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 14 BAYRON GONZALEZ AGUILAR

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **COUNTY OF LOS ANGELES**

17 BAYRON GONZALEZ AGUILAR, individually
 18 and on behalf of others similarly situated,

19 Plaintiff,

20 vs.

21 ALAMITOS RIDGE HEATHLCARE, LLC, a
 22 California limited liability company; and DOS
 23 Defendants.

24 Case No.: 23STCV18524

25 *Assigned for all purposes to Hon. David
 26 S. Cunningham III, Dept. 11*

27 **AMENDED JOINT STIPULATION
 28 OF CLASS ACTION AND PAGA
 SETTLEMENT**

Complaint Filed: August 4, 2023
 FAC Filed: April 10, 2024
 Trial: None Set

1 attorneys' fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Two Hundred
2 and Forty-Six Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$246,750.00) and the
3 reimbursement of reasonable costs and expenses associated with the litigation and settlement of
4 the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court's approval.
5 Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of
6 reasonable costs and expenses in the amount set forth above.

7 5. "Class List" means a complete list of all Class Members that Defendant will in good
8 faith compile from their records and provide to the Settlement Administrator within Thirty (30)
9 calendar days after the date on which the Court enters an order granting preliminary approval of
10 the Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet
11 containing the following information for each Class Member: (1) full name; (2) last known home
12 address; (3) last known telephone number; (4) social security number; and (5) start and end dates
13 of active employment of each Class Member; (6) total Workweeks during the Class Period; (7)
14 total Workweeks during the PAGA Period; and (8) any other reasonable information required by
15 the Settlement Administrator in order to effectuate the terms of the Settlement.

16 6. "Class" or "Class Members" means all current and former non-exempt employees
17 of Defendant that worked in the State of California at any time during the Class Period ("Class").

18 7. "Class Period" means the period commencing on August 1, 2022 and ending on
19 October 17, 2024.

20 8. "Class Representative" means Plaintiff Bayron Gonzalez Aguilar in his capacity as
21 a representative of the Class Members.

22 9. "Class Representative Incentive Payment" means the amount that the Court
23 authorizes to be paid to Plaintiff in addition to his Individual Settlement Payment, in recognition
24 of the effort and risk he has taken in assisting with the prosecution of the Action and in exchange
25 for a General Release of his claims as provided herein, at no additional cost to Defendant.

26 10. "Court" means the Superior Court of the State of California for the County of Los
27 Angeles.

1 11. “Defendant” means Alamitos Ridge Healthcare, LLC d/b/a Ocean Ridge Post
2 Acute.

3 12. “Effective Date” means the later of the following: (a) if no timely objections are
4 filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b)
5 if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being
6 filed; (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such
7 appeal in a way that does not alter the terms of the settlement. Defendant and Defendant’s Counsel
8 waive all rights to appeal the Final Approval Order.

9 13. “Employer Taxes” means employer-funded taxes and contributions imposed on the
10 wage portions of the Individual Settlement Payments under the Federal Insurance Contributions
11 Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions
12 required of employers, such as for unemployment insurance.

13 14. “Final Approval” means the date of final affirmation of the Court’s signed Order
14 and Judgment granting final approval of this Settlement.

15 15. “General Release” means the broader release of all claims by Plaintiff in the Action,
16 which is in addition to Plaintiff’s release of claims as a Participating Class Member.

17 16. “Gross Settlement Amount” means the total sum of Seven Hundred Five Thousand
18 Dollars and Zero Cents (\$705,000.00) which shall be paid by Defendant into a Qualified
19 Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the
20 Gross Settlement Amount will return to Defendant and includes: (1) payments to the Class, (2)
21 Class Counsel’s fees, (3) Class Counsel’s costs, (4) Settlement Administration Costs, (5) Class
22 Representative Incentive Payment to Plaintiff; and (6) the PAGA Payment to the LWDA and
23 PAGA Members. The Gross Settlement Amount is exclusive of the employer’s share of any
24 applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendant
25 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus
26 any applicable employer-side payroll taxes shall be the maximum amount that Defendant is
27 required to pay under the Settlement. In the event that the consideration due under this Agreement
28 is not paid, then the Settlement is voidable at the option of Plaintiff. Payment shall be made per

1 the terms of this Agreement. If the Agreement is voided, then the time for Plaintiff to bring class
2 and/or aggrieved employee claims, will be tolled from the date that this Agreement is fully
3 executed. The Gross Settlement Amount will be funded by Defendant within thirty (30) days of
4 final approval of the settlement provided no objections/appeals to the settlement are filed.

5 17. "Individual Settlement Payment" means the amount payable from the Net
6 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
7 eligible to receive from the employee portion of the PAGA Payment.

8 18. "Net Settlement Amount" means the funds available for payments to the Class,
9 which shall be the amount remaining after the following amounts are deducted from the Gross
10 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
11 Administration Costs, (4) Class Representative Incentive Payment to Plaintiff; and (5) the PAGA
12 Payment to the LWDA and PAGA Members.

13 19. "Notice" means the Notice of Class Action Settlement in a form substantially
14 similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed
15 to Class Members' last known addresses, and which will provide Class Members with information
16 regarding the Action and information regarding the settlement of the Action.

17 20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
18 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

19 21. "PAGA Payment" means the payment to the State of California Labor and
20 Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total
21 amount allocated toward penalties under the PAGA and payments to the PAGA Members of their
22 (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be
23 paid from the Gross Settlement Amount. The Parties have agreed that Forty Thousand Dollars
24 and Zero Cents (\$40,000.00) of the Gross Settlement Amount will be allocated toward penalties
25 under the PAGA of which Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be paid to
26 the LWDA and Ten Thousand Dollars and Zero Cents (\$10,000.00) will be distributed to PAGA
27 Members on a *pro rata* basis based on Workweeks worked by the PAGA Members within the
28 PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA

1 Payment and will be deemed to have released any claims arising out of PAGA regardless of their
2 decision to participate in the class action if the PAGA Payment is approved by the Court.

3 22. "PAGA Period" means the period from February 5, 2023, through and ending on
4 October 17, 2024

5 23. "PAGA Members" means Class Members who were employed by Defendant
6 during the PAGA Period.

7 24. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
8 Plaintiff or Defendant, individually.

9 25. "Participating Class Members" means all Class Members who do not submit valid
10 and timely Requests for Exclusion. No claim form is required for a Class Member to become a
11 Participating Class Member.

12 26. "Plaintiff" means Bayron Gonzalez Aguilar.

13 27. "Preliminary Approval" means the Court order granting preliminary approval of
14 the Settlement Agreement.

15 28. "Objection" means a Class Member's valid and timely written objection to the
16 Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response
17 Deadline and include: (a) the objector's full name, signature, address, telephone number, the
18 approximate dates of employment in California, last four digits of the Class Member's social
19 security number or employee ID number; (b) the case name and number; (c) a written statement
20 of all grounds for the objection accompanied by legal support, if any, for such objection; (d) copies
21 of any papers, briefs, or other documents upon which the objection is based, if any; (e) a statement
22 describing whether the objector intends to appear at the Final Approval Hearing, either in person
23 or through counsel at the Class Member's expense; and (f) the identity of the objector's counsel,
24 if the objector is represented by counsel.

25 29. "Released Class Claims" means all claims, debts, rights, demands, liabilities,
26 obligations and causes of actions that are alleged, or reasonably could have been alleged, based on
27 the facts alleged in the operative Complaint and First Amended Complaint in the Action, including
28 factual claims regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages

1 and overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii)
2 failure to provide rest periods or compensation in lieu thereof; (iv) failure to reimburse necessary
3 business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay
4 wages timely at time of termination or resignation; (vii) failure to provide timely pay wages during
5 employment; and (viii) unfair business practices pursuant to Business and Professions Code
6 section 17200 *et. seq.*. This release shall apply to claims arising during the Class Period.

7 30. “Released PAGA Claims” means all claims for civil penalties under the California
8 Labor Code Private Attorneys General Act of 2004 for civil penalties that could have been
9 premised on the facts alleged in Plaintiff’s August 4, 2023 LWDA Letter, the January 2, 2024
10 LWDA Letter, the Complaint, and the First Amended Complaint including but not limited to
11 penalties that could have been awarded pursuant to Labor Code sections 210, 226, 226.3, 1174.5,
12 1197.1, 558, and 2699.

13 31. “Released Parties” means Defendant Alamos Ridge Healthcare, LLC d/b/a Ocean
14 Ridge Post Acute as named by Plaintiff in the operative complaint, and their past, present and/or
15 future, direct and/or indirect, owners, officers, directors, members, managers, agents,
16 representatives, attorneys, accountants, insurers, partners, investors, shareholders, administrators,
17 parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint
18 venturers.

19 32. “Request for Exclusion” means a valid and timely written statement submitted by
20 a Class Member requesting to be excluded from the Action. To be effective, the Request for
21 Exclusion must be submitted by the Response Deadline and contain (a) the Class Member’s name,
22 signature, address, telephone number, dates of employment in California, and the last four digits
23 of the Class Member’s Social Security number and/or the Employee ID number (b) the case name
24 and number; and (c) a clear statement requesting to be excluded from the settlement of the class
25 claims similar to the following: “I wish to exclude myself from the class settlement reached in the
26 matter of “*Bayron Gonzalez Aguilar v. Alamos Ridge Healthcare, LLC*, filed in the Los Angeles
27 County Superior Court, Case No. 23STCV18524, I understand that by excluding myself, I will not
28 receive money from the settlement of my individual claims.” To be effective, the Request for

1 Exclusion must be post-marked by the Response Deadline and received by the Settlement
2 Administrator. The Request for Exclusion shall not be effective as to the Released PAGA Claims
3 as Class Members have no right to exclude themselves (opt-out) of the PAGA component of the
4 Settlement.

5 33. “Response Deadline” shall be sixty (60) calendar days after the Settlement
6 Administrator mails Notice to Class Members and the last date on which Class Members may
7 submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event
8 the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the
9 next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
10 Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is
11 re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or
12 Federal holiday, in which case the Response Deadline will be extended to the next day on which
13 the U.S. Postal Service is open. The Response Deadline may also be extended by express
14 agreement between Class Counsel and Defendant. Under no circumstances, however, will the
15 Settlement Administrator have the authority to unilaterally extend the deadline for Class Members
16 to submit a Request for Exclusion or Objection to the Settlement.

17 34. “Settlement” means the disposition of the Action pursuant to this Agreement and
18 the Judgment.

19 35. “Settlement Administrator” means APEX Class Action Settlement Administrators.
20 The Parties each represent that they do not have any financial interest in the Settlement
21 Administrator or otherwise have a relationship with the Settlement Administrator that could create
22 a conflict of interest.

23 36. “Settlement Administration Costs” mean the costs payable from the Gross
24 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
25 but not limited to, printing, distributing, and tracking documents for this Settlement,
26 calculating/confirming the class member Workweeks from the information contained in the Class
27 List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting,
28 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other

1 duties and responsibilities set forth herein to process this Settlement, and as requested by the
 2 Parties. Settlement Administration Costs shall not exceed Nine Thousand Five Hundred Dollars
 3 and Zero Cents (\$9,500.00).

4 37. “Workweek” shall mean any calendar week (*i.e.*, a week beginning with Sunday
 5 and ending with Saturday) during which a Class Member/PAGA Member worked at least one (1)
 6 day for Defendant during the Class Period and/or PAGA Period, and based on hire dates, re-hire
 7 dates and termination dates.

8 **TERMS OF THE AGREEMENT**

9 38. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
 10 all applicable employer-side payroll taxes within 30 days of Final Approval of the Settlement and
 11 the occurrence of the Effective Date. The following will be paid out of the Gross Settlement
 12 Amount: the sum of payments to the Class, Class Counsel’s fees, Class Counsel’s costs, Settlement
 13 Administration Costs, Incentive Payment to Plaintiff, and Payment of PAGA Penalties to be paid
 14 to the LWDA and PAGA Members, as specified in this Agreement. Except for any employer-side
 15 taxes due on the Individual Settlement Payments, or as a result of a potential increase in the number
 16 of Workweeks as set forth below in paragraph 40, Defendant shall not be required to pay more
 17 than the Gross Settlement Amount plus any applicable employer-side payroll taxes. The Gross
 18 Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to
 19 Defendant.

20 39. Adequacy of Consideration: The Parties agree that the consideration described
 21 herein constitutes adequate consideration for the Settlement and releases described herein.

22 40. Potential Increase to the Gross Settlement Amount: Defendant represented there
 23 were approximately 16,374 Workweeks (worked by approximately 440 Class Members) within
 24 the Class Period. Should the actual number of Workweeks increase by more than ten percent (10%)
 25 (*i.e.* by more than 1,637 additional Workweeks) through the Class Period, Defendant shall increase
 26 the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of
 27 Workweeks worked by the Class Members above 10% (for example, if the number of Workweeks
 28 increases by 11%, the Gross Settlement Amount will increase by 1%;

1 41. Funding of the Gross Settlement Amount: Within thirty (30) calendar days of Final
2 Approval of the Settlement, as defined in this Agreement, Defendant will deposit the Gross
3 Settlement Amount and all employer-side payroll taxes on the Individual Settlement Payments
4 into a Qualified Settlement Fund (QSF) to be established by the Settlement Administrator.
5 Defendant shall provide all information necessary for the Settlement Administrator to calculate
6 necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID
7 number, and other information requested by the Settlement Administrator, no later than seven (7)
8 calendar days of the Effective Date. This information shall be kept confidential from Plaintiff.
9 Defendant may not vary from the Court approved scheduling for the funding of the Gross
10 Settlement Amount unless the Parties agree otherwise; it is not anticipated there would be a need
11 to alter the funding date. If Defendant has an objection to the Court approved funding timeline,
12 Defendant must seek *ex parte* relief from the Court about its objection, unless Plaintiff agrees with
13 Defendant otherwise.

14 42. Distribution of the Gross Settlement Amount: No later than seven (7) calendar days
15 after the funding of the Gross Settlement Amount, the Settlement Administrator will issue
16 payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and
17 Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d) Class
18 Counsel's Fees and Costs and (e) Settlement Administration Costs.

19 43. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
20 motion by Class Counsel for attorneys' fees up to 35% of the Gross Settlement Amount, or Two
21 Hundred and Forty-Six Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$246,750.00)
22 plus the reimbursement of reasonable costs and expenses associated with the litigation and
23 settlement of the Action, in an amount not to exceed Thirty Thousand Dollars and Zero Cents
24 (\$30,000.00), both of which will be paid from the gross Settlement Amount. Any portion of the
25 requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net
26 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

27 44. Class Representative Incentive Payment: Defendant agrees not to oppose or object
28 to any application or motion by Plaintiff for Class Representative Incentive Payment of Ten

1 Thousand Dollars and Zero Cents (\$10,000.00). The Class Representative Incentive Payment is in
 2 exchange for the General Release of the Plaintiff's individual claims and for his time, effort and
 3 risk in bringing and prosecuting the Action. Any portion of the requested Class Representative
 4 Incentive Payment that is not awarded to the Class Representative shall be reallocated to the Net
 5 Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

6 45. Settlement Administration Costs: The Settlement Administrator will be paid for the
 7 reasonable costs of administration of the Settlement and distribution of payments from the Gross
 8 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall
 9 not exceed Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00).

10 46. PAGA Payment: Forty Thousand Dollars and Zero Cents (\$40,000.00) shall be
 11 allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the
 12 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment,
 13 or Thirty Thousand Dollars and Zero Cents (\$30,000.00), to the California Labor and Workforce
 14 Development Agency ("LWDA"). Ten Thousand Dollars and Zero Cents (\$10,000.00) will be
 15 distributed to PAGA Members on a pro rata basis based on the total number of Workweeks worked
 16 by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of
 17 the PAGA Payment and will be deemed to have released any claims arising out of PAGA
 18 regardless of their decision to opt-out of the class settlement.

19 47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount
 20 will be used to satisfy the class portion of Participating Class Members Individual Settlement
 21 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount
 22 is as follows:

23	Gross Settlement Amount	\$	705,000.00
24	Incentive Payment:	\$	10,000.00
25	Class Counsel's Fees:	\$	246,750.00
26	Class Counsel's Costs:	\$	30,000.00
27	PAGA Payment	\$	40,000.00
28	Settlement Administration Costs:	\$	<u>9,500.00</u>

1 **Estimated Net Settlement Amount** \$ 368,750.00

2
 3 48. Individual Settlement Payment Calculations: Individual Settlement Payments will
 4 be paid from the Net Settlement Amount that includes the 25% portion of the PAGA Payment
 5 allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

6 a) Calculation of Class Portion of Individual Settlement Payments: The
 7 Settlement Administrator will calculate the total Workweeks for all
 8 Participating Class Members by adding the number of Workweeks worked
 9 by each Participating Class Member during the Class Period. The
 10 respective Workweeks for each Participating Class Member will be divided
 11 by the total Workweeks for all Participating Class Members, resulting in the
 12 Payment Ratio for each Participating Class Member. Each Participating
 13 Class Member’s Payment Ratio will then be multiplied by the Net
 14 Settlement Amount to calculate each Settlement Class Member’s estimated
 15 share of the Net Settlement Amount: (Participating Class Member’s
 16 Workweeks ÷ Workweeks during Class Period) × Net Settlement Amount.

17 b) Calculation of PAGA Portion of Individual Settlement Payments: The
 18 Settlement Administrator will calculate the total Workweeks for all PAGA
 19 Members by adding the number of Workweeks worked by each PAGA
 20 Member during the PAGA Period. The respective Workweeks for each
 21 PAGA Member will be divided by the total Workweeks for all PAGA
 22 Members, resulting in the Payment Ratio for each PAGA Member. Each
 23 PAGA Member’s Payment Ratio will then be multiplied by the employee
 24 portion of the PAGA Payment to calculate each PAGA Member’s estimated
 25 share of the PAGA Payment: (PAGA Member’s Workweeks ÷ Workweeks
 26 during PAGA Period) x \$10,000 (the employee portion of the PAGA
 27 Payment). PAGA Members shall receive this portion of their Individual
 28

1 Settlement Payment and will be deemed to have released any claims arising
 2 out of PAGA regardless of whether they opt out of the participation
 3 regarding the class claims.

4 c) Allocation of Individual Settlement Payments: All Individual Settlement
 5 Payments will be allocated as follows: ten percent (10%) of each Individual
 6 Settlement Payment will be allocated as wages, forty-five percent (45%)
 7 shall be allocated as interest, and forty-five percent (45%) shall be allocated
 8 as penalties. The portion of the Individual Settlement Payment allocated to
 9 wages will be reported by the Settlement Administrator on an IRS Form W-
 10 2. The remaining non-wage payments will be reported on an IRS Form-
 11 1099 by the Settlement Administrator. Individual Settlement Payments
 12 shall be paid exclusively from the QSF, pursuant to the settlement formula
 13 set forth herein. Also, for tax purposes, the Parties agree that 100% of each
 14 PAGA Members' individual payment amount shall constitute penalties and
 15 each PAGA Member will be issued an IRS Form-1099 for such payment to
 16 him or her, if required by law. Neither Counsel for Plaintiff nor Defendant
 17 intend anything contained in this Agreement to constitute advice regarding
 18 taxes or taxability, nor shall anything in this Agreement be relied upon as
 19 such within the meaning of United States Treasury Department Circular 230
 20 (31 C.F.R. Part 10, as amended) or otherwise.
 21

22 49. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
 23 Participating Class Members under this Settlement, as well as any other payments made pursuant
 24 to this Settlement, will not modify any previously credited hours or service under any employee
 25 benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not
 26 form the basis for additional contributions to, benefits under, or any other monetary entitlement
 27 under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments
 28 made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going

1 forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of
2 the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the
3 right to modify the language of their benefit plans, policies and bonus programs to effectuate this
4 intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours
5 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable
6 plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other
7 purpose, and that additional contributions or benefits are not required by this Settlement.

8 50. Settlement Administration Process: The Parties agree to cooperate in the
9 administration of the Settlement and to make all reasonable efforts to control and minimize the
10 costs and expenses incurred in administration of the Settlement. Without prejudice to any other
11 remedies, the Settlement Administrator shall hold Defendant harmless from and against all
12 liabilities, claims, causes of action, costs, and expenses (including legal fees and expenses) arising
13 out of any failure to timely or properly compensate Participating Class Members as provided for
14 in this Agreement. No person shall have any claim against any of the Released Parties, Counsel
15 for Defendant, Plaintiff, the Class Members, Class Counsel, or the Settlement Administrator based
16 on mailings, distributions, and payments made in accordance with or pursuant to this Agreement.

17 The Settlement Administrator will provide the following services:

- 18 a) Establish and maintain a Qualified Settlement Fund.
- 19 b) Calculate the Individual Settlement Payment each Participating Class Member is
20 eligible to receive and the portion of the PAGA Payment each PAGA Member shall
21 receive.
- 22 c) Print and mail the Notice.
- 23 d) Conduct additional address searches for mailed Notices that are returned as
24 undeliverable.
- 25 e) Process Requests for Exclusion, field inquiries from Class Members.
- 26 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099
27 Tax Forms and any other filings required by any governmental taxing authority.

1 g) Provide declarations and/or other information to this Court as requested by the
2 Parties and/or the Court regarding the settlement administration process.

3 h) Provide weekly status reports to counsel for the Parties.

4 i) Posting a notice of final judgment online at Settlement Administrator's website.

5 j) Translate the Notice from English to Spanish.

6 k) Establish and maintain and use an internet website to post information of interest
7 to Class Members and maintain and monitor an email address and toll-free
8 telephone number to receive Class Member calls, faxes, and emails.

9 l) Address and make final decisions on challenges over Workweek and Pay Period
10 calculations.

11 51. Delivery of the Class List: Within thirty (30) calendar days of Preliminary
12 Approval, Defendant will provide the Class List to the Settlement Administrator with a Microsoft
13 Office Excel spreadsheet containing the following information for each Class Member: (1) full
14 name; (2) last known home address; (3) last known telephone number; (4) social security number;
15 and (5) start and end dates of active employment of each Class Member; (6) total Workweeks
16 during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other
17 reasonable information required by the Settlement Administrator in order to effectuate the terms
18 of the Settlement. The information Defendant provides to the Settlement Administrator shall be
19 used solely to administer the terms of the Agreement as described herein, and shall be kept
20 confidential from Plaintiff and Class Counsel.

21 52. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the
22 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members
23 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in
24 the Class List.

25 53. Confirmation of Contact Information in the Class List: Prior to mailing, the
26 Settlement Administrator will perform a search based on the National Change of Address Database
27 for information to update and correct for any known or identifiable address changes. Any Notice
28 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline

1 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto
2 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
3 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
4 the correct address using a skip-trace, or other search using the name, address telephone number
5 and/or Social Security number of the Class Member involved and will then perform a single re-
6 mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as
7 undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the
8 current address from the Class Member and provide the same within seven (7) calendar days of
9 notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice,
10 whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15)
11 calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection
12 to the Settlement. If the Response Deadline for any Class Member is later than the original 60-day
13 notice period, the Settlement Administrator shall include a letter with the Notice advising the Class
14 Member of the adjustment to the Response Deadline. It shall be presumed that each Class Member
15 whose Notice is not returned to the Settlement Administrator as undeliverable within the 60-day
16 notice period has actually received the Notice.

17 54. Notice: All Class Members will be mailed a Notice in English and Spanish. Each
18 Notice will provide: (a) a summary of the provisions of the Settlement, (b) the number of
19 Workweeks worked by the Class Member during the Class Period, (c) the estimated individual
20 payment each Class Member will receive if they participate in the Settlement, (d) instructions on
21 how to opt-out of and object to the Settlement.

22 55. Disputed Information on Notice: Class Members will have an opportunity to
23 dispute the information provided in their Notice. To the extent Class Members dispute the number
24 of Workweeks with which they have been credited or the amount of their Individual Settlement
25 Payment, Class Members may produce evidence to the Settlement Administrator showing that
26 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
27 records will be presumed determinative. However, if a Class Member produces evidence to the
28 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class

1 Member and the Parties will make the final decision as to the number of eligible Workweeks that
2 should be applied and/or the Individual Settlement Payment to which the Class Member may be
3 entitled, in the event that Defendant cannot make this determination itself. If the Parties do not
4 agree, the dispute will be submitted to the Court.

5 56. Defective Submissions: If a Class Member's Request for Exclusion is defective as
6 to the requirements listed herein, that Class Member will be given an opportunity to cure the
7 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
8 business days of receiving the defective submission to advise the Class Member that his or her
9 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
10 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
11 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
12 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
13 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
14 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

15 57. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
16 Settlement must sign and postmark a written Request for Exclusion to the Settlement
17 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class
18 Member's name, signature, address, telephone number, dates of employment in California, and the
19 last four digits of the Class Member's Social Security number and/or the Employee ID number;
20 (b) the case name and number; and (c) a clear statement requesting to be excluded from the
21 settlement of the class claims similar to the following: "I wish to exclude myself from the class
22 settlement reached in the matter of "*Bayron Gonzalez Aguilar v. Alamitos Ridge Healthcare, LLC*,
23 Los Angeles County Superior Court, Case No. 23STCV18524, I understand that by excluding
24 myself, I will not receive money from the settlement of my individual claims." The date of the
25 postmark on the return mailing envelope receipt confirmation will be the exclusive means to
26 determine whether a Request for Exclusion has been timely submitted. To be effective, the Request
27 for Exclusion must be post-marked by the Response Deadline and received by the Settlement
28 Administrator. All Requests for Exclusion will be submitted to the Settlement Administrator, who

1 will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were
2 timely submitted. All Class Members who do not request exclusion from the Action will be bound
3 by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court
4 and deemed Effective under this Agreement. The Request for Exclusion shall not be effective as
5 to the release of claims arising under the Private Attorneys General Act.

6 58. Defendant's Right to Rescind: If Class Members representing more than the
7 aggregate total of ten percent (10.0%) of the Class Members opt-out of the Settlement, Defendant
8 may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will
9 be thereby null and void. Defendant must give written notice to Class Counsel of its intent to
10 rescind the Agreement within fourteen (14) business days of the Settlement Administrator
11 notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement,
12 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of
13 rescission, not to exceed the amount approved by the Court in the Preliminary Approval Order. In
14 such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be
15 returned to their respective statuses as of the date and time immediately prior to the execution of
16 this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had
17 not been executed, except that any fees already incurred by the Settlement Administrator shall be
18 paid by Defendant, not to exceed the amount approved by the Court in the Preliminary Approval
19 Order, and no term of this Agreement or any draft thereof, or the negotiation, documentation, or
20 other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as
21 evidence for any purpose in the Action, or in any other proceeding.

22 59. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
23 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
24 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
25 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
26 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
27 opt-out of the Settlement shall not be bound by such Judgment or release. The entry of a final order
28 approving settlement of this Action and Judgment which discharges Defendant and Released

1 Parties from liability for any and all of the Released Claims shall have a *res judicata* effect and
2 bar Plaintiff and Class Members who did not submit a timely and valid Request for Exclusion from
3 bringing any actions or claims asserting the Released Claims. The names of Class Members who
4 have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendant
5 and noted in the proposed Judgment submitted to the Court. PAGA group members cannot opt
6 out of the PAGA portion of the settlement, and shall be bound by that regardless of whether they
7 opt out of the class settlement.

8 60. Objection Procedures: To object to the Settlement, a Participating Class Member
9 must postmark a valid Objection to the Settlement Administrator on or before the Response
10 Deadline. The Objection must be signed by the Participating Class Member and contain all
11 information required by this Settlement Agreement including the employees full name, address,
12 telephone number, the last four digits of their social security number and/or Employee ID number,
13 and the specific reason including any legal grounds for the Participating Class Members objection.
14 The postmark date will be deemed the exclusive means for determining that the Notice of
15 Objection is timely. Participating Class Members who fail to object in the manner specified above
16 will be foreclosed from making a written objection, but shall still have a right to appear at the Final
17 Approval Hearing in order to have their objections heard by the Court. At no time will any of the
18 Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to
19 submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel
20 will not represent any Class Members with respect to any objections to this Settlement.

21 61. Certification Reports Regarding Individual Settlement Payment Calculations: The
22 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
23 which certifies: (a) the number of Class Members who have submitted valid Requests for
24 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
25 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
26 Administrator will provide to counsel for both Parties any updated reports regarding the
27 administration of the Settlement Agreement as needed or requested.

1 62. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
2 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
3 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
4 or her Settlement Check or PAGA Payment check within 180 days, the uncashed funds, subject to
5 Court approval, shall be distributed to the Controller of the State of California to be held pursuant
6 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those
7 Participating Class Members and PAGA Members who did not cash their checks until such time
8 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”
9 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
10 out to Participating Class Members and PAGA Members, whether or not they all cash their
11 Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay
12 any interest on such amounts. The Individual Settlement Payments provided to Participating Class
13 Members and to PAGA Members shall prominently state the expiration date or a statement that
14 the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
15 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
16 Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed
17 by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

18 63. Administration of Taxes by the Settlement Administrator: The Settlement
19 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
20 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
21 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
22 taxes and penalties to the appropriate government authorities.

23 64. Tax Liability: Defendant makes no representation as to the tax treatment or legal
24 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
25 relying on any statement, representation, or calculation by Defendant or by the Settlement
26 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
27 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
28 described herein. Defendant’s share of any employer payroll taxes and other required employer

1 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's
2 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
3 Amount.

4 65. Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR
5 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
6 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
7 PARTY") ACKNOWLEDGES AND AGREES THAT: (1) NO PROVISION OF THIS
8 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
9 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
10 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
11 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
12 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
13 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
14 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
15 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
16 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
17 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
18 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
19 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
20 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
21 ACKNOWLEDGING PARTY, AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
22 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
23 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
24 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
25 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
26 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
27 AGREEMENT.

1 66. No Prior Assignments: The Parties and their counsel represent, covenant, and
2 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
3 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
4 action, cause of action or right herein released and discharged.

5 67. Release by Participating Class Members: Upon the complete funding of the Gross
6 Settlement Amount, Participating Class Members shall fully and finally release and discharge the
7 Released Parties from the Released Class Claims that arose during the Class Period. This release
8 shall be binding on all Participating Class Members. The release of Released Claims will have a
9 res judicata effect against any Class Members who make a claim against any of the Released
10 Parties for any of the Released claims, file any actions, claims, complaints or proceedings
11 regarding the Released Claims with the California Division of Labor Standards Enforcement,
12 initiate any other proceedings against any of the Released Parties regarding any of the Released
13 Claims, or seek to participate in any judgment or settlement of claims that are the subject of the
14 Released Claims in any other class, collective, or representative action against any of the Released
15 Parties. The Participating Class Members shall release Defendant from all claims, rights,
16 demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged,
17 based on the facts alleged in the operative Complaint in the Action, including factual claims
18 regarding Defendant's alleged: (i) failure to pay all regular wages, minimum wages and overtime
19 wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to
20 provide rest periods or compensation in lieu thereof; (iv) failure to pay wages timely at time of
21 termination or resignation; (v) failure to provide timely payment of wages during employment;
22 (vi) failure to provide complete, accurate wage statements; (vii) failure to pay business expenses;
23 and (viii) unfair business practices.

24 68. Release by Plaintiff, State of California, LWDA and PAGA Members: Upon the
25 complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, the State of California,
26 through Plaintiff as its agent and/or proxy, any other representative, proxy, or agent thereof,
27 including but not limited to any and all PAGA Members, shall fully and finally release and
28 discharge the Released Parties from the Released PAGA Claims that arose during the PAGA

1 Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or
2 otherwise bar a representative action to the broadest extent possible by law if an aggrieved
3 employee were to bring a subsequent claim on behalf of the LWDA based on the same factual
4 predicate as the Action and covering the same time.

5 69. Inability to Object / Opt Out of PAGA. The Parties agree that there is no statutory
6 right for any PAGA Employee to object to, opt out of, or otherwise exclude himself or herself from
7 the settlement of the PAGA claims. Accordingly, any timely objection or exclusion from the
8 Settlement submitted by a Class Member shall be construed as relating only to the putative class
9 action claims and shall have no effect whatsoever on the settlement of the PAGA claims.

10 70. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
11 Settlement Amount, Plaintiff for himself and his spouse, heirs and assigns, fully and finally release
12 the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
13 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses,
14 debts, penalties and expenses of any nature and description whatsoever, known or unknown,
15 suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract,
16 equity, or otherwise, arising out of Plaintiff's employment with Defendant, payment of wages
17 during that employment and the cessation of that employment and/or violation of any federal, state
18 or local statute, rule, ordinance or regulation. Such claims include but are not limited to any and
19 all Released Class Claims and Released PAGA Claims and termination thereof, California Civil
20 Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of
21 Civil Procedure §1021.5; California common law of contract; 29 CFR §778.223; and 29 CFR
22 §778.315; federal common law and, to the extent permitted by law, the Employee Retirement
23 Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; and federal common law. In
24 addition, Plaintiff's General Release includes but is not limited to, all claims for lost wages and
25 benefits, emotional distress, retaliation, restitution, penalties, punitive damages, and attorneys'
26 fees and costs (except those provided by this Settlement Agreement) arising under federal, state,
27 or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way
28 of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the

1 Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA),
 2 and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort.
 3 This release excludes the release of claims not permitted by law. Plaintiff’s General Release
 4 include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or
 5 different from those they now know or believe to be true with respect to the subject matter of
 6 Plaintiff’s General Release, those claims will remain released and forever barred. Specifically,
 7 Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which
 8 provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
 10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
 11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
 12 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
 13 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
 14 DEBTOR OR RELEASED PARTY.

15 Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be
 16 waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff
 17 from filing a charge or complaint with, or from participating in, an investigation or proceeding
 18 conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency
 19 charged with the enforcement of any employment or other applicable laws. Plaintiff, however,
 20 understands that by signing this Agreement, he waives the right to recover any damages or to
 21 receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other
 22 state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly
 23 excluding any monetary award or other relief available from the SEC/OSHA, including an
 24 SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

25 72. Nullification of Settlement Agreement: In the event that: (a) the Court does not
 26 enter the Preliminary Approval Order and approve the Released Claims specified herein without
 27 requiring material changes to the “Basic Settlement Terms” defined as relating to the monetary
 28 sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class

1 Period, revisions to the Increase in Workweeks provision contained herein, and revisions to
2 Defendant's Option to Nullify the Settlement Agreement provision contained herein; (b) the Court
3 does not finally approve the Settlement without requiring material changes to the Basic Settlement
4 Terms as provided herein; (c) the Court strikes or does not approve any material term of this
5 Settlement Agreement; (d) Defendant exercises its option to nullify the Settlement Agreement
6 based on an excessive number of opt-outs, as described in the above; or (e) the Settlement does
7 not become final as written and agreed to by the Parties for any other reason, then this Settlement
8 Agreement, and any documents generated to bring it into effect, will be null and void, all amounts
9 deposited into the QSF will be returned to Defendant, and the Parties shall be returned to their
10 original respective positions. Any order or judgment entered by the Court in furtherance of this
11 Settlement Agreement will likewise be treated as void from the beginning and the Stipulations and
12 Recitals contained herein shall be of no force or effect and shall not be treated as an admission by
13 the Parties or their counsel. Any Settlement Administration Costs incurred will be the sole
14 responsibility of Defendant if Defendant exercises its option to nullify the Settlement Agreement
15 based on an excessive number of opt-outs (Section (d) of the instant paragraph). Any Settlement
16 Administration Costs incurred will be splits equally between the Parties if the Settlement
17 Agreement is Nullified for any other reason listed in the instant paragraph. Should the Court fail
18 to approve this settlement for any reason, the Parties agree that they will return to and attend
19 mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved
20 by the Court, unless the Parties are able to resolve the issue without resort to a mediator.

21 73. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
22 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
23 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
24 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for
25 a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for
26 the Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary
27 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
28 Settlement, and will include the proposed Notice attached as **Exhibit A**. Defendant agrees that it

1 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and
2 completely approve the Agreement as to the Action will result in this Settlement Agreement
3 entered into by the Parties, and all obligations under this Settlement Agreement being nullified
4 and voided.

5 74. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
6 deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and
7 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
8 determine the Final Approval of the Settlement Agreement along with the amounts properly
9 payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class
10 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Any failure
11 by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or
12 the entry of any Order by another Court with regard to any of the Action which has the effect of
13 modifying material terms of this Agreement as described above or preventing the full and
14 complete approval of the Settlement Agreement as written and agreed to by the Parties, will result
15 in this Agreement and all obligations under this Agreement being null and void. Defendant agrees
16 it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not
17 exercised its right to rescind pursuant to the terms of this Agreement.

18 75. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
19 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
20 Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this
21 Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
22 interpretation and enforcement of the terms of the Settlement, (b) Settlement administration
23 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set
24 forth in this Settlement.

25 76. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
26 set forth in any attached Exhibits, which are incorporated by this reference as though fully set
27 forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.
28

1 77. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
2 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
3 agreements in relation to settlement terms may be deemed binding on the Parties. The Parties
4 expressly recognize California Civil Code section 1625 and California Code of Civil Procedure
5 section 1856(a), which provide that a written agreement is to be construed according to its terms
6 and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
7 extrinsic oral or written representations or terms will modify, vary or contradict the terms of this
8 Agreement.

9 78. Amendment or Modification: This Settlement Agreement may be amended or
10 modified only by a written instrument signed by counsel for all Parties or their successors-in-
11 interest.

12 79. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
13 and represent they are expressly authorized by the Parties whom they represent to negotiate this
14 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
15 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
16 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
17 counsel will cooperate with each other and use their best efforts to affect the implementation of
18 the Settlement. If the Parties are unable to reach agreement on the form or content of any
19 document needed to implement the Settlement, or on any supplemental provisions that may
20 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance
21 of the Court or Mediator to resolve such disagreement.

22 80. Binding on Successors and Assigns: This Settlement Agreement will be binding
23 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
24 defined.

25 81. California Law Governs: All terms of this Settlement Agreement and Exhibits
26 hereto will be governed by and interpreted according to the laws of the State of California.

27 82. Execution and Counterparts: This Settlement Agreement is subject only to the
28 execution of all Parties. However, the Settlement Agreement may be executed in one or more

1 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
2 of the signature page, will be deemed to be one and the same instrument provided that counsel
3 for the Parties will exchange among themselves original signed counterparts.

4 83. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
5 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have
6 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
7 litigation, taking into account all relevant factors, present and potential. The Parties further
8 acknowledge that they are each represented by competent counsel and that they have had an
9 opportunity to consult with their counsel regarding the fairness and reasonableness of this
10 Settlement.

11 84. Invalidity of Any Provision: Before declaring any provision of this Agreement
12 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
13 consistent with applicable precedents so as to define all provisions of this Agreement valid and
14 enforceable.

15 85. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
16 class certification for purposes of this Settlement only; except, however, that either party may
17 appeal any court order that materially alters the Settlement Agreement's terms.

18 86. Class Action Certification for Settlement Purposes Only: The Parties agree to
19 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
20 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
21 that certification for purposes of the Settlement is not an admission that class action certification
22 is proper under the standards applied to contested certification motions and that this Agreement
23 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
24 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than
25 according to the Settlement's terms.

26 87. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
27 dispute that has arisen between them and to avoid the burden, expense and risk of continued
28 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it

1 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
2 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
3 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
4 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
5 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
6 as an admission or concession by Defendant of any such violations or failure to comply with any
7 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
8 Agreement and its terms and provisions shall not be offered or received as evidence in any action
9 or proceeding to establish any liability or admission on the part of Defendant or to establish the
10 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
11 local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement
12 is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be
13 enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any
14 claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to have
15 waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties
16 shall be restored to their respective positions in the Action prior to the entry of this Settlement.

17 88. Captions: The captions and section numbers in this Agreement are inserted for the
18 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
19 provisions of this Agreement.

20 89. Waiver: No waiver of any condition or covenant contained in this Settlement
21 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
22 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
23 right or remedy.

24 90. Enforcement Action: In the event that one or more of the Parties institutes any legal
25 action or other proceeding against any other Party or Parties to enforce the provisions of this
26 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
27 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
28 fees and costs, including expert witness fees incurred in connection with any enforcement actions.

1 91. Neutral Employment Reference: Defendant agrees that in the event that any
2 potential or future employers of Plaintiff request a reference regarding Defendant’s employment
3 of Plaintiff, Defendant shall only provide Plaintiff’s dates of employment. Defendant shall not
4 refer to the Action or this Settlement.

5 92. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
6 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
7 strictly against one Party than another merely by virtue of the fact that it may have been prepared
8 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
9 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

10 93. Representation By Counsel: The Parties acknowledge that they have been
11 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
12 and that this Agreement has been executed with the consent and advice of counsel and reviewed
13 in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
14 Agreement.

15 94. All Terms Subject to Final Court Approval: All amounts and procedures described
16 in this Settlement Agreement herein will be subject to final Court approval.

17 95. Cooperation and Execution of Necessary Documents: The Parties agree to
18 cooperate to promote participation in the Settlement, and in seeking court approval of the
19 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
20 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
21 settlement agreement waivers, or Pick-Up Stix agreements from any Class Member prior to the
22 funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter
23 into any arbitration agreement with any Class Member that covers the claims released via this
24 Agreement during the Settlement approval process prior to the funding of the Gross Settlement
25 Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

26 96. Confidentiality: The Parties and their counsel agree to keep the terms of the
27 Settlement confidential until the filing of Plaintiff’s Motion for Preliminary Approval. Plaintiff,
28 Class Counsel, Defendant and its counsel agree that they will not issue any press releases, initiate

any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

97. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

98. Submission to the LWDA: The Settlement Agreement shall be submitted by Plaintiff to the LWDA within the time limits and as prescribed by law.

99. Plaintiff's Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.


Dated: 12/10/2025

PLAINTIFF, BAYRON GONZALEZ AGUILAR

By:  Signed by: 0DBB680E00F54C1...
Bayron Gonzalez Aguilar

Dated: 12/15/2025


PROTECTION LAW GROUP, LLP

By:  Heather Davis, Esq.
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Bayron Gonzalez Aguilar

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Dated: 12/16/2025

**DEFENDANT ALAMITOS RIDGE
HEALTHCARE, LLC DBA
OCEAN RIDGE POST ACCUTE**

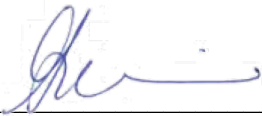
By:  _____

Name: Tim Greenwood

Title: Administrator

Dated: 12/30/2025

FISHER & PHILIPS LLP

By:  _____

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Alamitos Ridge Healthcare, LLC d/b/a
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