCV31876

Related Case No.: 25STCV06441

[Assigned for all purposes to Honorable
William F. Highberger in Dept. 10]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: December 4, 2024

Trial Date: None Set

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Luis Reyes (“Plaintiff”) and defendants DCP Services, LLC and Desert Canyon Post Acute, LLC (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants, captioned *LUIS REYES vs FULTON GARDENS POST ACUTE, LLC, et al.*, Case No. 24STCV31876, initiated on December 4, 2024, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means Apex Class Action 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 Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means a person employed by Defendants in California and classified as a non-exempt, hourly-paid employee who worked for Defendants during the PAGA Period.

1.5. “Class” means all persons employed by Defendants in California and classified as a non-exempt, hourly-paid employee who worked for Defendants during the Class Period.

1.6. “Class Counsel” means David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar of Bibiyan Law Group, P.C.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known telephone number(s); (4) last known Social Security Number(s); and (5) the number

of Workweeks during the Class Period and PAGA Pay Periods worked during the PAGA Period, based on Defendant's actual timekeeping and payroll data for Class Members.

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

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member 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 Class Members.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from December 4, 2020 through January 12, 2026.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

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

1.16. "Defendants" means named defendants DCP Services LLC and Desert Canyon Post Acute, LLC.

1.17. "Defense Counsel" means Schor Vogelzang & Chung LLP.

1.18. "Effective Date" means the date when both of the following have occurred: (a) Defendant's receipt of the Court's order granting Final Approval of the Settlement and entering a Judgment; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from

1 the Judgment is filed, the day after the appellate court affirms the Judgment and issues a
2 remittitur.

3 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

4 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval
5 of the Settlement.

6 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final
7 Approval.

8 1.22. "Gross Settlement Amount" means \$550,000.00 (Five Hundred Fifty Thousand Dollars
9 and Zero Cents) which is the total amount Defendants agree to pay under the Settlement, except
10 as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage
11 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay
12 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
13 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
14 Administrator's Expenses.

15 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the
16 Net Settlement Amount calculated according to the number of Workweeks worked during the
17 Class Period.

18 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of
19 the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
20 the PAGA Period.

21 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

22 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency
23 entitled, under Labor Code section 2699, subd. (i).

24 1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA
25 under Labor Code section 2699, subd. (i).

26 1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following
27 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
28 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “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.

1.30. “Operative Complaint” means Plaintiff’s First Amended Class and Representative Action Complaint in the Action that adds the claims and parties from Plaintiff’s PAGA Action.

1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period, based on Defendant’s actual timekeeping and payroll data for Aggrieved Employees.

1.32. “PAGA Period” means the period from September 30, 2023 through the end of the Class Period.

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

1.34. “PAGA Notice” means plaintiff’s September 30, 2024 letter to defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$19,250.00) and the 65% to the LWDA (\$35,750.00) in settlement of PAGA claims.

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

1.37. “Plaintiff” means Luis Reyes the named plaintiff in the Action.

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

1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

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

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1 1.42. “Released Parties” means: Defendants, and each of their former, present and future
2 owners, parents, and subsidiaries, and all of their current, former, and future officers, directors,
3 members, managers, employees, consultants, partners, shareholders, joint venturers, agents,
4 predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

5 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be
6 excluded from the Class Settlement signed by the Class Member.

7 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
8 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
9 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail their Objection to the
10 Settlement. Class Members to whom Notice Packets are resent after having been returned
11 undeliverable to the Administrator shall have an additional 15 days beyond the Response
12 Deadline has expired.

13 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the
14 Judgment.

15 1.46. “Workweek” means any week during which a Class Member worked for Defendants, for
16 at least one day during the Class Period.

17 **2. RECITALS**

18 2.1. On December 4, 2024, Plaintiff commenced this Action by filing a class action complaint
19 against Defendants for: failure to pay overtime and minimum wages; failure to provide meal
20 breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement
21 violations; failure to timely pay wages; failure to indemnify; failure to pay interest on deposits;
22 violations of labor code 227.3; and unfair competition (“Action” or “Class Action”).

23 2.2. On September 30, 2024, Plaintiff filed a letter with the Labor and Workforce
24 Development Agency (“LDWA”), notifying the LDWA and Defendants of his intent to file a
25 complaint pursuant to the California Labor Code Private Attorneys’ General Act of 2004
26 (“PAGA”) on behalf of himself and all others aggrieved, against Defendants (“PAGA Notice”).
27
28

2.3. On March 6, 2025, Plaintiff filed a complaint for civil penalties under PAGA against Defendants in Superior Court of the State of California, County of Los Angeles, Case No. 25STCV06441 (the “PAGA Action”), for the violations set forth in the PAGA Notice.

2.4. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) a sampling of time and payroll records for Class Members through mediation; (b) a sampling of bonuses paid; (c) a sampling of employee time punches; (d) wage and hour policy documents; and (e) all documents pertaining to Plaintiff available to Defendants.

2.6. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.7. On November 13, 2025, the Parties participated in an all-day mediation presided over by Steven J. Serratore, Esq. The mediation was successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action. As part of this Agreement, the Parties agree to stipulate to Plaintiff’s filing of a First Amended Complaint in the Class Action, adding all allegations brought in the PAGA Action and dismiss named defendants not a party to this Settlement without prejudice, including Fulton Gardens Post Acute, LLC, The Care Center On Hazeltine, LLC, and Thousand Oaks Post Acute, LLC, without prejudice. The Parties further agree to file a request for dismissal without prejudice of the PAGA Action, thereby effectively consolidating the two actions for purposes of Settlement (hereinafter, the “Action”). The First Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

2.8. The Court has not granted class certification.

2.9. 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 8.1 below, Defendants promise to pay \$550,000.00 as the Gross Settlement Amount, unless increased

pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$192,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$40,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class

1 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
2 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
3 than the amounts requested, the Administrator will allocate the remainder to the Net
4 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
5 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
6 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
7 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
8 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
9 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
10 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
11 or controversy regarding any division or sharing of any of these Payments. There will
12 be no additional charge of any kind to either the Settlement Class Members or request
13 for additional consideration from Defendants for such work unless, Defendants
14 materially breach this Agreement, including any term regarding funding, and further
15 efforts are necessary from Class Counsel to remedy said breach, including, without
16 limitation, moving the Court to enforce the Agreement. Should the Court approve
17 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
18 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
19 Settlement Amount.

20 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
21 \$7,990.00 except for a showing of good cause and as approved by the Court. To the
22 extent the Administration Expenses are less or the Court approves payment less than
23 \$7,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

28 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating

1 Class Member's Individual Class Payment will be allocated to settlement of
2 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
3 withholding and will be reported on an IRS W-2 Form. The 80% of each
4 Participating Class Member's Individual Class Payment will be allocated to
5 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
6 Non-Wage Portions are not subject to wage withholdings and will be reported
7 on IRS 1099 Forms. Participating Class Members assume full responsibility
8 and liability for any employee taxes owed on their Individual Class Payment.

9 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
10 Class Payments. Non-Participating Class Members will not receive any
11 Individual Class Payments. The Administrator will retain amounts equal to
12 their Individual Class Payments in the Net Settlement Amount for distribution
13 to Participating Class Members on a pro rata basis.

14 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
15 \$55,000.00 to be paid from the Gross Settlement Amount, with 65% (\$35,750.00)
16 allocated to the LWDA PAGA Payment and 35% (\$19,250.00) allocated to the
17 Individual PAGA Payments.

18 3.2.5.1. The Administrator will calculate each Individual PAGA
19 Payment by (a) dividing the amount of the Aggrieved Employees' 35% share
20 of PAGA Penalties (\$19,250.00) by the total number of PAGA Period Pay
21 Periods worked by all Aggrieved Employees during the PAGA Period and (b)
22 multiplying the result by each Aggrieved Employee's PAGA Period Pay
23 Periods. Aggrieved Employees assume full responsibility and liability for any
24 taxes owed on their Individual PAGA Payment.

25 3.2.5.2. If the Court approves PAGA Penalties of less than the
26 amount requested, the Administrator will allocate the remainder to the Net
27 Settlement Amount. The Administrator will report the Individual PAGA
28 Payments on IRS 1099 Forms.

1 **4. SETTLEMENT FUNDING AND PAYMENTS**

2 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records, and as of
3 the date of mediation on November 13, 2025, Defendants estimate there were 381 Class Members
4 who collectively worked a total of 28,000 Workweeks, and 222 Aggrieved Employees who
5 worked a total of 6,518 PAGA Pay Periods, through the date of mediation.

6 4.2. Class Data. Not later than 30 Court days after execution of the Agreement, Defendants
7 will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel
8 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the
9 Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other
10 purpose, and restrict access to the Class Data to Administrator employees who need access to the
11 Class Data to effect and perform under this Agreement. Defendants have a continuing duty to
12 immediately notify Class Counsel if it discovers that the Class Data omitted class member
13 identifying information and to provide corrected or updated Class Data as soon as reasonably
14 feasible. Without any extension of the deadline by which Defendants must send the Class Data
15 to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good
16 faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

17 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
18 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
19 transmitting the funds to the Administrator no later than 65 days after the Effective Date.

20 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
21 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
22 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
23 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
24 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
25 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
26 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
27 Payments.

28 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or

1 Individual PAGA Payments and send them to the Class Members via First Class U.S.
2 Mail, postage prepaid. The face of each check shall prominently state the date (not less
3 than 180 days after the date of mailing) when the check will be voided. The
4 Administrator will cancel all checks not cashed by the void date. The Administrator
5 will send checks for Individual Settlement Payments to all Participating Class Members
6 (including those for whom Class Notice was returned undelivered). The Administrator
7 will send checks for Individual PAGA Payments to all Aggrieved Employees including
8 Non-Participating Class Members who qualify as Aggrieved Employees (including
9 those for whom Class Notice was returned undelivered). The Administrator may send
10 Participating Class Members a single check combining the Individual Class Payment
11 and the Individual PAGA Payment. Before mailing any checks, the Settlement
12 Administrator must update the recipients' mailing addresses using the National Change
13 of Address Database.

14 4.4.2. The Administrator must conduct a Class Member Address Search for all other
15 Class Members whose checks are returned undelivered without USPS forwarding
16 address. Within 7 days of receiving a returned check the Administrator must re-mail
17 checks to the USPS forwarding address provided or to an address ascertained through
18 the Class Member Address Search. The Administrator need not take further steps to
19 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
20 The Administrator shall promptly send a replacement check to any Class Member whose
21 original check was lost or misplaced, requested by the Class Member prior to the void
22 date.

23 4.4.3. For any Class Member whose Individual Class Payment check or Individual
24 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
25 shall transmit the funds represented by such checks to the *cy pres* recipient, Legal Aid
26 at Work, for use in Los Angeles County.

27 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
28 not obligate Defendants to confer any additional benefits or make any additional

1 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
2 specified in this Agreement.

3 **5. RELEASE OF CLAIMS**

4 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
5 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
6 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
7 Class Members, and Class Counsel will release claims against all Released Parties as follows:

8 5.1. Plaintiff's General Release. Plaintiff and her respective former and present spouses,
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
10 and discharge Released Parties from all claims, transactions, or occurrences, of any type, from
11 the beginning of time to this moment, no matter how characterized, described or styled, related
12 in any way to the transactions or occurrences between them at any time up until the execution of
13 this Agreement, to the fullest extent permitted by law, including but not limited to Employee's
14 employment with Company and all other losses, liabilities, claims, charges, demands and causes
15 of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or
16 in any way connected with Employee's employment or the termination of Employee's
17 employment with Company. This release is intended to have the broadest possible application
18 and includes, but is not limited to, any tort, contract, common law, constitutional or other federal,
19 state or local statutory claims, including but not limited to alleged violations of the California
20 Labor Code or wage orders, the California Fair Employment and Housing Act, the Family
21 Medical Leave Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964,
22 California Business and Professions Code, the National Labor Relations Act ("NLRA"), the
23 Americans with Disabilities Act, as amended, standing as an alleged aggrieved employee and
24 penalties under PAGA, and all claims for interest, penalties, attorneys' fees, costs and expenses
25 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce
26 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
27 social security benefits, workers' compensation benefits that arose at any time, or based on
28 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or

1 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
2 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
3 notwithstanding such different or additional facts or Plaintiff's discovery of them.

4 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
5 purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquish the
6 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
7 which reads:

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

12 5.2. Release by Participating Class Members: For the duration of the Class Period, all
13 Participating Class Members, on behalf of themselves and their respective former and present
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
15 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
16 on the facts stated in the Operative Complaint ("Class Released Claims"). Class Released Claims
17 include, but are not necessarily limited to, claims for failure to pay all wages earned and owed
18 for all hours worked at the correct rate including minimum, regular, and overtime wages; provide
19 meal periods or additional pay in lieu thereof; authorize and permit rest breaks and/or recovery
20 periods or additional pay in lieu thereof; provide or pay vested vacation time, sick time, or paid
21 time off ("PTO") at or before termination; reimburse necessary business expenses; timely pay
22 wages upon separation of employment; timely pay wages owed during employment; pay interest
23 on deposits; pay temporary employees' wages; issue accurate itemized wage statements; and
24 maintain proper payroll records, and including alleged violations of California Labor Code
25 sections 200-204, 204.1, 204.2, 205, 205.5, 210, 218.5, 218.6, 224, 226.2, 226.7, 227.3, 245,
26 404, 510, 511, 512, 558.1, 1194, 1194.2, 1197, 1197.5, 2802, relevant California Industrial
27 Commission Wage Orders, California Business and Professions Code sections 17200, et seq., as
28 well as any and all damages, restitution, disgorgement, statutory penalties, taxes, interest or

attorneys' fees resulting therefrom.

5.3. Except as set forth in Section 5.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice. PAGA Released Claims include, but are not necessarily limited to, claims for failure to pay all wages earned and owed for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; authorize and permit rest breaks and/or recovery periods or additional pay in lieu thereof; provide or pay vested vacation time, sick time, or paid time off ("PTO") at or before termination; reimburse necessary business expenses; timely pay wages upon separation of employment; timely pay wages owed during employment; pay interest on deposits; pay temporary employees' wages; issue accurate itemized wage statements; and maintain proper timekeeping, payroll, and other records, and including alleged violations of California Labor Code sections 96, 98.6, 200-204, 204.1, 204.2, 205, 205.5, 206.5, 210, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 231, 232, 232.5, 233, 234, 245, 245.5, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 558.1, 1102, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1290, 1292, 1293, 1294.1, 1301, 1391, 1527, 1695.55, 1696.5, 1700.31, 1775-1776, 1811, 1815, 2673, 2800, 2802, 2810.5, 3366, 3457, 8397.4, relevant California Industrial Commission Wage Orders, and California Business and Professions Code sections 16600, 16700, and 17200, et seq.

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1 **6. MOTION FOR PRELIMINARY APPROVAL**

2 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
3 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
4 Approvals.

5 6.1. Defendants’ Declaration in Support of Preliminary Approval. Within 14 days of full
6 execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed
7 declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or
8 potential conflicts of interest with the Administrator and Cy Pres Recipient, if applicable.

9 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and to deliver to Defense Counsel all
10 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
11 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
12 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
13 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
14 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
15 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
16 to its willingness to serve; competency; operative procedures for protecting the security of Class
17 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
18 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
19 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
20 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
21 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
22 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
23 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
24 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
25 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
26 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
27 Members and the Administrator.

28 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible

1 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
2 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
3 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
4 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
5 Administrator.

6 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
7 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
8 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
9 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
10 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
11 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
12 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
13 Court's concerns.

14 7. SETTLEMENT ADMINISTRATION

15 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
16 Administration ("Apex") to serve as the Administrator and verified that, as a condition of
17 appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
18 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
19 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
20 the Administrator other than a professional relationship arising out of prior experiences
21 administering settlements.

22 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
23 Identification Number for purposes of calculating payroll tax withholdings and providing reports
24 state and federal tax authorities.

25 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
26 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
27 468B-1.

28 ///

1 7.4. Notice to Class Members

2 7.4.1. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the
4 number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods
5 in the Class Data.

6 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
7 days after Preliminary Approval, the Administrator will send to all Class Members
8 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
9 the Class Notice with Spanish translation, substantially in the form attached to this
10 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
11 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
12 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
13 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
14 update Class Member addresses using the National Change of Address database.

15 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
16 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
17 using any forwarding address provided by the USPS. If the USPS does not provide a
18 forwarding address, the Administrator shall conduct a Class Member Address Search,
19 and re-mail the Class Notice to the most current address obtained. The Administrator
20 has no obligation to make further attempts to locate or send Class Notice to Class
21 Members whose Class Notice is returned by the USPS a second time.

22 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
23 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional
24 15 days beyond the 45 days otherwise provided in the Class Notice for all Class
25 Members whose notice is re-mailed. The Administrator will inform the Class Member
26 of the extended deadline with the re-mailed Class Notice.

27 7.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise
28 discovers any persons who believe they should have been included in the Class Data

1 and should have received Class Notice, the Parties will expeditiously meet and confer,
2 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
4 other Class Members, and the Administrator will send, via email or overnight delivery,
5 a Class Notice requiring them to exercise options under this Agreement not later than
6 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
7 ever are later.

8 **7.5. Requests for Exclusion (Opt-Outs).**

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

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

26 7.5.3. Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
28 to all benefits and bound by all terms and conditions of the Settlement, including the

1 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
2 regardless whether the Participating Class Member actually receives the Class Notice
3 or objects to the Settlement.

4 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
5 Non-Participating Class Member and shall not receive an Individual Class Payment or
6 have the right to object to the class action components of the Settlement. Because future
7 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
8 Participating Class Members who are Aggrieved Employees are deemed to release the
9 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
10 PAGA Payment.

11 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
12 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
13 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
14 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
15 the allocation by communicating with the Administrator via mail. The Administrator must
16 encourage the challenging Class Member to submit supporting documentation. In the absence
17 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
18 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
19 Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA
20 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
21 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
22 and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's
23 determination the challenges.

24 7.7. Objections to Settlement

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

1 7.7.2. Participating Class Members may send written objections to the Administrator, by
2 mail. In the alternative, Participating Class Members may appear in Court (or hire an
3 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
4 A Participating Class Member who elects to send a written objection to the
5 Administrator must do so not later than 45 days after the Administrator's mailing of the
6 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
7 mailed).

8 7.7.3. Non-Participating Class Members have no right to object to any of the class action
9 components of the Settlement.

10 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
11 performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
13 and use an internet website to post information of interest to Class Members including
14 the date, time and location for the Final Approval Hearing and copies of the Settlement
15 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
16 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
17 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
18 the Final Approval and the Judgment. The Administrator will also maintain and monitor
19 an email address and a toll-free telephone number to receive Class Member calls and
20 emails.

21 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
22 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
23 Not later than 5 days after the expiration of the deadline for submitting Requests for
24 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
25 containing (a) the names and other identifying information of Class Members who have
26 timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and
27 other identifying information of Class Members who have submitted invalid Requests
28 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 PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by

1 employee identification number only of all payments made under this Agreement. At
2 least 7 days before any deadline set by the Court, the Administrator will prepare, and
3 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
4 Court attesting to its disbursement of all payments required under this Agreement. Class
5 Counsel is responsible for filing the Administrator's declaration in Court.

6 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

7 Based on its records, Defendants estimate that, as of the date of mediation, which
8 occurred on November 13, 2025, (1) there were 381 Class Members and 28,000 total Workweeks
9 and (2) there were 222 Aggrieved Employees who worked 6,518 PAGA Pay Periods, through
10 the date of mediation.

11 8.1. Increase in Workweeks. In the event the number of Workweeks worked by Class
12 Members between December 4, 2020 through November 13, 2025 increases by more than 10%,
13 or 2,800 Workweeks, then the Gross Settlement Amount shall be increased proportionally by
14 workweeks in excess of 30,800 multiplied by the workweek value. The workweek value shall be
15 calculated by dividing the Gross Settlement Amount by 28,000. The Parties agree that the
16 workweek value amounts to \$19.64 per workweek (\$550,000 / 28,000 workweeks). Thus, for
17 example, should there be 31,000 workweeks, the Gross Settlement Amount will increase by
18 \$3,928.00 [(31,000 workweeks – 30,800 workweek) x \$19.64 / workweek.]]. Defendants shall
19 provide the class data to the administrator no later than 30 days after full execution of the long
20 form agreement.

21 **9. MOTION FOR FINAL APPROVAL**

22 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
23 final approval of the Settlement that includes a request for approval of the PAGA settlement
24 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
25 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
26 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
27 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
28 any disagreements concerning the Motion for Final Approval.

1 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
2 by a Participating Class Member, including the right to file responsive documents in Court no
3 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
4 by the Court.

5 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
6 Approval on any material change to the Settlement (including, but not limited to, the scope of
7 release to be granted by Class Members), the Parties will expeditiously work together in good
8 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
9 Approval. The Court's decision to award less than the amounts requested for the Class
10 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
11 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
12 alleged wrongful termination, shall not constitute a material modification to the Agreement
13 within the meaning of this paragraph.

14 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
15 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
16 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
17 and (iii) addressing such post-Judgment matters as are permitted by law.

18 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
19 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
20 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
21 respective counsel, and all Participating Class Members who did not object to the Settlement as
22 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
23 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
24 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
25 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
26 Parties' obligations to perform under this Agreement will be suspended until such time as the
27 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
28 the amount of the Net Settlement Amount.

1 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
2 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
3 modification of this Agreement (including, but not limited to, the scope of release to be granted
4 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
5 expeditiously work together in good faith to address the appellate court's concerns and to obtain
6 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
7 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
8 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
9 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
10 as long as the Gross Settlement Amount remains unchanged

11 **10. AMENDED JUDGMENT**

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

14 **11. ADDITIONAL PROVISIONS**

15 11.1. No Admission of Liability, Class Certification or Representative Manageability for Other
16 Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
17 Nothing in this Agreement is intended or should be construed as an admission by Defendants
18 that any of the allegations in the Operative Complaint have merit or that Defendants have any
19 liability for any claims asserted; nor should it be intended or construed as an admission by
20 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
21 certification and representative treatment is for purposes of this Settlement only. If, for any
22 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
23 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
24 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
25 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
26 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
27 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
28 Settlement and this Agreement).

1 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and
2 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
3 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
4 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
5 or indirectly, specifically or generally, to any person, corporation, association, government
6 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
7 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
8 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
9 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
10 government agency. Each Party agrees to immediately notify each other Party of any judicial or
11 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
12 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
13 conversation or other communication, before the filing of the Motion for Preliminary Approval,
14 any with third party regarding this Agreement or the matters giving rise to this Agreement except
15 to respond only that "the matter was resolved," or words to that effect. This paragraph does not
16 restrict Class Counsel's communications with Class Members in accordance with Class
17 Counsel's ethical obligations owed to Class Members.

18 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
19 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
20 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
21 ability to communicate with Class Members in accordance with Class Counsel's ethical
22 obligations owed to Class Members.

23 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
24 together with its attached exhibits shall constitute the entire agreement between the Parties
25 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
26 inducements made to or by any Party.

27 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
28 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate

1 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
2 its terms, and to execute any other documents reasonably required to effectuate the terms of this
3 Agreement including any amendments to this Agreement.

4 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
5 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
6 Settlement Agreement, submitting supplemental evidence and supplementing points and
7 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
8 or content of any document necessary to implement the Settlement, or on any modification of the
9 Agreement that may become necessary to implement the Settlement, the Parties will seek the
10 assistance of a mediator and/or the Court for resolution.

11 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
12 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
13 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
14 action, or right released and discharged by the Party in this Settlement.

15 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
16 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
17 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
18 Part 10, as amended) or otherwise.

19 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
20 modified, changed, or waived only by an express written instrument signed or agreed to by all
21 Parties or their representatives, and approved by the Court. Plaintiff and Defendants expressly
22 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
23 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
24 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
25 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
26 the use of signatures previously provided by the Parties.

27 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
28 the benefit of, the successors of each of the Parties.

1 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California, without
3 regard to conflict of law principles.

4 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
5 this Agreement. This Agreement will not be construed against any Party on the basis that the
6 Party was the drafter or participated in the drafting

7 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
8 during Action and in this Agreement relating to the confidentiality of information shall survive
9 the execution of this Agreement

10 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
11 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
12 in connection with the mediation, other settlement negotiations, or in connection with the
13 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
14 be used in any way that violates any existing contractual agreement, statute, or rule of court.

15 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
16 inserted for convenience of reference only and does not constitute a part of this Agreement.

17 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
18 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
19 weekend or federal legal holiday, such date or deadline shall be on the first business day
20 thereafter.

21 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
22 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
23 be accepted as an original. All executed counterparts and each of them will be deemed to be one
24 and the same instrument if counsel for the Parties will exchange between themselves signed
25 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
26 and contents of this Agreement.

27 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
28 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further

1 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
2 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
3 process.

4 **11.19. Severability.** In the event that one or more of the provisions contained in this Agreement
5 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
6 illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel
7 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
8 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
9 Agreement.

10 **IT IS SO AGREED:**

11 _____ *Julio Cruz* Sep 9, 2026
12 Julio Cruz (Sep 9, 2026 10:08:45 PDT)

13 Plaintiff, Luis Reyes

Julio Cruz, CEO
For Defendant, DCP Services, LLC, by its
Manager, Desert Canyon Post Acute, LLC

17 _____ *Michelle Jimenez* Sep 6, 2026
18 Michelle Jimenez (Sep 6, 2026 11:40:29 PDT)

Michelle Jimenez, Administrator
For Defendant, Desert Canyon Post Acute, LLC

21 **AGREED AS TO FORM ONLY:**

22 _____ *Julie Vogelzang* Sep 9, 2026
23 Julie Vogelzang (Sep 9, 2026 10:12:16 PDT)

24 David D. Bibiyan
25 Vedang J. Patel
Megan R. Lazar
Counsel for Plaintiff

Julie Vogelzang
Counsel for Defendants

process.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Luis Reyes

09/03/2026

Plaintiff, Luis Reyes

For Defendant, DCP Services LLC

For Defendant, Desert Canyon Post Acute, LLC

AGREED AS TO FORM ONLY:

David D. Bibiyan

09/03/2026

David D. Bibiyan
Vedang J. Patel
Megan R. Lazar
Counsel for Plaintiff

Julie Vogelzang
Counsel for Defendants