

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)

david@yeremianlaw.com

Natalie Haritounian (SBN 324318)

natalie@yeremianlaw.com

535 N. Brand Blvd., Suite 705

Glendale, California 91203

Telephone: (818) 230-8380

Facsimile: (818) 230-0308

UNITED EMPLOYEES LAW GROUP, PC

Walter Haines (SBN 71075)

whaines@uelg.com

5500 Bolsa Ave., Suite 201

Huntington Beach, CA 92649

Telephone: (310) 652-2242

Attorneys for Plaintiff MELVIN STAKELY, JR.,
on behalf of himself and others similarly situated

DE CASTRO LAW GROUP, P.C.

Jose-Manuel A. de Castro (SBN 213769)

jmdecastro@decastrolawgroup.com

David G. Larmore (SBN 216041)

dlarmore@decastrolawgroup.com

Lori v. Minassian (SBN 223542)

lminassian@decastrolawgroup.com

7590 N. Glenoaks Blvd., Suite 201

Los Angeles, California 91504

Telephone: (310) 270-9877

Facsimile: (310) 341-2330

Attorneys for Defendants WINDSOR TWIN PALMS
HEALTHCARE CENTER, LLC, WINDSOR PALMS
CARE CENTER OF ARTESIA; and MODERN HERO, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MELVIN STAKELY, JR., an individual on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

WINDSOR PALMS CARE CENTER OF
ARTESIA, a business entity of unknown form;
WINDSOR TWIN PALMS HEALTHCARE
CENTER, LLC, a California limited liability
company; MODERN HERO, INC., a
California corporation, and DOES 1 through
50, inclusive,

Defendants.

Case No.: 21STCV10507

CLASS ACTION

Assigned for All Purposes To:

Hon. Carolyn B. Kuhl

Dept.: 12

**REVISED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT**

Complaint Filed: March 17, 2021

First Amended Complaint: June 7, 2021

1 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiff MELVIN STAKELY, JR.
3 (“Plaintiff” or “Class Representative”), on behalf of himself and all others similarly situated, and
4 Defendant WINDSOR PALMS CARE CENTER OF ARTESIA, WINDSOR TWIN PALMS
5 HEALTHCARE CENTER, LLC, and MODERN HERO, INC. (collectively “Defendants”)
6 (collectively with Plaintiff, the “Parties”).

7 DEFINITIONS

8 The following definitions are applicable to this Settlement Agreement.

9 Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 10 1. “Action” means *Melvin Stakely, Jr., et al. v. Windsor Palms Care Center of*
11 *Artesia., et al.*, Los Angeles County Superior Court, Case No. 21STCV10507.
- 12 2. “Aggrieved Employees” means all current and former non-exempt employees
13 who worked for Defendants in California at a time during the PAGA limitations which is at any
14 time between March 17, 2020 and the date of Preliminary Approval or such earlier date as
15 Defendants may hereafter designate pursuant to paragraph 60(b) of this Settlement Agreement.
- 16 3. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the
17 Court for Class Counsel’s litigation and resolution of this Action.
- 18 4. “Class Counsel” means David Yeremian & Associates, Inc. and United
19 Employees Law Group, P.C.
- 20 5. “Class List” means a complete list of all Class Members that Defendants will
21 diligently and in good faith compile from its records and provide to the Settlement
22 Administrator within ten (10) business days after notice to Defendants of Preliminary Approval
23 of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include
24 the following information from Defendants’ records: each Class Member’s full name; last-
25 known mailing address; Social Security number; and dates of employment as a non-exempt
26 employee in California during the Class Period.
- 27 6. “Class Member(s)” or “Settlement Class” means all current and former non-
28 exempt employees who worked for Defendants in California at any time between March 17,

1 2017 and the date of Preliminary Approval or such earlier date as Defendants may hereafter
2 designate pursuant to paragraph 60(b) of this Settlement Agreement with the exception of any
3 person who submits a timely and valid request for exclusion.

4 7. “Class Period” means the period from March 17, 2017 to the date of
5 Preliminary Approval or such earlier date as Defendants may hereafter designate pursuant to
6 paragraph 60(b) of this Settlement Agreement.

7 8. “Class Representative Enhancement Payment” means the amount approved by
8 the Court to be paid to Plaintiff in recognition of his contributions to the Action on behalf of
9 Class Members and Aggrieved Employees.

10 9. “Court” means the Superior Court of California, County of Los Angeles.

11 10. “Defendants” means WINDSOR PALMS CARE CENTER OF ARTESIA,
12 WINDSOR TWIN PALMS HEALTHCARE CENTER, LLC, and MODERN HERO, INC.

13 11. “Effective Date” means: (a) the date Defendants deposit the Gross Settlement
14 Amount into a Qualified Settlement Fund, if no objections have been filed or if an objection
15 was filed and later withdrawn; or (b) if an objection to the Settlement Agreement is filed, then
16 the date when the time expires to file an appeal of the Court’s grant of Final Approval of the
17 Settlement Agreement; or (c) if an objection is filed, as well as a timely Notice of Appeal of the
18 Court’s grant of Final Approval of the Settlement Agreement, then the date the appeal is finally
19 resolved, with the final approval unaffected.

20 12. “Individual Settlement Payment” means each Class Member’s share of the Net
21 Settlement Amount.

22 13. “Gross Settlement Amount” is the amount of Three Hundred Sixty-Five
23 Thousand Dollars and Zero Cents (\$365,000.00), which is the maximum amount to be paid by
24 Defendants pursuant to this Settlement Agreement. The Gross Settlement Amount includes all
25 Individual Settlement Payments to Class Members, the Class Representative Enhancement
26 Payment to Plaintiff, Attorneys’ Fees and Costs to Class Counsel, the Settlement
27 Administration Costs to the Settlement Administrator and the PAGA Payment as specified in
28 this Agreement. Defendants shall pay the employer’s share of payroll taxes due on the portion

1 of Settlement Payments allocated to wages separately and in addition to the Gross Settlement
2 Amount. The Parties agree that Defendants will have no obligation to pay any amount in
3 connection with this Settlement Agreement apart from the Gross Settlement Amount and the
4 employer's share of payroll taxes due on the portion of Settlement Payments allocated to
5 wages, and that none of the Gross Settlement Amount will revert to Defendants.

6 14. "Net Settlement Amount" means the Gross Settlement Amount, less the
7 Attorneys' Fees and Costs, Class Representative Enhancement Payments, Settlement
8 Administration Costs, and seventy-five percent (75%) of the PAGA Payment as specified in
9 this Agreement.

10 15. "Objection" means any written objection to this Settlement sent by a Class
11 Member to the Settlement Administrator as specified herein and in the Notice of Settlement.
12 An Objection to Settlement must be sent to the Settlement Administrator within the time
13 limitations set forth in this Stipulation.

14 16. "Notice of Class Action Settlement" means the notice of settlement, attached as
15 **Exhibit A**, to be mailed to all members of the Settlement Class upon Preliminary Approval.

16 17. "Notice Packet" means the Notice of Class Action Settlement attached as
17 **Exhibit A**, the Objection Form attached as **Exhibit B**, the Request for Exclusion Form attached
18 as **Exhibit C**, and the Dispute Form attached as **Exhibit D** to be mailed to all members of the
19 Settlement Class upon Preliminary Approval.

20 18. "PAGA" means the California Labor Code Private Attorneys General Act of
21 2004.

22 19. "PAGA Payment" means the payment made hereunder to the California Labor
23 and Workforce Development Agency and the Settlement Class Members for settlement of
24 claims for civil penalties under PAGA.

25 20. "PAGA Period" means the period from March 17, 2020 to the date of
26 Preliminary Approval or such earlier date as Defendants may hereafter designate pursuant to
27 paragraph 60(b) of this Settlement.

28 21. "Parties" means Plaintiff and Defendants collectively.

1 22. “Plaintiff” means MELVIN STAKELY, JR.

2 23. “Preliminary Approval” means the Court order granting preliminary approval of
3 the Settlement Agreement.

4 24. “Released Claims” means all causes of action and factual or legal theories that
5 were alleged in the operative complaints or that could have been alleged against Defendants
6 based on the facts contained in the operative complaints, including violations of California
7 Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.3, 226.7, 245, 246, 510, 512, 558,
8 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699 *et seq.*,
9 California Code of Regulations, Title 8, section 11000 *et seq.*, and California Business &
10 Professions Code §§ 17200 to 17208, and the applicable IWC Wage Orders from the following
11 claims for relief: (a) failure to pay minimum, regular, or hourly wages, (b) failure to pay
12 overtime wages or accurate overtime wages, (c) failure to provide meal breaks and failure to
13 pay premium pay for missed meal breaks, (d) failure to provide rest breaks and failure to pay
14 premium pay for missed rest breaks, (e) failure to provide complete, accurate or properly
15 formatted wage statements, (f) failure to timely pay wages during employment or upon
16 separation, (g) failure to keep required payroll records, (h) unfair business practices that could
17 have been premised on the claims, causes of action or legal theories of relief described above or
18 any of the claims, causes of action or legal theories of relief pleaded in the operative complaint;
19 (i) all claims under the California Labor Code Private Attorneys General Act of 2004 that could
20 have been premised on the claims, causes of action or legal theories described above or any of
21 the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) any
22 other claims or penalties under the California Labor Code or other wage and hour laws pleaded
23 in the Action; and (k) all damages, penalties, interest and other amounts recoverable under said
24 claims, causes of action or legal theories of relief. The period of the Release shall extend to the
25 limits of the Class Period. The *res judicata* effect of the Judgment will be the same as that of
26 the Release. Defendants shall be entitled to a release of Released Claims which occurred during
27 the Class Period only during such time that the Settlement Class Member was classified as non-
28 exempt, and expressly excluding all other claims for vested benefits, wrongful termination,

1 unemployment insurance, disability, social security, workers' compensation, claims while
2 classified as exempt, and claims outside of the Class Period.

3 25. "Released Parties" means Defendants, and their past, present and/or future,
4 direct and/or indirect officers, directors, members, shareholder, employees, agents principals,
5 heirs, representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, and
6 each of their respective successors; and predecessors in interest, assigns, subsidiaries, affiliates,
7 and parents, if any.

8 26. "Request for Exclusion" means a timely written request by a Class Member to
9 be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,
10 address, telephone number of the Class Member requesting exclusion; (ii) be signed by the
11 Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class
12 Member does not wish to be included in the Settlement; and (v) be postmarked on or before the
13 Response Deadline.

14 27. "Response Deadline" means the deadline by which Class Members must
15 postmark to the Settlement Administrator Requests for Exclusion, Objections to the Settlement,
16 and any dispute in workweeks. The Response Deadline will be sixty (60) calendar days from
17 the initial mailing of the Notice of Class Action Settlement by the Settlement Administrator,
18 unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline
19 will be extended to the next day on which the U.S. Postal Service is open.

20 28. "Settlement Administrator" means CPT Group, Inc. or any other third-party
21 class action settlement administrator approved by the Parties and the Court for the purposes of
22 administering this Settlement. The Parties each represent that they do not have a financial
23 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
24 Administrator that could create a conflict of interest.

25 29. "Settlement Administration Costs" includes all costs payable to the Settlement
26 Administrator for administering this Settlement, including, but not limited to, printing,
27 distributing, and tracking notice and other documents for this Settlement, tax reporting,
28 distributing all payments to be made pursuant to this Settlement, and providing necessary

1 reports and declarations, as requested by the Parties. After conference and consultation with the
2 Settlement Administrator, no more than Eleven Thousand Five Hundred Dollars and Zero Cents
3 (\$11,500) will be allocated to Settlement Administration.

4 30. “Workweeks” means the number of calendar weeks that the Class Member
5 worked as a non-exempt employee in California during the Class Period.

6 31. “Workweek Value” means the value of each compensable Workweek, as
7 determined by the formula set forth in herein.

8 **TERMS OF AGREEMENT**

9 Plaintiff, on behalf of himself and the Settlement Class, and Defendants agree as
10 follows:

11 32. Funding of the Gross Settlement Amount. Within 15 business days after the
12 date of entry of the Court’s order granting final approval of the Settlement Agreement and
13 Judgment , Defendants will deposit the Gross Settlement Amount into a Qualified Settlement
14 Fund, with the Settlement Administrator. The Gross Settlement Amount will be used to pay: (i)
15 Individual Settlement Amounts; (ii) the Class Representative Enhancement Payment to
16 Plaintiff; (iii) Attorneys’ Fees and Costs; (iv) the PAGA Payment; and the (v) Settlement
17 Administration Costs.

18 33. Attorneys’ Fees and Costs. Class Counsel will seek an award of Attorneys’ Fees
19 and Costs of not more than One Hundred Twenty-One Thousand Six Hundred Sixty-Six
20 Dollars and Sixty-Seven Cents (\$121,666.67) in attorney’s fees and not more than Seventeen
21 Thousand Dollars and Zero Cents (\$17,000.00) in costs, and Defendants agree not to oppose
22 such application. All Attorneys’ Fees and Costs will be paid from the Gross Settlement Amount.
23 Plaintiff and Class Counsel will not have the right to revoke this Settlement in the event the
24 Court fails to approve the amount of Attorneys’ Fees and Costs sought by Class Counsel. Any
25 portion of the Attorneys’ Fees and Costs not awarded to Class Counsel will be added to the Net
26 Settlement Amount.

27 34. Class Representative Enhancement Payment. Plaintiff will apply to the Court for
28 a Class Representative Enhancement Payment of not more than Five Thousand Dollars and Zero

1 Cents (\$5,000.00) for his effort and work in prosecuting the Action on behalf of Class Members
2 and Aggrieved Employees and Defendants agree not to oppose such application. The Class
3 Representative Enhancement Payment, which will be paid from the Gross Settlement Amount,
4 will be in addition to Plaintiff's right to an Individual Settlement Payment pursuant to the
5 Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on
6 the payments made pursuant to this paragraph and will hold Defendants harmless from any claim
7 or liability for taxes, penalties, or interest arising as a result of the payments. Plaintiff will not
8 have the right to revoke this Settlement in the event the Court fails to approve the amount sought
9 by Plaintiff as a Class Representative Enhancement Payment. Any portion of the Class
10 Representative Enhancement Payment not awarded to the Class Representative will be added to
11 the Net Settlement Amount.

12 35. Settlement Administration Costs. The Settlement Administrator will be paid for
13 the reasonable costs of administration of the Settlement and distribution of payments. These
14 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the
15 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,
16 preparing and distributing Notices of Class Action Settlement, calculating and distributing all
17 payments to be made pursuant to the Settlement, and providing necessary reports and
18 declarations. Class Counsel obtained a "not to exceed" quote from the Settlement Administrator
19 to complete the administration for Eleven Thousand Five Hundred Dollars and Zero Cents
20 (\$11,500). The Settlement Administrator's "not to exceed" quote will represent the Settlement
21 Administrator's agreement that, based on the class size and distributions under the terms of this
22 Settlement, the costs for administration of the terms of this Settlement will not exceed the
23 specified amount. All of the Settlement Administration Costs shall be paid from the Gross
24 Settlement Amount upon completion of all duties required to be performed by the Settlement
25 Administrator under the terms of this Settlement, or as otherwise required by the Court, subject
26 to the "not to exceed" quote from the Settlement Administrator. The Settlement Administrator
27 will set up the Qualified Settlement Fund.

28 36. PAGA Payment. Ten Thousand Dollars and Zero Cents (\$10,000) shall be

1 allocated from the Gross Settlement Amount for settlement of claims for civil penalties under
2 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of such \$10,000
3 PAGA Payment, or \$7,500, to the LWDA. Twenty-five (25%) of the \$10,000 PAGA Payment,
4 or \$2,500, will be included in the Net Settlement Amount and distributed to Settlement Class
5 Members as described in this Agreement. Each Settlement Class Member's pro rata share of
6 that \$2,500 will be part of his or her Individual Settlement Payment.

7 37. Individual Settlement Payment Calculations. Individual Settlement Payments
8 will be calculated and apportioned from the Net Settlement Amount based on the number of
9 Workweeks a Class Member worked during the Class Period as a non-exempt employee in
10 California. Specific calculations of Individual Settlement Payments will be made as follows:

11 34(a). The Settlement Administrator will calculate the total number of
12 Workweeks worked by each Class Member as a non-exempt employee in California during the
13 Class Period and the aggregate total number of Workweeks worked by all Class Members as
14 non-exempt employees in California during the Class Period.

15 34(b). To determine each Class Member's estimated "Individual Settlement
16 Payment," the Settlement Administrator will use the following formula: The Net Settlement
17 Amount will be divided by the aggregate total number of Workweeks, resulting in the
18 Workweek Value. Each Class Member's "Individual Settlement Payment" will be calculated by
19 multiplying each individual Class Member's total number of Workweeks by the Workweek
20 Value.

21 34(c). The entire Net Settlement Amount will be disbursed as Individual
22 Settlement Payments to Class Members. If there are any valid and timely Requests for
23 Exclusion from members of the Settlement Class, the Settlement Administrator shall
24 proportionately increase the Individual Settlement Payment for each Class Member according
25 to the number of Workweeks worked, so that the amount actually distributed to the Settlement
26 Class equals 100% of the Net Settlement Amount.

27 38. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
28 Class Members under this Settlement, as well as any other payments made pursuant to this

1 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
2 which any Class Members may be eligible, including, but not limited to: (i) profit-sharing
3 plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick
4 leave plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the Parties' intention
5 that this Settlement Agreement will not affect any rights, contributions, or amounts to which
6 any Class Members may be entitled under any benefit plans.

7 39. Settlement Administration Process. The Parties agree to cooperate in the
8 administration of the settlement and to make all reasonable efforts to control and minimize the
9 costs and expenses incurred in administration of the Settlement.

10 40. Delivery of the Class List. Within ten (10) business days of entry of the Court's
11 Order Granting Preliminary Approval, Defendants will provide the Class List to the Settlement
12 Administrator.

13 41. Notice by First-Class U.S. Mail. Within ten (10) days after receiving the Class
14 List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class
15 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
16 identified in the Class List.

17 42. Confirmation of Contact Information in the Class List and Undeliverable
18 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the
19 National Change of Address Database for information to update and correct for any known or
20 identifiable address changes. Any Notice Packets returned to the Settlement Administrator as
21 non-deliverable on or before the Response Deadline will be sent promptly via regular First-
22 Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will
23 indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided,
24 the Settlement Administrator will promptly attempt to determine the correct address using an
25 Accurant search/skip-trace and will then perform a single re-mailing.

26 43. Notices of Class Action Settlement. All Class Members will be mailed a Notice
27 of Class Action Settlement in the form attached as Exhibit A or as provided by Court order, an
28 Objection Form in the form attached as Exhibit B or as provided by Court order, a Request For

1 Exclusion Form in the form attached as Exhibit C or as provided by Court order, and a Dispute
2 Form in the form attached as Exhibit D or as provided by Court order.

3 44. Disputed Information on Notices of Class Action Settlement. Class Members
4 will have an opportunity to dispute the information provided in their Notices of Class Action
5 Settlement. Any Class Member wishing to dispute the information provided in their Class
6 Notice shall mail the Dispute Form to the Settlement Administrator by the Response Deadline.
7 To the extent Class Members dispute their employment dates or the number of Workweeks,
8 Class Members may produce evidence to the Settlement Administrator showing that such
9 information is inaccurate. The Settlement Administrator will advise the Parties of such dispute
10 and allow Defendants five (5) business days to respond with any additional information or
11 records. The Settlement Administrator may rely on Defendants' records without further
12 foundation to perform its calculus but must give fair weight to records provided by Class
13 Members. The Settlement Administrator will make a recommendation and the Class Member
14 may either accept it or reject it. Class Counsel shall file with the Court all disputes submitted by
15 Class Members, the evidence submitted, and the resolution of those disputes. The Court shall
16 have the right to review any decision made by the Settlement Administrator regarding a claim
17 dispute.

18 45. Requests for Exclusion. Any Class Member wishing to opt-out from the
19 Settlement Agreement must sign and return the Request for Exclusion Form, postmarked within
20 the Response Deadline to the Settlement Administrator. The postmark date will be the exclusive
21 means to determine whether a Request for Exclusion has been timely submitted. The Parties
22 and their counsel will not solicit or encourage any Class Member, directly or indirectly, to opt
23 out of the Settlement Agreement. More specifically, a Class Member may request to be
24 excluded from the effect of this Agreement, and any payment of amounts under this Agreement
25 by timely mailing a Request for Exclusion Form to the Settlement Administrator stating that the
26 Class Member wants to be excluded from this Action. The Class Member must include their
27 name, address, and signature on the Request for Exclusion Form. To be valid and timely, the
28 request to be excluded must be postmarked by the Response Deadline date that will be

1 specified in the Class Notice (no less than sixty (60) days from the initial mailing of the Class
2 Notice by the Settlement Administrator). A Class Member who properly submits a valid and
3 timely request to be excluded from the Action will not receive any payment of any kind in
4 connection with this Agreement or this Action, will not be bound by or receive any benefit of
5 this Agreement, and will have no standing to object to the Settlement. Class Members who do
6 not timely request exclusion will be bound by the releases herein and receive an individual
7 settlement payment (“Participating Class Members”), and their request for exclusion will be
8 defective. A request for exclusion must be mailed to the Settlement Administrator at its address
9 to be provided in the Class Notice, and the Settlement Administrator will promptly transmit the
10 requests for exclusion to counsel for the parties. Class Counsel shall file with the Court all
11 requests for exclusion submitted by Class Members.

12 46. Defective Submissions. If a Class Member’s Request for Exclusion is defective
13 as to the requirements listed herein, that Class Member will be given an opportunity to cure the
14 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three
15 (3) business days of receiving the defective submission to advise the Class Member that his or
16 her submission is defective and that the defect must be cured to render the Request for
17 Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii)
18 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a
19 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within
20 that period, it will be deemed untimely.

21 47. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
22 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
23 timely and valid Request for Exclusion will be bound by all of its terms, including those
24 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if
25 it grants final approval of the Settlement.

26 48. Objection Procedures. Any Class Members wishing to object to the Settlement
27 must sign and return the Objection Form, postmarked within the Response Deadline to the
28 Settlement Administrator or by appearing at the hearing for Final Approval. The postmark date

1 will be the exclusive means to determine whether an Objection has been timely submitted. The
2 Class Member must include their name, address, and signature on the Objection Form. The
3 Class Member must also list the reasons for objecting to the Settlement. The Settlement
4 Administrator will promptly provide any objections to the parties' counsel upon receiving
5 them. Class Counsel shall file with the Court all objections submitted by Class Members.
6 Settlement Class Members may also have a right to have their objections heard at the Final
7 Approval/Settlement Fairness Hearing. Class Counsel will not represent any Class Members
8 with respect to any such Objections to this Settlement, and any Class Members who request
9 exclusion from the Settlement will not have standing to object to it.

10 49. Settlement Administrator Reports. The Settlement Administrator will provide
11 Defendants' counsel and Class Counsel a weekly report of the number of Class Members who
12 have submitted valid Requests for Exclusion, Objections, and disputes regarding Workweeks
13 calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties
14 any updated reports regarding the administration of the Settlement Agreement as needed or
15 requested.

16 50. Distribution and Timing of Payments. Within 20 days of the date of entry of the
17 Court's order granting final approval of the Settlement Agreement and Judgment, and after
18 Defendants have fully funded the Qualified Settlement Fund with the Gross Settlement
19 Amount, the Settlement Administrator will issue payments to: (i) all Class Members who have
20 not submitted a valid and timely Request for Exclusion, including any Class Member whose
21 notice was returned as undeliverable; (ii) Plaintiff; (iii) Class Counsel; and (iv) the LWDA. The
22 Settlement Administrator will also issue a payment to itself for Court-approved services
23 performed in connection with the Settlement. The Settlement Administrator will pay Individual
24 Settlement Payments from the Net Settlement Amount to all Participating Class Members. The
25 Settlement Administrator will do so by sending a check in the appropriate amount to the Class
26 Member at the address indicated in the list of Class Member names and addresses provided by
27 Defendants, or as subsequently determined by the Settlement Administrator to be correct.

28 51. Un-cashed Settlement Checks. Class Members will receive checks for their

1 Individual Settlement Payments. Checks will remain negotiable for 180 days (“Check-Cashing
2 Deadline”). Any check not cashed within 180 calendar days will be void. The money from the
3 uncashed checks shall be distributed by the Settlement Administrator, in accordance with
4 California Code of Civil Procedure section 384. Any amounts from the settlement checks that
5 remain uncashed and otherwise unclaimed shall be tendered to the State of California
6 Controller Unclaimed Property Fund.

7 52. Certification of Completion. Upon completion of administration of the
8 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
9 such completion to the Court and counsel for all Parties.

10 53. Allocation of Individual Settlement Payments. All Individual Settlement
11 Payments will be allocated as follows: (a) ten percent as wages and (b) ninety percent as
12 penalties and interests. The Settlement Administrator will be responsible for issuing to
13 claimants a form W-2 for amounts deemed “wages” and an IRS Form 1099 for the portions
14 allocated to penalties.

15 54. Administration of Taxes by the Settlement Administrator. The Settlement
16 Administrator will be responsible for issuing to Plaintiff, Class Members, and Class Counsel
17 tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
18 Settlement Administrator will also be responsible for withholding and forwarding all taxes and
19 penalties to the appropriate government authorities as may be required by law. The Settlement
20 Administrator will also be responsible for reporting to Defendants all amounts paid by the
21 Settlement Administrator to Class Members as wages.

22 55. Tax Liability. Defendants make no representation as to the tax treatment or
23 legal effect of the payments called for hereunder, and Plaintiff and Class Members are not
24 relying on any statement, representation, or calculation by Defendants or by the Settlement
25 Administrator in this regard. Plaintiff and Class Members understand and agree that they will
26 be solely responsible for the payment of any taxes and penalties assessed on the payments
27 described herein and will defend, indemnify, and hold Defendants free and harmless from and
28 against any claims resulting from treatment of such payments as non-taxable damages.

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

25 57. No Prior Assignments. The Parties and their counsel represent, covenant, and
26 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
27 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
28 demand, action, cause of action or right herein released and discharged.

1 58. Nullification of Settlement Agreement. In the event that: (i) the Court does not
2 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final
3 for any other reason, then this Settlement Agreement, and any documents generated to bring it
4 into effect, will be null and void. Any order or judgment entered by the Court in furtherance of
5 this Settlement Agreement will likewise be treated as void from the beginning, it will be of no
6 force or effect whatsoever, it will not be referred to or used for any purpose whatsoever, and the
7 negotiation, terms and entry of it shall remain subject to the provisions of California Evidence
8 Code §§ 1119 and 1152.

9 Defendants deny all of the claims and allegations asserted in the Action (as defined
10 herein). Defendants have agreed to resolve this Action via this Stipulation, but to the extent this
11 Stipulation is deemed void or does not take effect, Defendants do not waive, but rather
12 expressly reserves, all rights to challenge all such claims and allegations in the Action upon all
13 procedural and factual grounds, including without limitation the ability to challenge suitability
14 for class treatment or representative adjudication on any grounds or to assert any and all
15 defenses or privileges. The Class Representative and their counsel agree that Defendants retain
16 and reserve these rights. In particular, the Class Representative and their counsel waive and
17 agree not to argue or to present any argument that Defendants would be estopped from
18 contesting class certification because it has entered into this Stipulation.

19 59. Tolerance of Opt-Outs. Defendants retain the right, in the exercise of their sole
20 discretion, to nullify the settlement within thirty (30) days after expiration of the opt out period, if
21 more than one hundred fifty (150) Class Members opt out of this settlement.

22 60. Escalator. This settlement is based on Defendants representation that there are
23 approximately 690 Class Members and approximately 40,000 employee workweeks encompassed
24 in the Class Period as of October 7, 2021. At the time of preliminary approval, if the number of
25 employee workweeks encompassed within the Class Period exceeds 40,000 by more than 12.5%,
26 then, at Defendants' election, either (a) the Gross Settlement Amount shall be increased in
27 proportion to the percentage increase in the number of workweeks encompassed in the Class
28 Period in excess of 12.5% or (b) the ending date of the Class Period shall be changed to an earlier

1 date as of which the number of employee workweeks encompassed within the Class Period does
2 not excess 40,000 by more than 12.5%.

3 61. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court
4 to request the Preliminary Approval of the Settlement Agreement, and the entry of a
5 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for
6 settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii)
7 setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
8 Order will provide for the Notice of Class Action Settlement to be sent to all Class Members as
9 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit
10 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
11 proposed Notice of Class Action Settlement.

12 62. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
13 the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement,
14 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
15 conducted to determine the Final Approval of the Settlement Agreement along with the
16 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Representative
17 Enhancement Payment; (iii) Attorneys' Fees and Costs; and (iv) all Settlement Administration
18 Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30)
19 days after the Response Deadline. Class Counsel will be responsible for drafting all documents
20 necessary to obtain final approval. Class Counsel will also be responsible for drafting the
21 attorneys' fees and costs application to be heard at the final approval hearing.

22 63. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
23 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
24 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
25 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
26 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-
27 Judgment matters as may be appropriate under court rules or as set forth in this Settlement
28 Agreement.

1 64. General Release by Plaintiff. In consideration for the consideration set forth in
2 this Agreement, Plaintiff, for himself, his heirs, successors and assigns, does waive, release,
3 acquit and forever discharge the Released Parties, from any and all claims, actions, charges,
4 complaints, grievances and causes of action, of whatever nature, whether known or unknown,
5 which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including but not
6 limited to any and all tort claims, contract claims, wage claims, wrongful termination claims,
7 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims,
8 personal injury claims, emotional distress claims, invasion of privacy claims, defamation
9 claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal,
10 state or other governmental statute, law, regulation or ordinance, including any claims arising
11 under the California Fair Employment and Housing Act (FEHA), the California Labor Code,
12 the Wage Orders of California's Industrial Welfare Commission, other state wage and hour
13 laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act
14 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
15 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the
16 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &
17 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state
18 or other governmental statute, law, regulation or ordinance. Plaintiff hereby expressly waive
19 and relinquish any and all claims, rights, or benefits that they may have under California Civil
20 Code § 1542, which provides as follows:

21 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
22 **THAT THE CREDITOR OR RELEASING PARTY DOES**
23 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
24 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
25 **AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
26 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
27 **WITH THE DEBTOR OR RELEASED PARTY.**

28 Plaintiff may hereafter discover claims or facts in addition to, or different from, those

1 which they now know or believe to exist, but they expressly agree to fully, finally and forever
2 settle and release any and all claims against the Released Parties, known or unknown, suspected
3 or unsuspected, which exist or may exist against Released Parties at the time of execution of
4 this Agreement, including, but not limited to, any and all claims relating to or arising from
5 Plaintiff's employment with Defendants. The Parties further acknowledge, understand and
6 agree that this representation and commitment is essential to the Agreement and that this
7 Agreement would not have been entered into were it not for this representation and
8 commitment.

9 65. Release by All Settlement Class Members. Plaintiff and all Class Members who
10 do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or
11 her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and
12 finally release and discharge the Released Parties from any and all of the Released Claims for
13 the entirety of the Class Period. This waiver and release will be final and binding on the
14 Effective Date and will have every preclusive effect permitted by law. Plaintiff and the
15 Settlement Class Members may hereafter discover facts or legal arguments in addition to or
16 different from those they now know or currently believe to be true with respect to the Released
17 Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the
18 scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the
19 Settlement Class Members shall be deemed to have, and by operation of the final judgment
20 approved by the Court, shall have, fully, finally, and forever settled and released all of the
21 Released Claims. The parties understand and specifically agree that the scope of the release
22 described in this Paragraph: is a material part of the consideration for this Agreement; was
23 critical in justifying the agreed upon economic value of this settlement and without it
24 Defendants would not have agreed to the consideration provided; and is narrowly drafted and
25 necessary to ensure that Defendants are obtaining peace of mind regarding the resolution of
26 claims that were or could have been alleged based on the facts, causes of action, and legal
27 theories contained in the operative complaint in the Action.

28 66. Exhibits Incorporated by Reference. The terms of this Settlement Agreement

1 include the terms set forth in any attached Exhibits, which are incorporated by reference as
2 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of
3 the Settlement.

4 67. Publicity Agreement. Plaintiff and Class Counsel agree not to disclose or
5 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
6 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
7 person or entity, except potential class members and as shall be contractually required to
8 effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiff
9 and Class Counsel agree not to issue press releases, communicate with, or respond to any
10 media or publication entities, publish information in manner or form, whether printed or
11 electronic, on any medium or otherwise communicate, whether by print, video, recording or
12 any other medium, with any person or entity concerning the Settlement, including the fact of
13 the Settlement, its terms or contents and the negotiations underlying the Settlement, except as
14 shall be contractually required to effectuate the terms of the Settlement.

15 68. No Unalleged Claims. Except for those claims brought forth under *Melvin*
16 *Stakely, Jr., et al. v. Windsor Palms Care Center of Artesia, et al.*, Los Angeles County Superior
17 Court, Case No. 21STCV10507 to the extent they are not covered under the Released Claims,
18 Plaintiff and Class Counsel represent that they are not currently aware of any: (a) unalleged
19 claims in addition to, or different from, those which are finally and forever settled and released
20 against the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon
21 which any claims or causes of action could be brought against Defendants, except such facts
22 and theories specifically alleged in the operative complaints in this Action. Plaintiff and
23 Plaintiff's Counsel will further represent that, other than the instant Action, they have no
24 current intention of asserting any other claims against Defendants in any judicial or
25 administrative forum. Plaintiff and Plaintiff's Counsel will further represent that they do not
26 currently know of or represent any persons who have expressed any interest in pursuing
27 litigation or seeking any recovery against Defendants. The Parties acknowledge, understand
28 and agree that the representations described in this paragraph are essential to the Settlement

1 Agreement and that this Settlement Agreement would not have been entered into were it not for
2 this representation.

3 69. Entire Agreement. This Settlement Agreement and any attached Exhibits
4 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
5 written or oral agreements may be deemed binding on the Parties.

6 70. Amendment or Modification. This Settlement Agreement may be amended or
7 modified only by a written instrument signed by counsel for all Parties or their successors-in-
8 interest.

9 71. Binding on Successors and Assigns. This Settlement Agreement will be binding
10 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
11 defined.

12 72. California Law Governs. All terms of this Settlement Agreement and Exhibits
13 hereto will be governed by and interpreted according to the laws of the State of California.

14 73. Headings. The headings contained in this Settlement Agreement are for
15 convenience and reference purposes only and will not be given weight in its construction.

16 74. Execution and Counterparts. This Settlement Agreement is subject only to the
17 execution of all Parties. However, the Settlement may be executed in one or more counterparts.
18 All executed counterparts and each of them, including facsimile and scanned copies of the
19 signature page, will be deemed to be one and the same instrument provided that counsel for the
20 Parties will exchange among themselves original signed counterparts.

21 75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
22 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
23 and have arrived at this Settlement after arm's-length negotiations and in the context of
24 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
25 further acknowledge that they are each represented by competent counsel and that they have
26 had an opportunity to consult with their counsel regarding the fairness and reasonableness of
27 this Settlement. In addition, the Mediator may execute a declaration supporting the Settlement
28 and the reasonableness of the Settlement and the Court may, in its discretion, contact the

1 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
2 reasonable.

3 76. Invalidity of Any Provision. Before declaring any provision of this Settlement
4 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
5 extent possible consistent with applicable precedents so as to define all provisions of this
6 Settlement Agreement valid and enforceable.

7 77. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
8 to class certification for purposes of this Settlement only; except, however, that Plaintiff or
9 Class Counsel may appeal any reduction in Attorneys' Fees and Costs below the amount they
10 request from the Court, and either party may appeal any court order that materially alters the
11 Settlement Agreement's terms.

12 78. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
13 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
14 litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that
15 they violated any federal, state, or local law; violated any regulations or guidelines promulgated
16 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
17 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
18 engaged in any other unlawful conduct with respect to its employees. Neither this Settlement,
19 nor any of its terms or provisions, nor any of the negotiations connected with it, will be
20 construed as an admission or concession by Defendants of any such violations or failures to
21 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of
22 this Settlement, this Settlement and its terms and provisions will not be offered or received as
23 evidence in any action or proceeding to establish any liability or admission on the part of
24 Defendants or to establish the existence of any condition constituting a violation of, or a non-
25 compliance with, federal, state, local or other applicable law.

26 The Parties understand and acknowledge that this Settlement Agreement constitutes a
27 compromise and settlement of disputed claims. No action taken by the Parties whether
28 previously or in connection with the negotiations or proceedings connected with the Settlement

1 or this Agreement shall be deemed or construed to be an admission of the truth or falsity of any
2 allegations, claims, or defenses heretofore made, or an acknowledgment or admission by any
3 party of any fact, fault, liability, or wrongdoing of any kind whatsoever.

4 Neither the Settlement, nor any act performed or document executed pursuant to or in
5 furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission
6 of, or evidence of, the validity of any claim made by the Plaintiff or Class Members, or of any
7 wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be
8 used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in
9 the Action or in any proceeding in any court, administrative agency or other tribunal; or
10 construed as an admission by Plaintiff regarding the validity of any allegation or claim asserted
11 in this Action or that Plaintiff has waived any allegation or claim asserted in the Action.

12 79. Waiver. No waiver of any condition or covenant contained in this Settlement or
13 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
14 constitute a further waiver by such party of the same or any other condition, covenant, right or
15 remedy.

16 80. Mutual Preparation. The Parties have had a full opportunity to negotiate the
17 terms and conditions of this Settlement. Accordingly, this Settlement will not be construed
18 more strictly against one party than another merely by virtue of the fact that it may have been
19 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
20 negotiations between the Parties, all Parties have contributed to the preparation of this
21 Settlement.

22 81. Representation By Counsel. The Parties acknowledge that they have been
23 represented by counsel throughout all negotiations that preceded the execution of this
24 Settlement, and that this Settlement has been executed with the consent and advice of counsel.
25 Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the
26 Settlement Agreement.

27 82. All Terms Subject to Final Court Approval. All amounts and procedures
28 described in this Settlement Agreement herein will be subject to final Court approval.

83. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

84. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement 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 mediation confidentiality provisions that otherwise might apply under federal or state law.

SO AGREED AND STIPULATED.

DATED: December ²⁷__, 2021

DAVID YEREMIAN & ASSOCIATES, INC.

By 

David Yeremian

Natalie Haritonian

Attorneys for Plaintiff MELVIN

STAKELY, JR and all others similarly situated

DATED: December __, 2021

DE CASTRO LAW GROUP, P.C.

By 

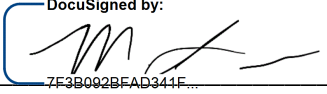
Jose-Manuel A. de Castro

David G. Larmore

Lori V. Minassian

Attorneys for Defendants WINDSOR PALMS
CARE CENTER OF ARTESIA, WINDSOR
TWIN PALMS HEALTHCARE CENTER,
LLC, and MODERN HERO, INC.

1 DATED: December ²⁷__, 2021

2 By 
3 Plaintiff Melvin Stakely, Jr.

4
5 DATED: December __, 2021

6 WINDSOR PALMS CARE CENTER OF
7 ARTESIA, WINDSOR TWIN PALMS
8 HEALTHCARE CENTER, LLC, and
9 MODERN HERO, INC.

10 By _____
11 Name:
12 Title:

1 DATED: December __, 2021

2
3 By _____
4 Plaintiff Melvin Stakely, Jr.

5 DATED: December 28, 2021

6 WINDSOR PALMS CARE CENTER OF
7 ARTESIA, WINDSOR TWIN PALMS
8 HEALTHCARE CENTER, LLC, and
9 MODERN HERO, INC.

10 By Josh Soble
11 Name: JOSH SABLE
12 Title: GENERAL COUNSEL
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