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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

KENDRA WILKERSON, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

vs.

PRESTIGE CARE, INC., a Washington corporation; CHICO VENTURES, L.L.C., an Oregon limited liability company; MANTECA VENTURES ALF, L.L.C., an Oregon limited liability company; LANCASTER VENTURES, L.L.C., an Oregon limited liability company; MARYSVILLE VENTURES, LLC, an Oregon limited liability company; OROVILLE ASSISTED LIVING, L.L.C., an Oregon limited liability company; PRESTIGE ASSISTED LIVING VENTURES, L.L.C., an Oregon limited liability company; PRESTIGE SENIOR LIVING, L.L.C., an Oregon limited liability company; VISALIA VENTURES, L.L.C., an Oregon limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 19STCV30095

**JOINT STIPULATION OF CLASS AND  
PAGA REPRESENTATIVE ACTION  
SETTLEMENT AND RELEASE OF CLAIMS**

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**JOINT STIPULATION OF CLASS AND PAGA**

**REPRESENTATIVE ACTION SETTLEMENT AND RELEASE OF CLAIMS**

This Joint Stipulation of Class and PAGA Representative Action Settlement and Release of Claims (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Kendra Wilkerson (“Plaintiff” or “Class Representative”), as an individual and on behalf of the Class Members and Aggrieved Employees and all others similarly situated, and Defendants Prestige Care, Inc., Chico Ventures, L.L.C., Manteca Ventures ALF, L.L.C., Lancaster Ventures, L.L.C., Marysville Ventures, LLC, Oroville Assisted Living, L.L.C., Prestige Assisted Living Ventures, L.L.C., Prestige Senior Living, L.L.C., and Visalia Ventures, L.L.C. (“Defendants”) (collectively with Plaintiff, the “Parties”).

**DEFINITIONS**

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Kendra Wilkerson v. Prestige Care, Inc., et al.*, No. 19STCV30095 (Los Angeles County Superior Court).
2. “Aggrieved Employees” means all persons, including Plaintiff, on whose behalf Plaintiff sought civil penalties under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., “PAGA”) who worked for Defendants as non-exempt, hourly paid employees in California from August 27, 2018 until November 30, 2020. Such persons constitute Aggrieved Employees regardless of whether they submit Requests for Exclusion.
3. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action as provided by law, including but not limited to fees and expenses of experts, investigation expenses, postage, telephone, and photocopying charges, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or Two Hundred Thirty Three Thousand

1 Three Hundred Thirty Three Dollars (\$233,333). The Attorneys' Fees and Costs will also mean and  
2 include the additional reimbursement of any costs and expenses associated with Class Counsel's  
3 litigation and settlement of the Action, up to Thirty Thousand Dollars (\$30,000), subject to the Court's  
4 approval. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of  
5 costs as set forth above.

6 4. "Class Counsel" means Capstone Law APC.

7 5. "Class List" means the list of Class Member information that Defendants will provide to  
8 the Settlement Administrator.

9 6. "Class Member(s)" or "Settlement Class" means all persons, including Plaintiff, who  
10 worked for Defendants as non-exempt, hourly paid employees in California from August 27, 2015 until  
11 November 30, 2020.

12 7. "Class Period" means the period from August 27, 2015 to November 30, 2020.

13 8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff  
14 in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her  
15 general release of claims. Subject to the Court granting final approval of this Settlement Agreement and  
16 subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class  
17 Representative Enhancement Payment of Ten Thousand Dollars (\$10,000).

18 9. "Complaint" means the First Amended Complaint filed on November 21, 2019 alleging  
19 (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California  
20 Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages); (3) Violation of  
21 California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods); (4) Violation  
22 of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods); (5)  
23 Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non- Compliant Wage Statements  
24 and Failure to Maintain Payroll Records); (6) Violation of California Labor Code §§201 and 202 (Wages  
25 Not Timely Paid Upon Termination); (7) Violation of California Labor Code §§ 551, 552, and 558  
26 (Failure to Provide One Day of Rest in Seven); (8) Violation of California Labor Code § 2802  
27 (Unreimbursed Business Expenses); (9) Civil Penalties for Violations of California Labor Code,  
28 Pursuant to PAGA, §§ 2698, *et seq.*; (10) Violation of California Business & Professions Code §§

1 17200, *et seq.* (Unlawful Business Practices); and (11) Violation of California Business & Professions  
2 Code §§ 17200, *et seq.* (Unfair Business Practices).

3 10. “Court” means the Los Angeles County Superior Court.

4 11. “Cy Pres” refers to the Court Appointed Special Advocates for Children of San Joaquin  
5 (serving San Joaquin County), 127 N Sutter St, Stockton, CA 95202.

6 12. “Defendants” means Prestige Care, Inc., Chico Ventures, L.L.C., Manteca Ventures  
7 ALF, L.L.C., Lancaster Ventures, L.L.C., Marysville Ventures, LLC, Oroville Assisted Living, L.L.C.,  
8 Prestige Assisted Living Ventures, L.L.C., Prestige Senior Living, L.L.C., and Visalia Ventures, L.L.C.

9 13. “Defense Counsel” refers to Hanson Bridgett LLP.

10 14. “Effective Date” means the later of the following: (i) if no Class Member submits a  
11 timely objection or otherwise purports to object to the Settlement Agreement, then the Effective Date  
12 will be the date of Final Approval; or (ii) if a Class Member timely objects or otherwise purports to  
13 object to the Settlement Agreement, the Effective Date shall be the sixty-first (61) calendar day after the  
14 date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is  
15 initiated by an objector, then the Effective Date will be the day after final resolution of that appeal  
16 (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of  
17 the Settlement.

18 15. “Final Approval” means the date on which the Court enters an order granting final  
19 approval of the Settlement Agreement.

20 16. “Gross Settlement Amount” means the Gross Settlement Amount of Seven Hundred  
21 Thousand Dollars (\$700,000), to be paid by Defendants in full satisfaction of all Released Claims  
22 described in Paragraph 62 arising from the Action, as well as of the release by Plaintiff described in  
23 Paragraph 63. The Gross Settlement Amount includes all Individual Settlement Payments to  
24 Participating Class Members and Aggrieved Employees, Attorneys’ Fees and Costs, the Class  
25 Representative Enhancement Payment, the LWDA Payment, and Settlement Administration Costs.

26 17. “Individual Settlement Payment” means, collectively, each Participating Class  
27 Member’s respective share of the Net Settlement Fund, and each Aggrieved Employee’s respective  
28 share of the PAGA Fund.

1           18.     “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining  
2 after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payment, the  
3 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be  
4 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to  
5 Defendants.

6           19.     “Notice of Objection” means a Class Member’s valid and timely written objection to the  
7 Settlement Agreement.

8           20.     “Notice Packet” means the Notice of Pendency of Class and Representative Action,  
9 Preliminary Approval of Settlement and Hearing for Final Approval, substantially in the form attached  
10 as Exhibit A.

11          21.     “PAGA Period” means the period from August 27, 2018 to November 30, 2020.

12          22.     “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to  
13 the Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees, in connection  
14 with PAGA. The Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Gross Settlement  
15 Amount will be allocated to the settlement of Aggrieved Employees’ claims for PAGA civil penalties.  
16 Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars  
17 (\$37,500), of the PAGA Settlement Amount will be paid to the LWDA (“LWDA Payment”), and  
18 Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500) (“PAGA Fund”), of  
19 the PAGA Settlement Amount will be paid to Aggrieved Employees.

20          23.     “Parties” means Plaintiff and Defendants collectively. Plaintiff and Defendants may  
21 individually be referred to as a “Party.”

22          24.     “Participating Class Members” means all Class Members, including Plaintiff, and their  
23 respective spouses, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, agents,  
24 attorneys, conservators, guardians, personal representatives, successors-in-interest, and assigns, who do  
25 not submit timely and valid Requests for Exclusion.

26          25.     “Plaintiff” means Kendra Wilkerson.

27          26.     “Preliminary Approval” means the date on which the Court enters an order granting  
28 preliminary approval of the Settlement Agreement.

1           27.     “Qualified Settlement Account” shall mean the Qualified Settlement Account  
2 established by the Settlement Administrator for the benefit of the Settlement Class/Aggrieved  
3 Employees and from which the Individual Settlement Payments and all other payments under this  
4 Settlement Agreement shall be paid with the exception of employer taxes, and shall mean the account  
5 that will qualify and be characterized as a qualified settlement fund under the provisions of the U.S.  
6 Treasury Regulations 1.486B-1 and 1.468B-5, and into which the Gross Settlement Amount is to be  
7 deposited, to be administered in a manner consistent with law and the terms of this Settlement.

8           28.     “Request for Exclusion” means a written letter timely submitted by a Class Member  
9 indicating a request to be excluded from the Settlement.

10          29.     “Response Deadline” means the deadline by which Class Members must postmark or  
11 fax to the Settlement Administrator Requests for Exclusion or disputes concerning the calculation of  
12 Individual Settlement Payments from the Net Settlement Fund, or postmark to the Settlement  
13 Administrator Notices of Objection. The Response Deadline also means the deadline by which  
14 Aggrieved Employees must postmark or fax to the Settlement Administrator disputes concerning the  
15 calculation of Individual Settlement Payments from the PAGA Fund. The Response Deadline will be  
16 forty-five (45) calendar days from the initial mailing of the Notice Packet by the Settlement  
17 Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case  
18 the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

19          30.     “Settlement Administration Costs” means the costs payable from the Gross Settlement  
20 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,  
21 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross  
22 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The  
23 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,  
24 any such costs in excess of the amount represented by the Settlement Administrator as being the  
25 maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of  
26 approximately 1,500 Class Members, the Settlement Administration Costs are currently estimated to be  
27 Fifteen Thousand Five Hundred Dollars (\$15,500).

28          31.     “Settlement Administrator” means CPT Group, Inc., or any other third-party class action

1 settlement administrator agreed to by the Parties and approved by the Court for the purposes of  
2 administering this Settlement. The Parties each represent that they do not have any financial interest in  
3 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
4 could create a conflict of interest.

5 32. “Workweeks” means the number of weeks of employment for each Class Member and  
6 Aggrieved Employee during the Class Period and PAGA Period, respectively, as calculated by taking  
7 the number of days of employment (based on the dates of employment provided in the Class List) for  
8 each Class Member and Aggrieved Employee during the Class Period and PAGA Period, respectively,  
9 dividing by seven (7), and rounding up to the nearest whole number. All Class Members and Aggrieved  
10 Employees will be credited with at least one Workweek.

### 11 **TERMS OF AGREEMENT**

12 The Plaintiff, on behalf of herself and the Settlement Class and Aggrieved Employees, and  
13 Defendants agree as follows:

14 33. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of  
15 the Gross Settlement Amount of Seven Hundred Thousand Dollars (\$700,000) into a Qualified  
16 Settlement Account to be established by the Settlement Administrator. Defendants will pay the  
17 employer’s share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will  
18 be used for: (i) Individual Settlement Payments to Participating Class Members and Aggrieved  
19 Employees; (ii) the LWDA; (iii) the Class Representative Enhancement Payment; (iv) Attorneys’ Fees  
20 and Costs; and (v) Settlement Administration Costs. Defendants will deposit the Gross Settlement  
21 Amount and the employer’s share of payroll taxes within ten (10) business days of the Effective Date or  
22 on November 15, 2021, whichever is later (“Funding Date”).

23 34. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or  
24 motion by Class Counsel for Attorneys’ Fees and Costs of not more than Two Hundred Thirty Three  
25 Thousand Three Hundred Thirty Three Dollars (\$233,333), plus the reimbursement of all out-of-pocket  
26 costs and expenses associated with Class Counsel’s litigation and settlement of the Action (including  
27 expert fees, investigations expenses, photocopying, etc.), not to exceed Thirty Thousand Dollars  
28 (\$30,000), both of which will be paid from the Gross Settlement Amount.

1           35.     Class Representative Enhancement Payment. In exchange for a general release, and in  
2 recognition of her effort and work in prosecuting the Action on behalf of Class Members, Defendants  
3 agree not to oppose or impede any application or motion for a Class Representative Enhancement  
4 Payment of Ten Thousand Dollars (\$10,000). The Class Representative Enhancement Payment will be  
5 paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement  
6 Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and  
7 all applicable taxes on the Class Representative Enhancement Payment.

8           36.     Settlement Administration Costs. The Settlement Administrator will be paid for the  
9 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
10 Settlement Amount, which is currently estimated to be Fifteen Thousand Five Hundred Dollars  
11 (\$15,500). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*,  
12 the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS  
13 Forms, distributing Notice Packets, calculating and distributing the Gross Settlement Amount,  
14 distributing the remaining funds to the Cy Pres, and providing necessary reports and declarations.

15           37.     PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount  
16 of Fifty Thousand Dollars (\$50,000) from the Gross Settlement Amount will be designated for  
17 satisfaction of Aggrieved Employees' claims for PAGA civil penalties. Pursuant to PAGA, Seventy-  
18 Five Percent (75%), or Thirty Seven Thousand Five Hundred Dollars (\$37,500), of this sum will be paid  
19 to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500),  
20 will be paid to Aggrieved Employees.

21           38.     Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating  
22 Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

23           39.     PAGA Fund. The entire PAGA Fund will be distributed to all Aggrieved Employees.  
24 No portion of the PAGA Fund will revert to or be retained by Defendants.

25           40.     Individual Settlement Payment Calculations. Individual Settlement Payments will be  
26 calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of  
27 Workweeks each Participating Class Member and Aggrieved Employee, respectively, worked during the  
28 Class Period and PAGA Period, respectively. Specific calculations of Individual Settlement Payments



1 will be made as follows:

2                   40(a)     Payments from the Net Settlement Fund. The Settlement Administrator will  
3 calculate the total number of Workweeks worked by each Class Member  
4 during the Class Period and the aggregate total number of Workweeks  
5 worked by all Class Members during the Class Period. To determine each  
6 Class Member’s estimated “Individual Settlement Payment” from the Net  
7 Settlement Fund, the Settlement Administrator will use the following  
8 formula: The Net Settlement Fund will be divided by the aggregate total  
9 number of Workweeks, resulting in the “Workweek Value.” Each Class  
10 Member’s estimated “Individual Settlement Payment” will be calculated by  
11 multiplying each individual Class Member’s total number of Workweeks by  
12 the Workweek Value. The Individual Settlement Payment will be reduced  
13 by any required deductions for each Class Member as specifically set forth  
14 herein, including employee-side tax withholdings or deductions. The entire  
15 Net Settlement Fund will be disbursed to all Class Members who do not  
16 submit timely and valid Requests for Exclusion (i.e., to all Participating  
17 Class Members). If there are any valid and timely Requests for Exclusion,  
18 the Settlement Administrator shall proportionately increase the Individual  
19 Settlement Payment for each Participating Class Member according to the  
20 number of Workweeks worked, so that the amount actually distributed to  
21 the Settlement Class equals 100% of the Net Settlement Fund, subject to any  
22 funds remaining from uncashed funds, which will be distributed to an  
23 agreed upon Cy Pres.

24                   40(b)     Payments from the PAGA Fund. The Settlement Administrator will  
25 calculate the total number of Workweeks worked by each Aggrieved  
26 Employee during the PAGA Period and the aggregate total number of  
27 Workweeks worked by all Aggrieved Employees during the PAGA Period.  
28 To determine each Aggrieved Employee’s estimated “Individual Settlement

1 Payment” from the PAGA Fund, the Settlement Administrator will use the  
2 following formula: The PAGA Fund will be divided by the aggregate total  
3 number of Workweeks during the PAGA Period, resulting in the “PAGA  
4 Workweek Value.” Each Aggrieved Employee’s “Individual Settlement  
5 Payment” will be calculated by multiplying each individual Aggrieved  
6 Employee’s total number of Workweeks during the PAGA Period by the  
7 PAGA Workweek Value. The entire PAGA Fund will be disbursed to all  
8 Aggrieved Employees, regardless of whether they request to be excluded  
9 from the Settlement Class, subject to any funds remaining from uncashed  
10 funds, which will be distributed to an agreed upon Cy Pres.

11 41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to  
12 Participating Class Members and Aggrieved Employees under this Settlement, as well as any other  
13 payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under  
14 any benefit plans to which any Class Members and/or Aggrieved Employees may be eligible, including,  
15 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,  
16 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this  
17 Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members  
18 and/or Aggrieved Employees may be entitled under any benefit plans (notwithstanding any contrary  
19 language or agreement in any benefit or compensation plan document that might have been in effect  
20 during the period covered by this Settlement).

21 42. Administration Process. The Parties agree to cooperate in the administration of the  
22 Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in  
23 administration of the Settlement.

24 43. Class List. Within twenty (20) calendar days of Preliminary Approval, Defendants shall  
25 provide the Settlement Administrator with the Class List, formatted in Microsoft Office Excel,  
26 containing the following for each Class Member: (i) full name; (ii) last known mailing address; (iii)  
27 Social Security Number; and (iv) dates of employment. This information shall be treated by the  
28 Settlement Administrator as highly confidential and shall not be shared with anyone absent Defendants’

1 express approval.

2 44. Notice to Class Members/Aggrieved Employees. Within ten (10) calendar days after  
3 receiving the Class List from Defendants, the Settlement Administrator will mail a Notice Packet to all  
4 Class Members/Aggrieved Employees via regular First-Class U.S. Mail, using the last known mailing  
5 addresses identified in the Class List. Prior to mailing, the Settlement Administrator will perform a  
6 search based on the National Change of Address Database for information to update and correct for any  
7 known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as  
8 non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S.  
9 Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of  
10 such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator  
11 will promptly attempt to determine the correct address using a skip-trace, or other search using the name,  
12 address and/or Social Security Number of the Class Member/Aggrieved Employee involved, and will  
13 then perform a single re-mailing. Those Class Members/Aggrieved Employees who receive a re-mailed  
14 Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar  
15 days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an  
16 objection to the Settlement.

17 Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a  
18 summary of the Settlement's principal terms; (iii) the Settlement Class and Aggrieved Employee  
19 definitions; (iv) the total number of Workweeks each respective Class Member and Aggrieved  
20 Employee worked for Defendants during the Class Period and PAGA Period, respectively; (v) each  
21 Class Member's and Aggrieved Employee's estimated Individual Settlement Payment and the formula  
22 for calculating Individual Settlement Payments from the Net Settlement Fund and PAGA Fund,  
23 respectively; (vi) the dates which comprise the Class Period and PAGA Period; (vii) instructions on how  
24 to submit Requests for Exclusion or Notices of Objection; (viii) the deadline by which the Class Member  
25 must postmark or fax a Request for Exclusion or dispute concerning the calculation of their Individual  
26 Settlement Payment from the Net Settlement Fund, or postmark a Notice of Objection to the Settlement;  
27 (ix) the deadline by which the Aggrieved Employee must postmark or fax a dispute concerning the  
28 calculation of their Individual Settlement Payment from the PAGA Fund; and (x) the claims to be

1 released.

2 45. Disputed Information on Notice Packets. Class Members and Aggrieved Employees  
3 will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class  
4 Members and Aggrieved Employees dispute their employment dates or the number of Workweeks on  
5 record, Class Members and Aggrieved Employees may produce evidence to the Settlement  
6 Administrator showing that such information is inaccurate. Defendants' records will be presumed  
7 correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties  
8 will work in good faith to resolve it. All disputes must be submitted to the Settlement Administrator by  
9 the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

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

18 47. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
19 Settlement Agreement must submit a Request for Exclusion. To be effective, the Request for Exclusion  
20 must: (i) be submitted in writing to the Settlement Administrator, faxed or postmarked on or before the  
21 Response Deadline; (ii) set forth the name, address, and last four digits of the Social Security Number of  
22 the Class Member requesting exclusion; (iii) be signed by the Class Member; (iv) include written  
23 affirmation of the Class Member's desire to be excluded from the Settlement, containing the following or  
24 substantially similar language:

25 "I elect to opt-out of the *Wilkerson v. Prestige Care, Inc., et al.* class action portion of the  
26 settlement. I understand that by doing so, I will not be able to participate in, or receive a share of,  
27 the class portion of the settlement. I also understand that I may not opt-out of the PAGA portion  
of the settlement and will still be paid my respective share thereof."

28 In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date

1 will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

2 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
3 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid  
4 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released  
5 Claims described in Paragraph 62, as well as any Judgment that may be entered by the Court if it grants  
6 final approval to the Settlement.

7 49. Aggrieved Employees May Not Opt-Out or Object to the PAGA Settlement. Because  
8 this Settlement resolves claims brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private  
9 Attorney General of and for the State of California and the LWDA, no Aggrieved Employee has the  
10 right to object to the sufficiency of the PAGA Settlement Amount, or to opt out of the release of the  
11 claims for PAGA civil penalties set forth in the Released Claims. All Aggrieved Employees will release  
12 the PAGA claims set forth in the Released Claims, and will be paid their respective shares of the PAGA  
13 Fund, regardless whether they submit timely and valid Requests for Exclusion.

14 50. Objection Procedures. To object to the Settlement Agreement, a Class Member must  
15 postmark a valid Notice of Objection to the Settlement Administrator on or before the Response  
16 Deadline, or appear at the final approval hearing. For the Notice of Objection to be valid, it must include:  
17 (i) the objector's full name, signature, and address, (ii) a written statement of all grounds for the objection  
18 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other  
19 documents upon which the objection is based; and (iv) a statement whether the objector intends to appear  
20 at the final approval hearing. Any Class Member who does not submit a timely written objection to the  
21 Settlement, or who fails to otherwise comply with the specific and technical requirements of this section,  
22 will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the  
23 Settlement, by appeal or otherwise. The Class Member may appear in person or through other means  
24 permitted by the Court at the final approval hearing.

25 Class Members who fail to object either by submitting a valid Notice of Objection or appearing  
26 at the final approval hearing will be deemed to have waived all objections to the Settlement and will be  
27 foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement.  
28 Class Members have a right to appear at the final approval hearing in order to have their objections heard

1 by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage  
2 Class Members to submit written objections to the Settlement Agreement or appeal from the Final  
3 Approval. Class Counsel will not represent any Class Members with respect to any such objections to  
4 this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for  
5 Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection  
6 shall be rejected, and the Class Member shall not participate in or be bound by the Settlement. The  
7 Parties will not be responsible for any fees, costs or expenses incurred by any Class Member and/or his  
8 or her counsel related to any objections to the Settlement and/or any appeals arising therefrom.

9 51. Certification Reports Regarding Individual Settlement Payment Calculations. The  
10 Settlement Administrator will provide Defense Counsel and Class Counsel a weekly report that certifies  
11 the number of Class Members who have submitted valid Requests for Exclusion, objections to the  
12 Settlement, and whether any Class Member/Aggrieved Employee has submitted a challenge to any  
13 information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to  
14 counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as  
15 needed or requested.

16 52. Distribution Timing of Individual Settlement Payments. Within fifteen (15) calendar  
17 days after the Funding Date, the Settlement Administrator will issue payments to: (i) Participating Class  
18 Members and Aggrieved Employees; (ii) the LWDA; (iii) Plaintiff; and (iv) Class Counsel. The  
19 Settlement Administrator will also issue a payment to itself for Court-approved services performed in  
20 connection with the Settlement.

21 53. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment  
22 checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for  
23 more than one hundred eighty (180) calendar days after issuance will be tendered to the following Cy  
24 Pres: the Court Appointed Special Advocates for Children of San Joaquin (serving San Joaquin County),  
25 127 N Sutter St, Stockton, CA 95202.

26 54. Certification of Completion. Upon completion of administration of the Settlement, the  
27 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
28 Court and counsel for all Parties.

1           55.     Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments  
2 will be allocated as follows: (i) Twenty-Five Percent (25%) will be allocated as wages for which IRS  
3 Forms W-2 will be issued; and (ii) Seventy-Five (75%) will be allocated as non-wages for which IRS  
4 Forms 1099-MISC will be issued.

5           The Settlement Administrator will be responsible for issuing to Plaintiff, other Participating  
6 Class Members and Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may  
7 be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will  
8 also be responsible for forwarding all payroll taxes and penalties to the appropriate government  
9 authorities.

10          Prior to the distribution of Individual Settlement Payments, the Settlement Administrator shall  
11 calculate the total taxes and withholdings required as a result of the wage portion of the Individual  
12 Settlement Payments and such actual amount will be deducted therefrom. Additionally, within five (5)  
13 calendar days of the Effective Date, or earlier upon Defendants' request, the Settlement Administrator  
14 shall calculate the employer taxes due on the wage portion of the Individual Settlement Payments and  
15 issue instructions to Defendants to separately fund these obligations.

16          Defendants, Defense Counsel, the Settlement Administrator, and Class Counsel make no  
17 representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff  
18 and other Participating Class Members and Aggrieved Employees are not relying on any statement,  
19 representation, or calculation by Defendants, Defense Counsel, Class Counsel, or the Settlement  
20 Administrator in this regard. Plaintiff and other Participating Class Members and Aggrieved Employees  
21 understand and agree that they will be solely responsible for the payment of any taxes and penalties  
22 assessed on their respective payments described herein and will defend, indemnify, and hold Defendants,  
23 Defense Counsel, Class Counsel and the Settlement Administrator free and harmless from and against  
24 any claims resulting from treatment of such payments as non-taxable damages.

25          56.     Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
26 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS  
27 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")  
28 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND

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

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

24       58.     Nullification of Settlement Agreement. In the event that (i) the Court does not finally  
25 approve the Settlement as provided herein, or (ii) the Settlement does not become final for any other  
26 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
27 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
28 likewise be treated as void from the beginning.



1           59.     Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request  
2 the preliminary approval of the Settlement Agreement, and the entry of a Preliminary Approval Order  
3 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary  
4 approval of the proposed Settlement Agreement, (iii) setting a date for a final approval hearing. The  
5 Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members and  
6 Aggrieved Employees as specified herein. In conjunction with the preliminary approval hearing, Plaintiff  
7 will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the  
8 proposed Notice of Pendency of Class and Representative Action, Preliminary Approval of Settlement  
9 and Hearing for Final Approval, attached as Exhibit A. Class Counsel will be responsible for drafting all  
10 documents necessary to obtain Preliminary Approval.

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

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

26           62.     Release of Claims. Effective as of the Funding Date, and in exchange for consideration  
27 provided pursuant to this Settlement Agreement, Plaintiff and other Participating Class Members and  
28 Aggrieved Employees and their respective spouses, heirs, beneficiaries, devisees, legatees, executors,

1 administrators, trustees, agents, attorneys, conservators, guardians, personal representatives, successors-  
2 in-interest and assigns (collectively, the “Releasing Persons”) hereby forever completely release and  
3 discharge Defendants and their direct and indirect subsidiaries and affiliates, and their past, present and  
4 future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, shareholders, joint  
5 ventures, affiliated organizations, insurers and assigns and each of their past present and future officers,  
6 directors, trustees, agents, employees, attorneys, fiduciaries, contractors, representatives, partners, joint  
7 ventures, benefit plans sponsored or administered by them, divisions, units, branches and other persons  
8 or entities acting on their behalf (collectively, the “Released Parties”), from any and all of the following  
9 claims (collectively, the “Released Claims”): Any and all claims, causes of action, demands, rights,  
10 liabilities, expenses and losses of every nature and description whatsoever that arise from or relate to the  
11 facts, claims, conduct, or circumstances alleged in the Action, that any of the Releasing Persons have,  
12 might have, or might have had against any of the Released Parties at any time prior to and through the  
13 Class Period and PAGA Period based on the facts, claims, or allegations in the Complaint, including but  
14 not limited to those alleged, pled or could have been alleged or pled in the Complaint such as: (1)  
15 Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California  
16 Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages); (3) Violation of  
17 California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods); (4) Violation  
18 of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods); (5)  
19 Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and  
20 Failure to Maintain Payroll Records); (6) Violation of California Labor Code §§ 201 and 202 (Wages  
21 Not Timely Paid Upon Termination); (7) Violation of California Labor Code §§ 551, 552, and 558  
22 (Failure to Provide One Day of Rest in Seven); (8) Violation of California Labor Code § 2802  
23 (Unreimbursed Business Expenses); (9) Civil Penalties for Violations of California Labor Code,  
24 Pursuant to PAGA, §§ 2698, et seq. based on the preceding claims; (10) Violation of California Business  
25 & Professions Code §§ 17200, et seq. (Unlawful Business Practices) based on the preceding claims; and  
26 (11) Violation of California Business & Professions Code §§ 17200, et seq. (Unfair Business Practices)  
27 based on the preceding claims.

28 63. Release by Plaintiff. Upon the Effective Date, in addition to the claims being released by

1 all Participating Class Members and Aggrieved Employees, Plaintiff will release and forever discharge  
2 the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and  
3 unknown, asserted and not asserted, which Plaintiff has or may have against the Released Parties as of  
4 the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to  
5 which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply,  
6 Plaintiff expressly waives any and all rights and benefits conferred upon her by the provisions of Section  
7 1542 of the California Civil Code or similar provisions of applicable law which are as follows:

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

14 64. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the  
15 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
16 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

17 65. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
18 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
19 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section  
20 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is  
21 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and  
22 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or  
23 contradict the terms of this Settlement Agreement.

24 66. Amendment or Modification. No amendment, change, or modification to this Settlement  
25 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

26 67. Interim Stay in Proceedings. Pending the completion of the approval process, the Parties  
27 agree to a stay of all proceedings in the Action except those necessary to implement the Settlement itself.

28 68. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and

1 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
2 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
3 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
4 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
5 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to  
6 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
7 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
8 may seek the assistance of the Court to resolve such disagreement.

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

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

13       71.     Execution and Counterparts. This Settlement Agreement is subject only to the execution  
14 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
15 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned  
16 copies of the signature page, will be deemed to be one and the same instrument.

17       72.     Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
18 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this  
19 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account  
20 all relevant factors, present and potential. The Parties further acknowledge that they are each represented  
21 by competent counsel and that they have had an opportunity to consult with their counsel regarding the  
22 fairness and reasonableness of this Settlement.

23       73.     Invalidity of Any Provision. Before declaring any provision of this Settlement  
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
25 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
26 valid and enforceable.

27       74.     Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
28 certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may

1 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,  
2 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

3 75. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to  
4 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not  
5 approved, the stipulation to certification will be void. The Parties further agree that certification for  
6 purposes of the Settlement is not an admission that class action certification is proper under the standards  
7 applied to contested certification motions and that this Settlement Agreement will not be admissible in  
8 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendants  
9 are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

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

23 77. Non-Evidentiary Use: Pursuant to California Evidence Code section 1152, this  
24 Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or  
25 enforce this Settlement Agreement; provided, however, that this Settlement Agreement may be used by  
26 Defendants and/or the Released Parties to prove or defend against any claim released herein by Plaintiff  
27 or any other Class Member or Aggrieved Employee in any claim or threatened claim, including but not  
28 limited to any judicial, quasi-judicial, administrative, or governmental proceeding. Neither this

1 Settlement Agreement or its terms, nor any statements or conduct in the negotiation or drafting of it, shall  
2 be admissible, offered, or used as evidence by the Parties, any Class Member or Aggrieved Employee, or  
3 their respective counsel in the Action or in any other proceeding as evidence of liability or wrongdoing  
4 by Defendants and/or the Released Parties, or for any purpose whatsoever. If Final Approval does not  
5 occur, the Parties agree that this Settlement Agreement is void, but remains protected by California  
6 Evidence Code section 1152. In the event of non-approval by the Court, the Parties may not use the fact  
7 that the Parties agreed to settle the case (nor any communications regarding the Settlement or any  
8 confidential data provided for settlement purposes only), as evidence of Defendants' liability.

9       78.     No Public Comment: The Parties and their counsel agree that, both before and following  
10 the execution of this Settlement by the Parties and their counsel, they will not issue any press releases,  
11 initiate any contact with the press, respond to any press inquiry, or have any communication with the  
12 press concerning the Action or about the fact, amount or terms of the Settlement.

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

16       80.     Enforcement Actions. In the event that one or more of the Parties institutes any legal  
17 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement  
18 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
19 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including  
20 expert witness fees incurred in connection with any enforcement actions.

21       81.     Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
22 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
23 more strictly against one Party than another merely by virtue of the fact that it may have been prepared  
24 by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations  
25 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

26       82.     Representation By Counsel. The Parties acknowledge that they have been represented  
27 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
28 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,

1 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

2 83. All Terms Subject to Final Court Approval. All amounts and procedures described in  
3 this Settlement Agreement herein will be subject to final Court approval.

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

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

12  
13 **READ CAREFULLY BEFORE SIGNING**

14  
15 **PLAINTIFF ON BEHALF OF HERSELF, THE  
16 CLASS AND ALL OTHERS SIMILARLY  
SITUATED**

17 Dated: 4/8/2021

DocuSigned by:  
*Kendra Wilkerson*  
Kendra Wilkerson

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19  
20 **DEFENDANTS PRESTIGE CARE, INC.,  
21 CHICO VENTURES, L.L.C., MANTECA  
22 VENTURES ALF, L.L.C., LANCASTER  
23 VENTURES, L.L.C., MARYSVILLE  
24 VENTURES, LLC, OROVILLE ASSISTED  
LIVING, L.L.C., PRESTIGE ASSISTED  
LIVING VENTURES, L.L.C., PRESTIGE  
SENIOR LIVING, L.L.C., AND VISALIA  
VENTURES, L.L.C.**

25 Dated: \_\_\_\_\_

26 \_\_\_\_\_  
J. Ryan Delamarter  
27 General Counsel  
28 Authorized Representative for Defendants and the  
Released Parties

1 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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3 this Settlement Agreement herein will be subject to final Court approval.

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9 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in  
10 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that  
11 otherwise might apply under federal or state law.

12  
13 **READ CAREFULLY BEFORE SIGNING**

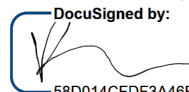
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15 **PLAINTIFF ON BEHALF OF HERSELF, THE  
16 CLASS AND ALL OTHERS SIMILARLY  
SITUATED**

17 Dated: \_\_\_\_\_

\_\_\_\_\_   
Kendra Wilkerson

19  
20 **DEFENDANTS PRESTIGE CARE, INC.,  
21 CHICO VENTURES, L.L.C., MANTECA  
22 VENTURES ALF, L.L.C., LANCASTER  
23 VENTURES, L.L.C., MARYSVILLE  
24 VENTURES, LLC, OROVILLE ASSISTED  
LIVING, L.L.C., PRESTIGE ASSISTED  
LIVING VENTURES, L.L.C., PRESTIGE  
SENIOR LIVING, L.L.C., AND VISALIA  
VENTURES, L.L.C.**

25 Dated: 4/11/2021 \_\_\_\_\_

DocuSigned by:  
  
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J. Ryan Delamarter

27 General Counsel  
28 Authorized Representative for Defendants and the  
Released Parties



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**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: 4/8/2021

By:   
Raul Perez

Attorneys for Plaintiff Kendra Wilkerson

**HANSON BRIDGETT LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Diane Marie O'Malley  
Adrianna Kourafas

Attorneys for Defendants Prestige Care, Inc., Chico Ventures, L.L.C., Manteca Ventures ALF, L.L.C., Lancaster Ventures, L.L.C., Marysville Ventures, LLC, Oroville Assisted Living, L.L.C., Prestige Assisted Living Ventures, L.L.C., Prestige Senior Living, L.L.C., and Visalia Ventures, L.L.C.

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**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: \_\_\_\_\_

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

Raul Perez

Attorneys for Plaintiff Kendra Wilkerson

**HANSON BRIDGETT LLP**

Dated: 4/12/2021

By: Adrianna C. Kourafas

Diane Marie O'Malley

Adrianna Kourafas

Attorneys for Defendants Prestige Care, Inc., Chico Ventures, L.L.C., Manteca Ventures ALF, L.L.C., Lancaster Ventures, L.L.C., Marysville Ventures, LLC, Oroville Assisted Living, L.L.C., Prestige Assisted Living Ventures, L.L.C., Prestige Senior Living, L.L.C., and Visalia Ventures, L.L.C.