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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

NICOLE JESSCIELIA SESSION, on behalf
of herself and all others similarly situated and
aggrieved,

Plaintiff,

v.

RAMONA REHABILITATION AND POST
ACUTE CARE, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendant.

CASE NO.: CVRI2402711

[Related to: Case No. CVME2406778]

[Assigned for all purposes to the Hon.
Harold W. Hopp in Dept. 1]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: May 13, 2024
Trial Date: None Set

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

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This Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between Plaintiff Nicole Jesscielia Session (“Plaintiff”) and Defendant Ramona Rehabilitation and Post Acute Care, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute Care, Inc.*, Case No. CVRI2402711, initiated on May 13, 2024, and pending in Superior Court of the State of California, County of Riverside; and Plaintiff’s separately filed representative action claiming civil penalties under PAGA captioned *Nicole Jesscielia Session v. Ramona Rehabilitation and Post Acute Care, Inc.*, Case No. CVME2406778, initiated on December 24, 2024, and pending in Superior Court of the State of California, County of Riverside.

1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity Plaintiff has agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Aggrieved Employees” means all current and former non-exempt, hourly paid employees who worked for Defendant at any time during the PAGA Period in the State of California.

1.5. “Class” or “Settlement Class” means all current and former non-exempt, hourly paid employees who worked for Defendant at any time during the Class Period in the State of California.

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

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and

1 expenses, respectively, incurred to prosecute the Action.

2 1.8. “Class Data” means Class Member identifying information in Defendant’s custody,
3 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
4 last known telephone number(s); (4) last four digits of the last known Social Security Number(s);
5 and (5) the number of Workweeks worked; and (6) the number of PAGA Pay Periods worked.
6 Concurrently with the delivery of the Class Data to the Settlement Administrator, as detailed in
7 Section 4.2 below, Defendant will provide Class Counsel a declaration attesting to the Workweek
8 and PAGA Pay Period total.

9 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
10 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
11 Class Member who qualifies as an Aggrieved Employee).

12 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
13 current Class Member mailing addresses using all reasonably available sources, methods and
14 means including, but not limited to, the National Change of Address database, skip traces, and
15 direct contact by the Administrator with Class Members.

16 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
17 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
18 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
19 A and incorporated by reference into this Agreement.

20 1.12. “Class Period” means the period from May 13, 2020 through October 14, 2025, or an
21 earlier date chosen by Defendant per Paragraph 8.1 below.

22 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the
23 Action seeking Court approval to serve as a Class Representative.

24 1.14. “Class Representative Service Payment” means the payment to the Class Representative
25 for initiating the Action and providing services in support of the Action.

26 1.15. “Court” means the Superior Court of the State of California, County of Riverside.

27 1.16. “Defendant” means named Defendant Ramona Rehabilitation and Post Acute Care, Inc.

28 1.17. “Defense Counsel” means Tim L. Johnson and Jesse C. Ferrantella of Ogletree, Deakins,

Nash, Smoak & Stewart, P.C.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

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

1.22. “Gross Settlement Amount” means \$620,000.00 (Six Hundred Twenty Thousand Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administrator’s Expenses.

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

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

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

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency

entitled, under Labor Code section 2699, subd. (i).

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

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

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

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

1.31. “PAGA Period” means the period from May 13, 2023 through the end of the Class Period as defined above.

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

1.33. “PAGA Notice” means Plaintiff’s May 13, 2024, letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$620,000.00), allocated 25% to the Aggrieved Employees (\$15,500.00) and 75% to the LWDA (\$46,500.00) in settlement of PAGA claims.

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

1.36. “Plaintiff,” “Named Plaintiff,” or “Class Representative” means Nicole Jesscielia Session, the named Plaintiff in the Action.

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

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

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

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

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

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

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

1.44. “Settlement” means the disposition of the Action effectuated by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member actually worked for Defendant for at least one day in a non-exempt, hourly-paid position during the Class Period in California.

2. RECITALS

2.1. On May 13, 2024, Plaintiff filed a class action complaint against Defendant in Riverside Superior Court, Case No. CVRI2402711, for: (1) Failure To Pay Overtime Wages; (2) Failure To Pay Minimum Wages; (3) Failure To Provide Meal Periods; (4) Failure To Provide Rest Periods; (5) Waiting Time Penalties; (6) Wage Statement Violations; (7) Failure To Timely Pay

Wages; (8) Failure To Indemnify; (9) Violation Of Labor Code § 227.3; and (10) Unfair Competition (“Class Action”).

2.2. On May 13, 2024, Plaintiff submitted to the LWDA and served on Defendant a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations (“PAGA Notice”).

2.3. On December 24, 2024, Plaintiff filed a separate representative action under PAGA against Defendant in Riverside Superior Court, Case No. CVME2406778, for the Labor Code violations set out in the PAGA Notice (“PAGA Action”).

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

2.5. Prior to the mediations, Plaintiff obtained, through informal discovery: (a) Personal information of Plaintiff; (b) time and payroll records for a randomized sampling of 116 class members who worked during the Class Period; and (c) copies of relevant policies and waivers of Defendant.

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

2.7. On August 14, 2025, the Parties participated in an all-day mediation presided over by Steven J. Rottman, *Esquire*. The mediation was successful, which led to the Parties reaching an agreement to settle the claims in the Action. As part of this Agreement, the Parties agree to stipulate to Plaintiff’s filing of a First Amended Complaint in the Action, adding all allegations brought in the PAGA Action, and request for dismissal without prejudice of the PAGA Action, thereby effectively consolidating the two actions for purposes of Settlement. The First Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

2.8. The Court has not granted class certification.

2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3 **3. MONETARY TERMS**

4 3.1. Gross Settlement Amount. Defendant promises to pay \$620,000.00 as the Gross
5 Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to
6 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
7 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
8 taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
9 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
10 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
11 Gross Settlement Amount will revert to Defendant.

12 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
13 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
14 in the Final Approval:

15 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff in the amount of
16 \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA
17 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will
18 not oppose Plaintiff's request for a Class Representative Service Payment that does not
19 exceed this amount. As part of the motion for Class Counsel Fees Payment and Class
20 Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
21 Representative Service Payment prior to the Final Approval Hearing. If the Court
22 approves a Class Representative Service Payment less than the amount requested, the
23 Administrator will retain the remainder in the Net Settlement Amount and shall be
24 distributed to Participating Class Members as part of their Individual Settlement
25 Payment. In the event that the Court reduces or does not approve the requested Service
26 Payment, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this
27 Settlement, and it will remain binding.

28 3.2.2. The Administrator will pay the Class Representative Service Payment using IRS

Form 1099. Plaintiff assumes full responsibility and liability for any applicable employee taxes owed on the Class Representative Service Payment.

3.2.3. To Class Counsel: A Class Counsel Fees Payment of not more than thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$217,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. In the event that the Court reduces the requested Class Counsel Fees Payment, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Settlement, and it will remain binding. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless, Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the

unapproved portion(s) shall be a part of the Net Settlement Amount.

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3.2.4. To the Administrator: An Administration Expenses Payment not to exceed \$9,890.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,890.00, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.5.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.6. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$62,000.00 to be paid from the Gross Settlement Amount, with 75% (\$46,500.00) allocated to the LWDA PAGA Payment and 25% (\$15,500.00) allocated to the Individual PAGA Payments.

1 3.2.6.1. The Administrator will calculate each Individual PAGA Payment by (a)
2 dividing the amount of the Aggrieved Employees' 25% share of PAGA
3 Penalties (\$15,500.00) by the total number of PAGA Period Pay Periods worked
4 by all Aggrieved Employees during the PAGA Period and (b) multiplying the
5 result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved
6 Employees assume full responsibility and liability for any taxes owed on their
7 Individual PAGA Payment.

8 3.2.6.2. If the Court approves PAGA Penalties of less than the amount requested,
9 the Administrator will allocate the remainder to the Net Settlement Amount.
10 The Administrator will report the Individual PAGA Payments on IRS 1099
11 Forms.

12 **4. SETTLEMENT FUNDING AND PAYMENTS**

13 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of its records to date,
14 Defendant estimates there are 582 Class Members who collectively worked a total of 31,010
15 Workweeks, and 349 Aggrieved Employees who worked a total of 5,637 PAGA Pay Periods.

16 4.2. Class Data. Not later than 30 days after the settlement agreement is fully executed,
17 Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a
18 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
19 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
20 and for no other purpose, and restrict access to the Class Data to Administrator employees who
21 need access to the Class Data to effect and perform under this Agreement. Defendant has a
22 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
23 class member identifying information and to provide corrected or updated Class Data as soon as
24 reasonably feasible. Without any extension of the deadline by which Defendant must send the
25 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
26 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class
27 Data. Concurrently with the delivery of the Class Data to the Settlement Administrator,
28 Defendant will provide Class Counsel a declaration attesting to the Workweek and PAGA Pay

Period total.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator by: (a) February 22, 2027, or (b) 30 calendar days after the Effective Date, whichever is later. In either case, the Gross Settlement Amount will not be due before February 22, 2027.

4.4. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

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

4.4.2. The Administrator must conduct a Class Member Address Search for all other

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

9 4.4.3. For any Class Member whose Individual Class Payment check or Individual
10 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
11 shall transmit the funds represented by such checks to the California Controller's
12 Unclaimed Property Fund, in the name of the Class Member, thereby leaving no "unpaid
13 residue" subject to the requirements of California Code of Civil Procedure section 384,
14 subd. (b).

15 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
16 not obligate Defendant to confer any additional benefits or make any additional
17 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
18 specified in this Agreement.

19 4.4.5. Failure to cash an Individual or Individual PAGA Payment shall not affect the
20 enforceability of this settlement.

21 **5. RELEASE OF CLAIMS**

22 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
23 and on the date after Defendant fully funds the Gross Settlement Amount and all employer
24 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
25 Members, and Class Counsel will release claims against all Released Parties as follows:

26 5.1 Plaintiff's Release. In addition to the claims released under Sections 5.2 and 5.4 below,
27 Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs,
28 administrators, successors, and assigns, agree to a general release of any and all claims,

1 transactions, or occurrences against Released Parties—which will include without limitation any
2 and all claims which in any way relate to Plaintiff’s alleged employment with Defendants, under
3 State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the
4 Complaint or not, including but not limited to any claims under the Fair Labor Standards Act
5 (“FLSA”), Title VII, Americans with Disabilities Act (“ADA”), Fair Employment and Housing
6 Act (“FEHA”), Age Discrimination in Employment Act (“ADEA”), Private Attorneys General
7 Act (“PAGA”), California Labor Code, or any Industrial Welfare Commission Wage Order—
8 now existing or arising in the future, based on any act, omission, event, occurrence, or
9 nonoccurrence from the beginning of time to the date of execution hereof (“Plaintiff’s Release.”)
10 Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any
11 claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
12 or workers’ compensation benefits that arose at any time, or based on occurrences outside the
13 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or
14 in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
15 nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding
16 such different or additional facts or Plaintiff’s discovery of them.

17 5.1.1. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
18 purposes of Plaintiff’s Release only, Plaintiff expressly waives and relinquish the
19 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
20 which reads:

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

25 5.2. Release of Class Claims: For the duration of the Class Period, Participating Class
26 Members and Plaintiff, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release
28 Released Parties from any and all claims that were or could have been alleged in the Operative

Complaint that arose during the Class Period, including without limitation with respect to the following claims: violation of Labor Code sections 200, 201, 202, 203, 204, 218.6, 226, 226.7, 227.3, 245, et seq., 510, 512, 558.1, 1194, 1194.2, 1197, 1199, 2802, and California Code of Regulations, Title 8, section 11040 seeking: (i) failure to pay overtime wages; (ii) failure to provide minimum wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) waiting time penalties; (vi) failure to provide complete and accurate wage statements; (vii) failure to timely pay wages; (viii) failure to provide reimbursement for business expenses; (ix) violation of Labor Code Section 227.3; and (x) claims unfair business practices under the California Business & Professions Code, sections 17000 through 17208.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Release of PAGA Claims: For the duration of the PAGA Period, all Aggrieved Employees, the State of California and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice including but not limited to: violations of applicable Wage Orders and Labor Code sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204.1, 204.2, 205, 205.5, 206.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.7, 227.3, 231, 232, 232.5, 233, 235, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 1101, 1102, 1102.5, 1174, 1174.51182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1290, 1292, 1293, 1293.1, 1294.1, 1301, 1391, 1475, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 1197.5, 2673, 2800, 2802, 2810.3, 2810.5, 2699, 49112, and 49116, among others, California Code of Regulations, Title 8, Sections 1527, 3366, 3395, 3396, 3457, 8397.4, Business and Professions Code sections 16600, 16700, and 17200, Government Code section 12952, as well as applicable Wage Orders.

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2 **6. MOTION FOR PRELIMINARY APPROVAL**

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

6 6.1. In advance of seeking court approval, pursuant to the Court’s initial case management
7 order Defense Counsel shall provide a declaration to Class Counsel stating whether: (i) Defendant
8 is aware of any class, representative or other collective action in any other court in this or any
9 other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or
10 group of individuals some or all of whom would also be members of the class defined in this
11 action and (ii) the name and case number of any such case, the nature of the claims asserted, the
12 definition of the class or other parties on whose behalf the action is brought, and the procedural
13 status of that case.

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

transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

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

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

1 ///

2 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
3 the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section
4 468B-1.

5 7.4. Notice to Class Members

6 7.4.1. No later than three (3) business days after receipt of the Class Data, the
7 Administrator shall notify Class Counsel that the list has been received and state the
8 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
9 Class Data.

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

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

26 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
27 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
28 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose

notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. Requests for Exclusion (Opt-Outs).

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

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

of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment, and there shall be no right to opt out of the settlement as to PAGA claims.

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

thereof, with personal identifying information other than names redacted.

7.7. Objections to Settlement

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

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

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

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

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

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.

Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid), with personal identifying information other than names redacted.

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

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

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

of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 582 Class Members and 31,100 Total Workweeks during the Class Period.

8.1 Defendant represents that there are approximately 31,010 Workweeks during the Class Period. In the event the number of Workweeks during the Class Period increases by more than ten percent (10%), or 3,101 Workweeks, then Defendant may either: 1) increase the Gross Settlement Amount proportionally by the Workweeks in excess of 34,111 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount by 31,010, which amounts to a Workweek Value of \$19.99. Thus, for example, should there be 35,000 Workweeks during the Class Period, then the Gross Settlement Amount shall be increased by \$17,771 $[(35,000 \text{ workweeks} - 34,111 \text{ workweeks}) \times \$19.99]$; or 2) end the Class Period on the date when the number of Workweeks reaches 34,111. Defendant shall provide the Class Data to the administrator no later than 30 days after full execution of the long form agreement. Defendant shall make its election regarding the above no later than 10 days after receiving information from the administrator regarding the workweek count. Should Defendant fail to make its election within the above timeframe, then option (1) shall

1 automatically apply.

2 8.2 Opt Out. If more than five percent (5%) of the Class Members opt-out of the settlement,
3 Defendant may rescind this agreement.

4 **9. MOTION FOR FINAL APPROVAL**

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

12 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
13 by a Participating Class Member, including the right to file responsive documents in Court no
14 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
15 accepted by the Court.

16 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
17 Approval on any material change to the Settlement (including, but not limited to, the scope of
18 release to be granted by Class Members), the Parties will expeditiously work together in good
19 faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final
20 Approval. The Court’s decision to award less than the amounts requested for the Class
21 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
22 Expenses Payment, and Administration Expenses Payment shall not constitute a material
23 modification to the Agreement within the meaning of this paragraph.

24 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
25 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
26 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
27 and (iii) addressing such post-Judgment matters as are permitted by law.

28 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and

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

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

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that

1 any of the allegations in the Action, Operative Complaint or PAGA Notice have merit or that
2 Defendant has any liability for any claims asserted; nor should it be intended or construed as an
3 admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that
4 class certification and representative treatment is for purposes of this Settlement only. If, for any
5 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
6 reserves the right to contest certification of any class for any reasons, to contest representative
7 treatment, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff
8 reserves the right to move for class certification on any grounds available and to contest
9 Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the
10 Action will have no bearing on, and will not be admissible in connection with, any litigation
11 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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2 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
3 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
4 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
5 ability to communicate with Class Members in accordance with Class Counsel's ethical
6 obligations owed to Class Members.

7 11.4. No Publicity. Plaintiff and Class Counsel will not contact the media about the settlement
8 or respond to any inquiries by the media regarding the Settlement, other than to state that the
9 matter was amicably settled, and the Court did not find Defendants liable. Plaintiff and her
10 respective counsel also will not post any information about the settlement on social media or
11 their firms' websites.

12 11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
13 together with its attached exhibits shall constitute the entire agreement between the Parties
14 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
15 inducements made to or by any Party.

16 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
17 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
18 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
19 its terms, and to execute any other documents reasonably required to effectuate the terms of this
20 Agreement including any amendments to this Agreement.

21 11.7. Cooperation. The Parties and their counsel will cooperate with each other and use their
22 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
23 Settlement Agreement, submitting supplemental evidence and supplementing points and
24 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
25 or content of any document necessary to implement the Settlement, or on any modification of the
26 Agreement that may become necessary to implement the Settlement, the Parties will seek the
27 assistance of a mediator and/or the Court for resolution.

28 11.8. No Prior Assignments. The Parties separately represent and warrant that they have not

1 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
2 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
3 action, or right released and discharged by the Party in this Settlement.

4 11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
5 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
6 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
7 Part 10, as amended) or otherwise.

8 11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
9 modified, changed, or waived only by an express written instrument signed or agreed to by all
10 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
11 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
12 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
13 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
14 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
15 the use of signatures previously provided by the Parties.

16 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
17 the benefit of, the successors of each of the Parties.

18 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
19 governed by and interpreted according to the internal laws of the State of California, without
20 regard to conflict of law principles.

21 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
22 this Agreement. This Agreement will not be construed against any Party on the basis that the
23 Party was the drafter or participated in the drafting

24 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
25 during Action and in this Agreement relating to the confidentiality of information shall survive
26 the execution of this Agreement

27 11.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
28 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant

1 in connection with the mediation, other settlement negotiations, or in connection with the
2 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
3 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
4 later than 90 days after the date when the Court discharges the Administrator's obligation to
5 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class
6 Counsel shall destroy, all paper and electronic versions of Class Data received from Defendant.

7 11.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this Agreement.

9 11.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
10 be calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend
11 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12 11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
13 by facsimile, electronically (i.e., DocuSign, AdobeSign, or similar), or email which for purposes
14 of this Agreement shall be accepted as an original. All executed counterparts and each of them
15 will be deemed to be one and the same instrument if counsel for the Parties will exchange between
16 himself signed counterparts. Any executed counterpart will be admissible in evidence to prove
17 the existence and contents of this Agreement.

18 11.19. Notice. All notices, demands or other communications between the Parties in connection
19 with this Agreement will be in writing and deemed to have been duly given as of the third
20 business day after mailing by United States mail, or the day sent by email or messenger,
21 addressed as follows:

22 *To Plaintiff and the Class:*

23 David D Bibiyan
24 Vedang J. Patel
25 Megan R. Lazar
26 Bibiyan Law Group, P.C.
27 1460 Westwood Boulevard
28 Los Angeles, CA 90027
Tel.: (310) 438-5555
Fax: (310) 300-1705
E-Mail: david@tomorrowlaw.com
vedang@tomorrowlaw.com
megan@tomorrowlaw.com

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To Defendant:

Tim L. Johnson
Jesse C. Ferrantella
Ogletree, Deakins, Nash, Smoak & Stewart, P.C
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100
Fax: 858-652-3101
E-Mail: tim.johnson@ogletree.com
jesse.ferrantella@ogletree.com

11.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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

IT IS SO AGREED:

Date: 06/15/2026

Nicole Jesscielia Session

Nicole Jesscielia Session
Plaintiff

Date: _____

Heidi Vickers
Secretary, on behalf of
Ramona Rehabilitation and Post Acute Care, Inc.

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To Defendant:

Tim L. Johnson
Jesse C. Ferrantella
Ogletree, Deakins, Nash, Smoak & Stewart, P.C
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100
Fax: 858-652-3101
E-Mail: tim.johnson@ogletree.com
jesse.ferrantella@ogletree.com

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IT IS SO AGREED:

Date: _____

Nicole Jesscielia Session
Plaintiff

Date: 6/12/26



Heidi Vickers
Secretary, on behalf of
Ramona Rehabilitation and Post Acute Care, Inc.

///

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///

1 **AGREED AS TO FORM ONLY:**

2 Bibiyan Law Group, P.C.

3
4 Date: _____

Vedang J. Patel 6/15/2026
Vedang J. Patel
Megan R. Lazar
Counsel for Plaintiff

6 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

7
8 Date: June 16, 2026

Tim L. Johnson
Tim L. Johnson
Jesse C. Ferrantella
Counsel for Defendant