

## STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“**Settlement Agreement**”) is reached by and between Plaintiff Nevine Girgis (hereinafter “**Plaintiff**”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Life Generations Healthcare LLC (“**Defendant**”), on the other hand. The Settlement Agreement covers non-exempt employees who were employed by one of Defendant’s facilities in California (the “**Facility Defendants**”), which include:

- GHC of Auburn, LLC d.b.a. Siena Skilled Nursing and Rehabilitation Center;
- GHC of Canoga Park, LLC d.b.a. Canyon Oaks Nursing and Rehabilitation Center;
- GHC of Contra Costa, LLC d.b.a. Bayberry Skilled Nursing and Healthcare Center;
- GHC of Daly City 102, LLC d.b.a. St. Francis Heights Convalescent Hospital;
- GHC of Daly City 239, LLC d.b.a. St. Francis Convalescent Pavilion;
- GHC of El Cajon, LLC d.b.a. Bradley Court,
- GHC of Henderson, LLC d.b.a. Horizon Ridge Skilled Nursing And Rehabilitation Center;
- GHC of Kearny Mesa, LLC d.b.a. Kearny Mesa Convalescent And Nursing Home;
- GHC of La Mesa, LLC d.b.a. Arbor Hills Nursing Center;
- GHC of Lakeside, LLC d.b.a. Lakeside Special Care Center;
- GHC of Lakeview Terrace, LLC d.b.a. Lakeview Terrace Special Care Center;
- GHC of Lompoc, LLC d.b.a. Lompoc Skilled Nursing And Rehabilitation Center;
- GHC of Los Gatos, LLC d.b.a. Plum Tree Care Center;
- GHC of Modesto, LLC d.b.a. English Oaks Convalescent And Rehabilitation Hospital;
- GHC of National City I, LLC d.b.a. Friendship Manor Nursing And Rehabilitation Center;
- GHC of National City II, LLC d.b.a. Castle Manor Nursing And Rehabilitation Center;
- GHC of Newport Beach, LLC d.b.a. Newport Nursing And Rehabilitation Center;
- GHC of Pleasanton, LLC d.b.a. Pleasanton Nursing And Rehabilitation Center;
- GHC of SAC-RCFE, LLC d.b.a. Gramercy Court Assisted Living;
- GHC of SAC-SNF, LLC d.b.a. Gramercy Court Skilled Nursing And Rehabilitation Center;
- GHC of SAN FRAN 180, LLC d.b.a. City View Post Acute;
- GHC of SAN FRAN 68, LLC d.b.a. Lawton Skilled Nursing And Rehabilitation Center;
- GHC of San Jose, LLC d.b.a. Vista Manor Nursing Center;
- GHC of San Rafael, LLC d.b.a. Smith Ranch Skilled Nursing And Rehabilitation Center;
- GHC of Santee, LLC d.b.a. Stanford Court Skilled Nursing And Rehabilitation Center;
- GHC of Sunnyvale, LLC d.b.a. Cedar Crest Nursing And Rehabilitation Center;
- GHC of TEM-RCFE, LLC d.b.a. Temecula Memory Care;
- GHC of TEM-SNF, LLC d.b.a. Temecula Healthcare Center;
- GHC of Upland RCFE, LLC d.b.a. Heritage Court Assisted Living;
- GHC of Upland SNF, LLC d.b.a. Heritage Park Nursing Center;

- GHC of Walnut Creek, LLC d.b.a. Walnut Creek Skilled Nursing And Rehabilitation Center;
- GHC of Sacramento, LLC;
- GHC of North-Master, LLC;
- GHC of Master ANB-FRESNO, LLC;
- GHC of EL C-RCFE, LLC;
- GHC of Fresno, LLC d.b.a. Horizon Health & Subacute Center;
- GHC of Blue Oaks, LLC;
- GHC of Anberry, LLC d.b.a. Anberry Nursing and Rehabilitation Center;
- GHC of San Jose Note, LLC;
- GHC of Strive, LLC;
- GHC of Temecula, LLC;
- GHC of Upland Dementia, LLC; and
- Theragen, LLC

Plaintiff, individually and on behalf of the Settlement Class, Defendant, and Facility Defendants are referred to herein collectively as the “**Parties.**”

The Settlement Agreement resolves the class action lawsuit filed by Plaintiff against Defendant and Facility Defendants in the Orange County Superior Court, entitled *Nevine Girgis v. Life Generations Healthcare LLC, et al.*, Case No. 30-2022-01284746-CU-OE-CXC, and the PAGA lawsuit by Plaintiff against Defendant and Facility Defendants in the Orange County Superior Court, entitled *Nevine Girgis v. Life Generations Healthcare LLC, et al.*, Case No. 30-2022-01298476-CU-OE-CXC (collectively, the “**Action**”).

Plaintiff and the Settlement Class are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC (“**Class Counsel**”). Defendant and Facility Defendants are represented by Maria Z. Stearns, Peter Hering, and Amy Pfeifer of Rutan & Tucker LLP (“**Defendants’ Counsel**”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle the Action both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class or Class Member(s).** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following “**Settlement Class**”:

All current and former non-exempt employees who were employed by one of the Facility Defendants in California at any time from October 6, 2021 through August 5, 2023 (the “**Relevant Time Period**”).

The term “**Class Member(s)**” uses the same definition as Settlement Class.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any

claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, Facility Defendants, and all of their past, present, future divisions, affiliates, predecessors, successors, assigns, shareholders, members, owners, officers, directors, employees, managers, agents, professional employer organizations, staffing companies, attorneys, representatives, administrators, parents, and subsidiaries (collectively, the “**Released Parties**”), as follows:

- A. **Class Release.** Class Members who do not opt out (“**Participating Class Members**”) will release any and all claims, contingent or accrued, that have been, or could have been, asserted against Defendant or Facility Defendants based on the facts alleged in the First Amended Class and Representative Action Complaint (“**FAC**”), including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due during employment or final wages due upon termination; (f) failure to reimburse necessary business expenses; (g) inaccurate wage statements; (h) failure to maintain accurate payroll records; (i) failure to provide and accurately pay paid sick leave and COVID supplemental sick leave; and (j) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC (collectively, the “**Released Class Claims**”). The period of the Release shall extend to the limits of the Relevant Time Period. By operation of the Court’s order granting final approval of the Settlement Agreement, the Plaintiff and the Participating Class Members, and all successors in interest, shall be permanently enjoined and forever barred from prosecuting any and all Released Class Claims against the Released Parties.
- B. **PAGA Release.** Plaintiff, as the representative of the State of California and all Class Members, and on behalf of Plaintiff’s current, former, and future heirs, executors, administrators, attorneys, agents, and assigns releases all claims for statutory penalties against the Released Parties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s October 12, 2022 pre-filing PAGA letter to the Labor & Workforce Development Agency (“**LWDA**”) and Plaintiff’s September 27, 2023 and October 19, 2023 amended PAGA letters, including for PAGA violations associated with the Released Class Claims, during the Relevant Time Period (collectively, the “**Released PAGA Claims**”).
- C. **Plaintiff’s Release.** In light of Plaintiff’s Class Representative Enhancement Payment, Plaintiff has also agreed to release, in addition to the Released Class Claims and the Released PAGA Claims described above, all claims, whether known or unknown, under federal law or state law against the Released Parties. Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

**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.**

However, to the extent that Plaintiff has claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Effective Date.** The “**Effective Date**” of this Settlement Agreement shall be the later of (i) the 61<sup>st</sup> day after service of notice of entry of the Final Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon all of the following occurring: (a) this Settlement Agreement has been signed by the Parties, Class Counsel, and Defendants’ Counsel; (b) the Court has entered a Preliminary Approval Order pursuant to Section 9 of this Settlement Agreement; (c) the Court-approved Class Notice has been mailed to the Class Members as ordered by the Court in this Action; and (d) the Court has entered a Final Order and Judgment pursuant to Section 11 of this Settlement Agreement.
  
4. **Gross Settlement Amount.** As consideration, Defendant has agreed to pay a non-reversionary Gross Settlement Amount (or “**GSA**”) of One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) in full and complete settlement of the Action, as follows:
  - A. The Parties have agreed to engage APEX Class Action LLC, as the “**Settlement Administrator**” to administer this Settlement.
  - B. Within seven (7) business days of the Effective Date, Defendant shall deposit the GSA with the Settlement Administrator (the “**Funding Date**”).
  - C. This is a non-reversionary settlement. The GSA includes:
    - (1) All payments (including interest) to the Settlement Class;
    - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Forty-Five Thousand Dollars and Zero Cents (\$45,000.00). If the actual costs exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00), the additional costs shall be deducted from the GSA. If the actual costs are less than Forty-Five Thousand Dollars and Zero Cents (\$45,000.00), the difference will be added to the Net Settlement Amount (defined below);
    - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff as a “**Class Representative Enhancement Payment**” in recognition of her contributions to the Action and her service to the

Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke any part of this Settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will be added to the Net Settlement Amount (defined below);

- (4) Up to one-third of the GSA in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Forty Thousand Dollars and Zero Cents (\$40,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will be added to the Net Settlement Amount (defined below); and
- (5) Seventy-five Thousand Dollars and Zero Cents (\$75,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifty-six Thousand Two Hundred Fifty Dollars and Zero Cents (\$56,250.00) will be payable to the LWDA (the "**LWDA Amount**"), and the remaining twenty-five percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00), will be payable to the Settlement Class (the "**PAGA Amount**").

- D. Defendant's share of employer-side payroll taxes shall be paid by Defendant separately, and in addition to, the GSA. Defendant will deposit the employer-side payroll taxes with the Settlement Administrator on the Funding Date.
- E. **Escalator Clause.** Defendant represents there are approximately 150,000 pay periods during the Relevant Time Period. If, at the time of preliminary approval, the number of pay periods has increased by more than 5% (*i.e.*, if there are more than 157,500 pay periods), then Defendant agrees to increase the GSA proportionally (*e.g.*, if the actual number of pay periods was 8% greater than 150,000 pay periods, Defendant would agree to increase the GSA by 8%).

5. **Payments to the Settlement Class.** Class Members are not required to submit a claim form to receive a payment ("**Settlement Award**") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the GSA the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Enhancement Payment, the LWDA Amount, the PAGA Amount, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "**Net Settlement Amount.**"

- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Class Member's Settlement Award based on the following formula:
- i. Payments to all Participating Class Members: Ninety percent (90%) of the Net Settlement Amount will be distributed to all Participating Class Members based on each Participating Class Member's proportionate pay periods worked during the Relevant Time Period, and will be determined by multiplying 90% of the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's number of pay periods worked during the Relevant Time Period, and the denominator of which is the total pay periods worked by all Participating Class Members during the Relevant Time Period.
  - ii. Waiting Time Amount: Ten percent (10%) of the Net Settlement Amount shall be designated as the "**Waiting Time Amount**." Each Participating Class Member whose employment with the Facility Defendants ended at any time during the Relevant Time Period shall receive an equal, pro-rata share of the Waiting Time Amount.
  - iii. PAGA Amount: Each Class Member who was employed by Facility Defendants at any time during the Relevant Time Period (including those Class Members who submit a valid and timely Request for Exclusion from the class action settlement) shall receive a portion of the Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) designated as the "PAGA Amount" and shall be paid based on the proportionate number of pay periods that he or she worked during the Relevant Time Period (the "**Individual PAGA Awards**").
- C. Within five (5) business days after the Court enters the Final Order and Judgment, defined below, the Settlement Administrator will provide (i) the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement, including the Defendant's share of employer-side payroll taxes; and (ii) the wiring instructions for the deposit of the GSA and the Defendant's share of employer-side payroll taxes. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will calculate Settlement Award amounts and Individual PAGA Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Participating Class Members, and Individual PAGA Awards to all Class Members ("**Settlement Proceeds Distribution Date**"). The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendants' Counsel.
- D. The Settlement Administrator shall pay the LWDA Amount within 2 calendar days of the Settlement Proceeds Distribution Date.

- E. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: (i) twenty (20%) as wages; and (ii) eighty (80%) as penalties and interest. The Individual PAGA Awards will be considered 100% penalties. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. It is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefits plans.
- F. Each Class Member who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Class Members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Class Member to whom the check was issued, until such time that they claim their property.
- G. Neither Plaintiff nor Defendant nor any of the Released Parties shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys’ Fees and Costs.** Defendant will not object to Class Counsel’s request for a total award of attorneys’ fees of one-third of the GSA, which is currently estimated to be Six Hundred Thousand Dollars and Zero Cents (\$600,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), from the GSA. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court’s approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award awarded by the Court. Settlement Administrator will pay Class Counsel within 2 calendar days of the Settlement Proceeds Distribution Date.

7. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for her time and risk in prosecuting this case, and her service to the Settlement Class. This award will be in addition to Plaintiff’s Settlement Award as a Class Member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested enhancement payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding. Settlement

Administrator will pay Plaintiff within 2 calendar days of the Settlement Proceeds Distribution Date.

8. **Settlement Administrator.** Defendant will not object to the appointment of APEX Class Action LLC as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) for its services from the GSA. The Settlement Administrator shall be responsible for sending notices, calculating Settlement Awards, Individual PAGA Awards, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the GSA only after Settlement Awards and Individual PAGA Awards have been mailed to all participating Class Members.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order (the "**Preliminary Approval Order**"):

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Preliminarily appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Preliminary appointing Nevine Girgis as Class Representative for the Settlement Class;
- D. Approving APEX Class Action LLC as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the **Notice Packet** (which is comprised of the Class Notice and Request for Exclusion Form), which is attached as Exhibit A to this Settlement Agreement, and directing the mailing of same;
- G. Establishing a procedure for Class Members to opt out of the settlement and setting a date after which no Class Members shall be allowed to submit requests to opt out;
- H. Establishing a procedure for Class Members to object to the settlement; and
- I. Scheduling a Final Approval hearing.

Defendant will not oppose Class Counsel's motion for preliminary approval of the settlement so long as the motion and supporting papers are consistent with the terms of this Settlement Agreement. Class Counsel will provide Defendants' Counsel with a reasonable opportunity to review, and provide comments to, the motion for preliminary approval of the settlement before the motion and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendant may, without opposing the preliminary approval motion, advise the Court if



Defendant disagrees with any of the factual statements included by Plaintiff in the motion and supporting papers. Defendants' Counsel will meet and confer with Class Counsel regarding any factual statements it disputes before notifying the Court of any disputes.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) business days after entry of the **Preliminary Approval Order**, Defendant will provide the Settlement Administrator with the names, last known addresses, social security numbers, the number of pay periods worked by each Class Member while employed during the Relevant Time Period, and the termination status of each Class Member (the "**Class Data**"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Class Members through the National Change of Address ("**NCOA**") database to determine any updated addresses for Class Members; (ii) update the address of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Class Member; and (iv) mail a Notice Packet to each Class Member in both English and Spanish at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Class Member who wishes to opt out of the settlement must complete and mail a Request for Exclusion Form (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "**Response Deadline**").
  - i. The Notice Packet shall state that a Class Member who wishes to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion must: (1) contain the name and address of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. Upon receipt of any Request for Exclusion Form before the Response deadline, the Settlement Administrator shall review the request to verify the information contained therein, and to confirm that the request complies with the requirements of this Settlement Agreement. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted.
  - ii. Any Class Member who fails to submit a timely, complete and valid Request for Exclusion will be barred from opting out of this Settlement Agreement or

the settlement, unless otherwise ordered by the Court. The Settlement Administrator will not review or consider any opt-out request postmarked after the Response Deadline, but will report its receipt of any such requests to Class Counsel and Defendants' Counsel. It shall be presumed that, if a Request for Exclusion is not postmarked on or before the Response Deadline, the Class Member did not make the request in a timely manner. A declaration submitted by any Class Member attesting to the mailing of an opt-out request on or before the Response Deadline, in and of itself shall be insufficient to overcome the conclusive presumption that the opt-out request was not postmarked on or before the Response Deadline. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to file a request to opt out of the settlement without Defendants' written consent.

- iii. With the exception described in the following sentence, any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, Class Members who were employed by Defendant at any time during the Relevant Time Period and submit a valid and timely Request for Exclusion from the class action settlement shall still be entitled to their portion of the PAGA Amount described above and will be bound by the PAGA Release.
  - iv. If Class Members who account for more than 5% of the pay periods timely opt out of the settlement, Defendant will have the sole and absolute discretion to withdraw from this Settlement Agreement within five (5) business days after the Response Deadline by providing written notice of such withdrawal to Class Counsel. In the event that Defendant elects to so withdraw, the withdrawal shall have the same effect as a termination of this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect, and the class certified pursuant to this Settlement Agreement will be decertified for all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision, it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement Agreement is terminated for any other reason, including the Court's failure to grant final approval of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for the Claims Administrator's fees and costs.
- D. Objections. Class Members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' Counsel, as well as file all such objections with the Court). Defendants' Counsel or Class Counsel may, before the hearing date for Plaintiff's motion for final approval of the settlement, file responses to any written objections submitted to the Court. To be valid, any objection must include: (1) the objecting Class Member's full name and current address, as well as contact

information for any attorney representing the objecting Class Member for purposes of the objection; (2) a clear reference to the Action, including the name and case number; (3) all objections and the factual and legal bases for same; (4) any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; (5) a statement whether the objector intends to appear at the final approval hearing, either in person or through counsel; and (6) be postmarked no later than the Response Deadline.

- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Class Member shall disclose the amount of the Class Member's estimated Settlement Award and Individual PAGA Award, as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Class Member's number of pay periods worked during the Relevant Time Period and whether the Class Member's employment with Facility Defendants ended at any time during the Relevant Time Period. Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards and any Individual PAGA Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Class Member and the Parties.
- F. Re-Mailing. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) calendar days of the mailing, the Class Member received the Notice Packet. Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, an Objection, or a dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by,

the Parties, Class Counsel, or Defendants' Counsel to provide notice of the proposed settlement.

- G. Settlement Administrator Reporting Obligations. Within ten (10) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notice Packets mailed to Class Members, the number of Notice Packets returned as undeliverable, the number of Notice Packets re-mailed to Class Members, the number of re-mailed Notice Packets returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who submitted valid Requests for Exclusion, and the number of Class Members who submitted invalid Requests for Exclusion.
- H. Settlement Administrator Declaration. Within ten (10) business days after the Response Deadline, the Settlement Administrator will serve on the Parties a declaration of due diligence, confirming that the Notice Packet was mailed to all Class Members as required by this Settlement Agreement and setting forth the Settlement Administrator's compliance with its obligations under this Settlement Agreement. Class Counsel will file the Settlement Administrator's declaration with the Court no later than ten (10) calendar days before the final approval hearing. If any material changes occur after the date of the filing of the Settlement Administrator's declaration but before the final approval hearing, the Settlement Administrator will supplement its declaration.
- I. Non-Interference With Claims Procedure. The Parties and their counsel agree that they will not seek to solicit or otherwise encourage Class Members to submit requests for exclusion or objections to the settlement or to appeal from the Final Order and Judgment.

11. **Final Approval.** Following preliminary approval and no sooner than 15 business after the Response Deadline, Plaintiff shall apply to the Court for entry of an Order (the "**Final Order and Judgment**"):

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payment, LWDA Amount, and settlement administration costs;
- C. Permanently enjoining all Participating Class Members from pursuing, or seeking to reopen, the Released Class Claims against the Released Parties; and
- D. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context

other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Non-Disclosure and Non-Publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Class Members, as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, or unless otherwise ordered by the Court. In response to any inquiries, Plaintiff shall state, "The case was resolved and it was resolved confidentially." Class Counsel shall not report this Settlement in any medium or in any publication, shall not post or report anything regarding Plaintiff's claims on Class Counsel's website or on social media, and shall not contact any reporters or media regarding the Settlement. Class Counsel are authorized to make a limited disclosure for the purpose of obtaining approval of the Settlement. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Ongoing Cooperation.** Plaintiff and Defendant will execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement. The executing of documents must take place prior to the Final Hearing Date. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement Agreement, the Parties agree to seek the assistance of the Court.

16. **Automatic Voiding Of Agreement If Settlement Not Finalized.** If for any reason the Settlement set forth in this Agreement does not become final, the Settlement will be null and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated, and the Parties will be returned to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never entered into this Agreement, and the class certified pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all negotiations shall not be admissible or discoverable in the Action or otherwise.

17. **Invalidation Of Agreement For Failure To Satisfy Conditions.** If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 16 of this Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement,

in which case Defendant would not be obligated to make any payments to any Class Member, to Class Counsel, or to the Plaintiff. The Parties shall meet and confer in good faith as necessary before exercising such right.

18. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Maria Z. Stearns, Peter Hering, Rutan & Tucker LLP, 18575 Jamboree Road, 9<sup>th</sup> Floor, Irvine California 92612; mstearns@rutan.com, phering@rutan.com

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

19. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

20. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

21. **Governing Law.** This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

22. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

23. **Severability.** The Parties to this Settlement Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each and every provision of this Settlement Agreement shall be considered severable, except for the release provisions of Section 2 of this Settlement Agreement. If a court of competent jurisdiction finds the release provisions of Section 2 of this Settlement Agreement to be unenforceable or invalid, then this Settlement Agreement shall become voidable and all payments made pursuant to this Settlement Agreement shall be returned to Defendant. If a court of competent jurisdiction finds any provision other than the release provisions of Section

2, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

24. **Representation and Warranties.** Class Counsel, Plaintiff, and the Class jointly and severally represent and warrant to Defendant that there are no attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the Settlement Agreement contemplated hereby. To the extent those representations are false or other attorneys do have claims for fees arising out of the Action or this Settlement Agreement, Class Counsel and the Class jointly and severally agree to fully indemnify Defendant for any damages it incurs as a result of those claims, including, but not limited to, all attorneys' fees and costs.

25. **Representation By Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and Final Judgment, the Settlement Administrator may distribute funds to Class Members, Class Counsel, and Plaintiff as provided by this Settlement Agreement.

26. **Authorization By Plaintiff.** Plaintiff authorizes Class Counsel to sign this Agreement and further agrees not to request to be excluded from the Class and not to object to any terms of this Settlement Agreement. Any such request by Plaintiff for exclusion or objection shall therefore be void and of no force or effect.

27. **Attorneys' Fees and Costs.** No Participating Class Member or Class Counsel or any other attorney acting for any Participating Class Member may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the GSA except as expressly provided in this Settlement Agreement.

28. **No Reliance on Representations.** The Parties have made such investigations of the facts and the law pertaining to the matters described herein and this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any party concerning this Settlement Agreement.

29. **No Collateral Attack.** This Settlement Agreement shall not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of his or her Settlement Award or for opting out of the Settlement.

IT IS SO AGREED:

DATED: June 3, 2024

Defendant Life Generations Healthcare, LLC

By: <sup>DocuSigned by:</sup> Marissa Brandel  
49359F2E73014A5...

DATED:


Nevine Girgis

By: \_\_\_\_\_  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: June 3, 2024

RUTAN & TUCKER LLP

By:  \_\_\_\_\_  
Maria Z. Stearns  
Peter Hering  
Attorneys for Defendant and Facility  
Defendants

DATED:

HAINES LAW GROUP, APC

By: \_\_\_\_\_  
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiff



IT IS SO AGREED:

DATED:

Defendant Life Generations Healthcare, LLC

By: \_\_\_\_\_

DATED: 05/21/24

Nevine Girgis

By: *Nevine Girgis*  
Nevine Girgis (May 21, 2024 13:31 PDT)  
Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**


DATED:

RUTAN & TUCKER LLP

By: \_\_\_\_\_  
Maria Z. Stearns  
Peter Hering  
Attorneys for Defendant and Facility  
Defendants

DATED: 05/21/24

HAINES LAW GROUP, APC

By:   
Paul K. Haines  
Sean M. Blakely  
Attorneys for Plaintiff