

AMENDED SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Plaintiff Betty Barrett by and through her Successor in Interest Wanda Barrett; Plaintiff Steven Bauer by and through his Successor in Interest Arleen Bauer; Plaintiff Steven Cameron by and through his Successor in Interest Joan Cameron; Plaintiff Teresa Gallegly; Plaintiff Antonio Guerrero by and through his Successor in Interest Carlos Guerrero; Plaintiff Arcelia Martinez by and through her Guardian ad Litem Martha Laguna; Plaintiff Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.; Plaintiff Robert Roan by and through his Successor in Interest Robert A. Roan; Plaintiff Milka Zeljeznjak by and through her Successor in Interest Ana Raccanello, on their own behalves and on behalf of others similarly situated (“Plaintiffs”), and Defendants Fullerton Healthcare & Wellness Centre, LP; Fullerton Wellness GP, LLC; Rockport Administrative Services, LLC; Oakhurst Skilled Nursing & Wellness Centre, LLC; B-San Diego, LLC; Pomona Healthcare & Wellness Center, LLC; Pomona Nursing & Healthcare Centre, LLC; Bakersfield Healthcare & Wellness Centre, LLC; Citrus Wellness Center, LLC; Rechnitz Citrus GP; San Gabriel Healthcare & Wellness Centre, LP; G4 Wellness GP, LLC; Novato Healthcare Center, LLC; Oakland Healthcare & Wellness Center, LLC; Granite Hills Healthcare & Wellness Centre, LLC; Shlomo Rechnitz; Rechnitz Core GP; Brius Management, Co., Inc.; Brius, LLC; ASRU, LLC; and Sol Healthcare, LLC (collectively the “Settling Defendants”), and the skilled nursing facilities listed on Exhibit E (together with the Settling Defendants, the “Covered Facilities”); Plaintiffs and Covered Facilities shall be collectively referred to herein as “Parties,” or singularly, a “Party.”

RECITALS

Plaintiffs filed the following putative class actions against the Settling Defendants styled as follows (collectively “the Actions”):

1. *Barrett v. Oakhurst Skilled Nursing & Wellness Centre, LLC*, Los Angeles County Sup. Ct. Case No. BC713393, filed July 10, 2018;
2. *Bauer v. B-San Diego, LLC*, San Diego Sup. Ct. Case No. 37-2018-00036695, Los Angeles County Sup. Ct. Case No. 18STCV05973, filed July 23, 2018;
3. *Cameron v. Pomona Healthcare & Wellness Center, LLC*, Los Angeles County Sup. Ct. Case No. BC711996, filed July 2, 2018;
4. *Gallegly v. Fullerton Healthcare & Wellness Centre, LP*, Orange County Sup. Ct. Case No. 30-2018-01009899, Los Angeles County Sup. Ct. Case No. 18STCV05968, filed August 2, 2018;
5. *Guerrero v. Bakersfield Healthcare & Wellness Center, LLC*, Los Angeles County Sup. Ct. Case No. 22STCV25719, filed August 9, 2022;
6. *Martinez v. San Gabriel Healthcare & Wellness Centre, LP*, Los Angeles County Sup. Ct. Case No. 22STCV24247, filed July 27, 2022;

7. *Richardson v. Novato Healthcare Center, LLC*, Los Angeles Sup. Ct. Case No. BC713391, filed July 10, 2018;

8. *Roan v. Oakland Healthcare & Wellness Center, LLC*, Alameda County Sup. Ct. Case No. RG18915239, Los Angeles Sup. Ct. Case No. 18STCV05963, filed August 2, 2018;

9. *Zeljeznjak v. Granite Hills Healthcare & Wellness Centre, LLC*, Los Angeles County Sup. Ct. Case No.: BC713392, filed July 10, 2018.

The Actions were all consolidated into Judicial Council Coordinated Proceedings: *In Re Rechnitz Nursing Facilities*, Case No. JCCP4988 [Lead Case No. BC711982].

The Actions alleged, in part, that the skilled nursing facilities operated by the Settling Defendants were understaffed in violation of state and federal statutes and regulations and that the Settling Defendants made misrepresentations regarding the staffing practices and staffing levels at their skilled nursing facilities within the State of California.

Settling Defendants denied all material allegations and wrongdoing. Extensive litigation took place. Settling Defendants challenged the pleadings and Plaintiffs filed amended complaints.

On July 11, 2022, Plaintiffs filed a motion for class certification in certain of the Actions and supporting declarations as to each of the Settling Defendants. On November 29, 2022, the Court ordered that the motion for class certification be limited to four “bellwether” facilities to which discovery had been previously limited. On February 10, 2023, Settling Defendants filed their opposition to Plaintiffs’ motion for class certification and supporting declarations.

After extensive litigation, and having investigated the facts and applicable law, the Parties commenced settlement discussions in an effort to resolve the case without further protracted litigation. The Parties engaged in extensive arms-length negotiations, in-person and by telephone, and on March 31, 2023, the Parties engaged in a mediation with Judge Victor Person (ret.) of JAMS. By the conclusion of the mediation, the Parties were able to sign a memorandum of understanding.

Having considered the risks, burdens and expense of further litigation, including the risks and uncertainties associated with a potential trial and appeals, Class Counsel have concluded that the substantial benefits provided in this Agreement are in the best interests of the Settlement Class.

Settling Defendants deny all allegations of wrongdoing, fault or liability alleged in the Complaints and Amended Complaints, but have agreed to this settlement in order to avoid the substantial expense, inconvenience, risk and distraction of further litigation and a potential trial.

The Parties intend to resolve the Actions and settle all claims asserted therein by the Plaintiffs and the Class in accordance with the terms and conditions set forth in this Agreement.

ACCORDINGLY, the Parties agree as follows:

DEFINITIONS

As used in this Agreement, the following phrases and words shall have the following meanings:

“Actions” means Judicial Council Coordinated Proceedings: *In Re Rechnitz Nursing Facilities*, Case No. JCCP4988 [Lead Case No. BC711982] in the Los Angeles Superior Court, against the Settling Defendants, and all allegations asserted in the Complaints or Amended Complaints.

“Agreement”, “Settlement” or “Settlement Agreement” means this settlement agreement.

“Cash Payment” means the cash payment to an Eligible Settlement Class Member in accordance with paragraph 7 herein.

“Claim Bar Deadline” means the date by which certain Settlement Class Members must mail their completed Claim Forms to the Settlement Administrator. The Claim Bar Deadline shall be one hundred and twenty (120) days from the Class Notice Date or, if such day falls on a Sunday or holiday, the first business day thereafter.

“Claim Form” means the form and any other necessary documentation to be completed by certain Settlement Class Members in order to receive Cash Payments, a copy of which form is attached hereto as **Exhibit A**. If the Claim Form is modified by subsequent agreement of the Parties and/or order of the Court, the modified form shall constitute the Claim Form.

“Class Counsel” means Garcia & Artigliere.

“Class Notice” means the Court-approved class notice and summary class notice, copies of which are attached collectively hereto as **Exhibit B**. If the notice is modified by subsequent agreement of the Parties and/or order of the Court, the modified notice shall constitute the Class Notice.

“Class Notice Costs” means the reasonable costs of providing mail and publication notice in accordance with the Preliminary Approval Order.

“Class Notice Date” means the date that the mailing of the Class Notice and publication of the Class Notice has been completed, as confirmed by the declaration of the Settlement Administrator.

“Complaint” means each initial complaint in the Actions and all subsequent Amended Complaints.

“Court” means the Los Angeles County Superior Court, in which the Actions are

pending.

“Covered Facilities” means the Defendant Facilities and all additional facilities identified on **Exhibit E** hereto.

“Current Residents” means the residents who reside in Covered Facilities at the time of Preliminary Approval and maintain a Resident Trust Account at the time of distribution.

“Defendant Facilities” or “Facility Defendants” mean Fullerton Healthcare & Wellness Centre, LP; Fullerton Wellness GP, LLC; Rockport Administrative Services, LLC, Oakhurst Skilled Nursing & Wellness Centre, LLC; B-San Diego, LLC; Pomona Healthcare & Wellness Center, LLC; Pomona Nursing & Healthcare Centre, LLC; Bakersfield Healthcare & Wellness Centre, LLC; Citrus Wellness Center, LLC; Rechnitz Citrus GP; San Gabriel Healthcare & Wellness Centre, LP; G4 Wellness GP, LLC; Novato Healthcare Center, LLC; Oakland Healthcare & Wellness Center, LLC; Granite Hills Healthcare & Wellness Centre, LLC; Shlomo Rechnitz; Rechnitz Core GP; Brius Management, Co., Inc.; Brius, LLC; ASRU, LLC; and Sol Healthcare, LLC.

“Eligible Settlement Class Member(s)” means any Settlement Class Member who is a Current Resident and any Settlement Class Member who submits a timely and complete Claim Form, or is otherwise determined by the Settlement Administrator to be eligible to receive a Cash Payment.

“Fees and Expense Payment” means the payment of Class Counsel’s attorneys’ fees and litigation costs incurred litigating the Actions, as provided for in paragraph 9.1 herein.

“Final Accounting Deadline” means the date by which the Settlement Administrator must provide to the Parties a final accounting of the total amount of Cash Payments to be paid in accordance with paragraph 7 herein. The Final Accounting Deadline shall be 60 days from the Claim Bar Deadline or, if such day falls on a Sunday or holiday, the first business day thereafter.

“Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy and reasonableness of this Agreement pursuant to California Code of Civil Procedure section 382. The hearing on Class Counsel’s Application for Attorneys’ Fees and Expenses will be heard at the same time as the Final Approval Hearing.

“Final Approval Order and Judgment” means the Final Approval Order and Judgment, entered by the Court in the form prepared by Class Counsel, approving this Agreement as fair, adequate and reasonable under California Code of Civil Procedure section 382.

“Final Effective Date” means (a) if no appeal from the Final Approval Order and Judgment is filed, the date of expiration of the time for the filing or noticing of any appeal from the Judgment; or (b) if an appeal from the Final Approval Order and Judgment is filed, and the Final Approval Order and Judgment is affirmed or the appeal dismissed by a judgment or order of the California Court of Appeal (“Appellate Judgment”), thirty days after the date of such affirmance or dismissal; or (c) if a petition for review of the Appellate Judgment is

filed and denied, the date the petition is denied; or (d) if a petition for review of the Appellate Judgment is filed and granted, or the California Supreme Court orders review of the Appellate Judgment on its own motion, and the Appellate Judgment is affirmed or the review proceeding dismissed, and no petition for a writ of certiorari with respect to the California Supreme Court's judgment affirming the Appellate Judgment or dismissing the review proceeding ("Review Judgment") is filed, the date of expiration of the time for the filing of such a petition for a writ of certiorari; or (e) if such a petition for a writ of certiorari is filed and denied, the date the petition is denied; or (f) if such a petition for a writ of certiorari is filed and granted, the date of final affirmance of the Review Judgment or final dismissal of the review proceeding initiated by the petition for a writ of certiorari.

"Monitor" means a neutral, third-party monitor agreed to by the Parties as set forth in the Staffing Contract (**Exhibit C**) and referenced in paragraph 6.2 herein.

"Monitoring Costs" means all costs and fees incurred by the Monitor, as referenced in paragraph 6.2 herein.

"Named Plaintiffs" means Plaintiff Betty Barrett by and through her Successor in Interest Wanda Barrett; Plaintiff Steven Bauer by and through his Successor in Interest Arleen Bauer; Plaintiff Steven Cameron by and through his Successor in Interest Joan Cameron; Plaintiff Teresa Gallegly; Plaintiff Antonio Guerrero by and through his Successor in Interest Carlos Guerrero; Plaintiff Arcelia Martinez by and through her Guardian ad Litem Martha Laguna; Plaintiff Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.; Plaintiff Robert Roan by and through his Successor in Interest Robert A. Roan; Plaintiff Milka Zeljeznjak by and through her Successor in Interest Ana Raccanello.

"Preliminary Approval Date" means the date that the Preliminary Approval Order is signed by the Court.

"Preliminary Approval Order" means the Preliminary Approval Order signed by the Court, a copy of which is attached hereto as **Exhibit D**. If the order is modified by subsequent order of the Court, the modified order shall constitute the Preliminary Approval Order.

"Related Persons and Entities" means any and all past, present, and future parent companies and entities, subsidiaries, divisions, subdivisions, affiliates, related corporations, limited liability companies and other entities, general partners, limited partners, limited partnerships, partnerships, partners, joint ventures, shareholders, investors, owners, directors, officers, employees, managers, members, attorneys, experts, predecessors, successors, heirs, administrators, executors, trusts, trustees, fiduciaries, beneficiaries, creditors, assigns, insurers, indemnitees, agents and representatives of the Covered Facilities.

"Released Claims" means and includes, subject to the exclusions below, for the applicable Settlement Class Period, any and all claims, class claims, actions, causes of actions, suits, liens, demands, causes of action, obligations, damages, liabilities, and proceedings of any nature whatsoever whether or not known, suspected, or claims, that were or could have been asserted in the Actions that are based upon, arise out of, or relate to the following:

(a) Alleged violations of California Health and Safety Code section 1430(b) based on alleged violations of the patient rights afforded by Health and Safety Code section 1599.1(a) and 22 California Code of Regulations (“CCR”) sections 72329.1 and 72527(a)(25), including any related federal statutes and regulations (e.g., 42 C.F.R. section 483.35) based on the acts or omissions alleged in the Actions.

(b) Alleged unfair and unlawful business practices resulting from: (1) allegedly failing to employ an adequate number of qualified nursing personnel in violation of Health and Safety Code section 1599.1(a); (2) allegedly representing to residents and family members the level of nurse staffing and quality of care provided at the subject skilled nursing facilities; and (3) allegedly failing to disclose to residents and family members that the subject facilities did not and would not comply with Health and Safety Code section 1599.1(a).

(c) Alleged violations of the California Consumers Legal Remedies Act by: (1) allegedly misrepresenting to residents and family members that the subject skilled nursing facilities provided sufficient and lawful nurse staffing to meet the needs of the residents; and (2) allegedly failing to disclose to residents and family members that the subject facilities do not and would not provide sufficient nurse staffing to comply with state law.

Specifically excluded from the Released Claims are claims arising out of obligations created by this Agreement, and any and all individual claims for personal injuries, wrongful death, elder abuse or Health and Safety Code section 1430(b) claims not based on violations alleged in the Actions. .

“Request for Exclusion” means the written request mailed by a Settlement Class Member to the Settlement Administrator in accordance with paragraph 3.1 herein.

“Resident Class Member” means any person who resided in any of the Covered Facilities at any time during the applicable Settlement Class Period for the Covered Facility in which the Settlement Class member resided.

“Service Payments” shall mean the payments from the Settlement Amount to Named Plaintiffs Betty Barrett by and through her Successor in Interest Wanda Barrett; Plaintiff Steven Bauer by and through his Successor in Interest Arleen Bauer; Plaintiff Steven Cameron by and through his Successor in Interest Joan Cameron; Plaintiff Teresa Gallegly; Plaintiff Antonio Guerrero by and through his Successor in Interest Carlos Guerrero; Plaintiff Arcelia Martinez by and through her Guardian ad Litem Martha Laguna; Plaintiff Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.; Plaintiff Robert Roan by and through his Successor in Interest Robert A. Roan; Plaintiff Milka Zeljeznjak by and through her Successor in Interest Ana Raccanello as set forth in paragraph 9.2 herein.

“Settlement Administration Costs” means the reasonable costs incurred by the Settlement Administrator as part of performing its duties of class notice and claims administration. Defendants will pay the Settlement Administration Costs up to \$100,000.00 (one hundred thousand dollars) to be paid from the Settlement Amount.

“Settlement Administrator” means the entity selected by the Parties that shall ensure mailing and publication of the Class Notice, receive and administer Claim Forms submitted

by Settlement Class Members, administer the Cash Payments and undertake the other administrative functions set forth in this Agreement.

“Settlement Amount” means the \$12 million (\$12,000,000.00) that the Covered Facilities have agreed to pay or cause to be paid for: (1) Cash Payments to Eligible Settlement Class Members; (2) Settlement Administration Costs; (3) Fees and Expense Payment; (4) Service Payments; (5) Monitoring Costs; and (6) costs to ensure compliance with the Staffing Contract, attached as **Exhibit C**.

“Settlement Class” means and includes any person who resided in, currently resides in, or who is a successor-in-interest, legal heir, and/or personal representative to a person who resided in any of the Covered Facilities during the Settlement Class Period.

“Settlement Class Member” means any person who falls within the definition of the Settlement Class, except persons who file a valid and timely Request for Exclusion from the Settlement Class. Settlement Class Members include Resident Class Members and Successor Class Members.

“Settlement Class Period” means the following: (1) as to the Defendant Facilities named in the Action, four years prior to the filing of the Complaints in the Actions up to and including the Preliminary Approval Date and (2) as to the remaining Covered Facilities, four years prior to the Preliminary Approval date up to and including the Preliminary Approval Date.

“Settlement Date” means the last date that this Settlement Agreement has been executed by all Parties.

“Settling Defendants” means Defendants Fullerton Healthcare & Wellness Centre, LP; Fullerton Wellness GP, LLC; Rockport Administrative Services, LLC, Oakhurst Skilled Nursing & Wellness Center; B-San Diego, LLC; Pomona Healthcare & Wellness Center, LLC; Pomona Nursing & Healthcare Centre, LLC; Bakersfield Healthcare & Wellness Centre, LLC; Citrus Wellness Center, LLC; Rechnitz Citrus GP; San Gabriel Healthcare & Wellness Centre, LP; G4 Wellness GP, LLC; Novato Healthcare Center, LLC; Oakland Healthcare & Wellness Center, LLC; Granite Hills Healthcare & Wellness Center, LLC; Shlomo Rechnitz; Rechnitz Core GP; Brius Management, Co., Inc.; Brius, LLC; ASRU, LLC; and Sol Healthcare, LLC.

“Staffing Contract” means the Staffing Contract attached to this Agreement as Exhibit C.

“Successor Class Member” means (a) all persons who are named as a beneficiary in the will or living trust of any Resident Class Member who is deceased as of the Claim Bar Date; or (b) if there was no will or living trust, then:

1. The surviving spouse or domestic partner of the Resident Class Member.
2. If none of the above, the child of the Resident Class Member, or child of a pre-deceased child of the Resident Class Member.

3. If none of the above, the surviving parent of the Resident Class Member.
4. If none of the above, the sibling of a Resident Class Member, or a child of a pre-deceased sibling of the Resident Class Member.
5. If none of the above, the grandparent of a Resident Class Member, or a child or grandchild of the pre-deceased grandparent of the Resident Class Member.

TERMS OF AGREEMENT

1. PRELIMINARY COURT APPROVAL

1.1 The Parties shall apply to the Court for entry of the Preliminary Approval Order, which shall:

1.1.1 preliminarily approve the settlement and this Agreement, subject to the right of Settlement Class Members to be heard at the Final Approval Hearing;

1.1.2 certify the provisional Settlement Class;

1.1.3 approve the Class Notice and the Claim Form;

1.1.4 direct that Settlement Administrator publish on the Administrator website and mail or cause to be published on the Administrator website and mailed the Class Notice and Claim Form to the Settlement Class Members;

1.1.5 set a date convenient to the Court for the Final Approval Hearing;

1.1.6 provide that any objection to the proposed settlement shall be filed and served no later than sixty (60) days after the Class Notice Date; and

1.1.7 provide that the deadline for any member of the Settlement Class to opt out of the settlement shall be sixty (60) days after the Class Notice Date.

1.2 The Parties shall exercise best efforts to have the motion for a Preliminary Approval Order (and motion for a Final Approval Order and Judgment) briefed and ready for Court determination as soon as practical, consistent with the notice requirements set forth herein.

Settling Defendants shall support, and not oppose, Plaintiffs' motion for a Preliminary Approval Order.

2. NOTICE TO THE CLASS

2.1 On or before thirty (30) calendar days after the Preliminary Approval Date, Covered Facilities shall provide to the Settlement Administrator the name and last known

contact information of all Settlement Class Members. All information provided by Covered Facilities under this paragraph shall be maintained as confidential and used solely for the purpose of providing Class Notice.

2.2 On or before thirty (30) calendar days after the Preliminary Approval Date, Covered Facilities shall provide to the Settlement Administrator the names of all Current Residents then residing in any of the Covered Facilities who have a court-appointed guardian or an operative power of attorney and the name and last known contact information of said guardian or power of attorney. For these Settlement Class Members, Class Notice shall be mailed to both the Current Resident and the guardian and/or the power of attorney.

2.3 Within forty-five (45) calendar days after the Preliminary Approval Date, the Settlement Administrator shall complete mailing of the Class Notice and the Claim Form to the Settlement Class in the form and manner approved by the Court. Both prior to Class Notice mailing and in re-mailing for notices returned as undeliverable, the Settlement Administrator shall update addresses for Settlement Class Members using appropriate procedures, including without limitation, utilizing the National Change of Address database and skip traces.

2.4 If ordered by the Court, the Settlement Administrator shall issue a reminder notice to Settlement Class Members in advance of the Claim Bar Deadline.

2.5 The Settlement Administrator shall create and maintain a separate website that allows persons to access, download and print copies of the Settlement Agreement, Class Notice, Claim Form, and Preliminary Approval Order. The URL for this website shall be [URL].

2.6 Prior to the Final Approval Hearing, Class Counsel shall file a declaration from the Settlement Administrator confirming the Class Notice Date and compliance with the requirements of this section 2.

3. OPT OUT PROCEDURE

3.1 A member of the Settlement Class who does not want to participate in the settlement may opt out of the Settlement Class by mailing a written Request for Exclusion to the Settlement Administrator on or before the date that is sixty (60) calendar days after the Class Notice Date, or, if that day is a Sunday or Holiday, the first business day thereafter. Absent relief from the Court, members of the Settlement Class who do not exclude themselves by the timely completion and mailing of a Request for Exclusion (as determined by the date of postmark) shall be deemed to be Settlement Class Members and be bound by the terms and conditions of this Agreement and the Final Approval Order and Judgment.

3.2 A member of the Settlement Class who timely complies with the exclusion procedures set forth herein shall be returned to the position he or she occupied on the date the Settlement Class Period commenced for the Covered Facility in which the Settlement Class Member resided, shall be excluded from the Settlement Class, shall have no standing to object to or otherwise be heard by the Court and/or on appeal with respect to any aspect of this Agreement, and shall be ineligible for any benefits pursuant to this Agreement.

4. OBJECTIONS TO SETTLEMENT

4.1 Any Settlement Class Member who wishes to object to or oppose the fairness, reasonableness or adequacy of this Settlement Agreement, or any application for the Fees and Expenses Payment, must serve upon Class Counsel and counsel for Settling Defendants, and must file with the Court, no later than sixty (60) after the Class Notice Date, or, if that day is a weekend or holiday, the first business day thereafter, a statement of his or her objection, as well as the specific reason(s), if any, for such objection, including any legal support the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce in support of the objection. Settlement Class Members may so object either on their own or through an attorney hired at their own expense. Settlement Class Members who intend to appear and be heard at the Final Approval Hearing shall be required to so state in connection with their objection. The deadline for objections will be conspicuously listed in the Class Notice.

4.2 Class Counsel and counsel for Covered Facilities may file and serve a written response to any objection(s) filed and served by any Settlement Class Member. Any written response shall be filed with the Court, and served upon the Settlement Class Member or Settlement Class Member's attorney, if any, in the most expeditious manner practicable, not later than seven calendar days before the Final Approval Hearing.

4.3 The Final Approval Hearing will be the only opportunity for any Settlement Class Member who objects to the proposed settlement, to the Released Claims, or to the entry of an order awarding the Fees Payment and Litigation Costs, to appear and be heard.

5. FINAL COURT APPROVAL

5.1 The date for the Final Approval Hearing shall be set on a date convenient to the Court that is after the last day for any Settlement Class Member to opt out of the settlement.

5.2 Covered Facilities shall support and not oppose Plaintiffs' motion for a Final Approval Order and Judgment.

6. STAFFING CONTRACT

6.1 The Covered Facilities will agree to comply with the terms of the Staffing Contract attached as **Exhibit C** to this Agreement. The Staffing Contract shall become effective on the Final Effective Date of the Settlement Agreement and shall remain in full force and effect for two (2) years from that date.

6.2 The Parties shall meet and confer in good faith and agree on the selection of a neutral Monitor. The Monitoring Costs shall be paid from the Settlement Amount.

6.3 If a Settlement Class Member timely files an objection that challenges the substantive terms of the Settlement, and timely files a notice of appeal and seeks appellate

review of the substantive terms of the Settlement, the Covered Facilities' compliance obligations under the Settlement shall be stayed until such appeal is finally resolved. Once such appeal is resolved, the Settlement shall resume in full force and effect through the remaining duration of the Settlement.

7. SETTLEMENT AMOUNT AND CLASS COMPENSATION

7.1 The Settlement Amount shall be \$12,000,000.00 (twelve million) in full consideration of the releases set forth in this Agreement.

7.2 The Settlement Amount shall cover all of the Covered Facilities' monetary obligations under the Agreement including (1) all Cash Payments to Eligible Settlement Class Members; (2) Settlement Administration Costs; (3) Fees and Expense Payment; (4) Service Payments to the Named Plaintiffs; (5) Monitoring Costs; and (6) costs to comply with the Staffing Contract ("Staffing Compliance Assurance Amounts").

7.3 Of the Settlement Amount, Covered Facilities shall pay or cause to be paid to the Settlement Administrator the following amounts:

7.3.1 Within fifteen (15) days after the Preliminary Approval Order is signed by the Court or after the date the Settlement Administrator provides an estimate of such costs (whichever is later): the Class Notice Costs (in no event shall Settlement Administration Costs exceed \$100,000);

7.3.2 Within thirty (30) days after the Final Effective Date: (1) Fees and Expense Payment in the amount awarded by the Court (but in no event to exceed \$3,500,000.00); and (2) Service Payments.

7.3.3 Within thirty (30) days after the Settlement Administrator has given a final accounting of amounts due or thirty (30) days after the Final Effective Date (whichever is later), Cash Payments. In no event shall Class Counsel receive payment for its attorneys' fees or expenses prior to any Class Member receiving payment.

7.3.4 Within thirty (30) days following receipt of the final invoice sent to Covered Facilities by the Settlement Administrator, Settlement Administration Costs. Nothing in this Agreement shall preclude Covered Facilities and the Settlement Administrator from agreeing to an alternative schedule for Covered Facilities' payment of Settlement Administration Costs. In no event shall Covered Facilities be required to pay total Settlement Administration Costs in excess of \$100,000.00 (one hundred thousand dollars).

7.4 After the Final Effective Date and after the Covered Facilities pay or cause to be paid (1) all Cash Payments to Eligible Settlement Class Members; (2) Settlement Administration Costs; (3) Fees and Expense Payment; and (4) Service Payments to the Named Plaintiffs, the Covered Facilities shall then fund any remaining amount of the \$12 Million Settlement Amount on a monthly basis (or earlier at the sole discretion of Defendants) to be used for Monitoring Costs and Staffing Compliance Assurance Amounts, and such funds shall remain in an account within

the Covered Facilities' accountancy process until expended as Monitoring Costs and Staffing Compliance Assurance Amounts. Such Monitoring Costs and Staffing Compliance Assurance Amounts shall be expended within a period of two (2) calendar years after the Final Effective Date in a manner to be determined according to the business judgment of Defendants.

7.5 All Eligible Settlement Class Members shall receive a Cash Payment in the following amounts and via the following mechanisms:

(a) Each living Eligible Settlement Class Member who is a Current Resident: one hundred and twenty-five dollars (\$125.00) in the form of an automatic credit to the facility trust account of each Eligible Class Member who is a Current Resident. An Eligible Settlement Class Member who is a Current Resident need not submit a Claim Form to receive a Cash Payment.

(b) Each living Eligible Settlement Class Member who is not a Current Resident: one hundred and twenty-five dollars (\$125.00).

(c) Each Successor Class Member: one hundred dollars (\$100.00). The Successors of a deceased Eligible Settlement Class Member shall only be entitled to collectively receive a total of one hundred dollars (\$100.00).

7.6 In order to become an Eligible Settlement Class Member, the Settlement Class Member must be a Current Resident or must timely submit a completed Claim Form; provided that the Settlement Administrator shall be permitted to accept untimely or incomplete Claim Forms for reasonable cause shown. Additionally, all Successor Class Members must submit an executed Claim Form that materially satisfies the requirements of the California Probate Code; provided that the Settlement Administrator shall be permitted to excuse technical non-compliance with the Probate Code requirements for reasonable cause shown.

7.7 If there are multiple Successor Class Members for a Resident Class Member, then: (a) only a single payment shall be owed; and (b) the Cash Payment shall be paid pro-rata among the multiple Successor Class Members for that Resident Class Member.

7.8 As soon as practicable after the Final Effective Date, the Settlement Administrator shall arrange for the Cash Payments to be made to Eligible Settlement Class Members.

7.9 No later than sixty (60) days after the Claim Bar Deadline, Settlement Administrator shall provide an accounting to Defendants of the Cash Payments owed based on the Settlement Administrator's review of the Claim Forms received.

7.10 All unclaimed funds (excluding un-cashed checks) shall be used to comply with Covered Facilities' obligations under the Staffing Contract.

7.11 Eligible Settlement Class Members shall be given one hundred eighty (180) days from mailing to cash their settlement checks, plus additional forty five (45) days from

the mailing of a reminder notice to those Eligible Settlement Class Members who have not cashed their checks within the initial one hundred eighty (180) day period. If there are uncashed checks after the above-referenced two hundred twenty five (225) days, the Settlement Administrator shall cancel the checks and return the full amount of the uncashed checks (if any) to Covered Facilities, which amount shall be used for the sole purpose of complying with Covered Facilities' obligations under the Staffing Contract.

8. SETTLEMENT ADMINISTRATION

8.1 CPT Group, or other Settlement Administrator designated hereunder, shall serve as the Settlement Administrator, subject to Court approval as part of the motion for a Preliminary Approval Order.

8.2 In addition to the duties set forth in paragraph 2 above, the Settlement Administrator shall be authorized to undertake all tasks and duties that are reasonably necessary to carry out the claims administration provisions of this Agreement, including without limitation:

8.2.1 processing of Claim Forms;

8.2.2 arranging for the Cash Payment to Settlement Class Members;

8.2.3 implementing reasonable procedures designed to avoid payment with respect to any fraudulent or unsupported Claim Form;

8.2.4 implementing reasonable procedures to ensure an acceptable level of reliability and quality control in the processing of Claim Forms;

8.2.5 communicating with Settlement Class Members regarding the claims administration process; provided that the Settlement Administrator shall not be required to respond to requests for legal advice, which requests shall be referred to Class Counsel.

8.3 The Claim Bar Deadline shall be one hundred and twenty (120) calendar days after the Class Notice Date or, if such day falls on a Sunday or holiday, the first business day thereafter.

8.4 The Settlement Administrator shall establish and implement appropriate procedures for: (a) determining that a person submitting a Claim Form is a Resident Class Member or Successor Class Member; and (b) processing submitted Claim Forms. If a question arises as to whether or not a person is entitled to be an Eligible Settlement Class Member, including without limitation, questions as to whether a Claim Form is required, timely or complete, Class Counsel shall have the sole discretion to direct the Settlement Administrator to make a Cash Payment to the Settlement Class Member.

8.5 The Settlement Administrator shall make an initial determination that the submitted Claim Form has been timely mailed (as determined by the postmark date),

signed and properly completed. If a Claim Form submitted by a Settlement Class Member is timely, but includes non-material deficiencies (including without limitation, an incomplete Probate Code declaration for a Successor Class Member), the Settlement Class Member shall be given the opportunity to correct the Claim Form (and, if applicable, Probate Code declaration) within thirty (30) days of written notice from the Settlement Administrator.

8.6 The Settlement Administrator shall provide all Counsel with timely reports as to completion of Class Notice, status of claims accepted, rejected or deemed deficient, any objections or other questions from Settlement Class Members and any other pertinent information regarding class notice and claims administration.

8.7 All Settlement Administration Costs shall be paid from the Settlement Amount.

9. **FEES, EXPENSES AND SERVICE PAYMENTS**

9.1 Covered Facilities agree to not oppose Class Counsel's application for attorneys' fees and litigation costs not to exceed \$3,500,000.00 (three million five hundred thousand dollars). The Fees and Expenses Payment shall be paid in the full amount awarded by the Court from the Monetary Payment within thirty (30) calendar days after the Final Effective Date.

9.2 Covered Facilities agree not to oppose Plaintiffs' application for Service Payments in the amount of ten thousand dollars (\$10,000.00) each to Named Plaintiffs. These Service Payments are in addition to any Cash Payment owed to Named Plaintiffs. The Service Payment shall be paid in the full amount awarded by the Court from the Monetary Payment within thirty (30) days after the Final Effective Date.

10. **EXCLUSIVE REMEDY, JURISDICTION OF COURT**

10.1 Except as otherwise provided herein, this Agreement shall be the sole and exclusive remedy for any and all Released Claims of all Settlement Class Members.

10.2 The Court shall retain exclusive and continuing jurisdiction over the Actions, all Parties, the claims administration process, and Settlement Class Members, to interpret and enforce the Agreement's terms, conditions, and obligations.

11. **RELEASE PROVISIONS**

11.1 Upon entry of the Final Approval Order and Judgment and after the Final Effective Date, each and every Settlement Class Member (including the Named Plaintiffs) shall be deemed to and does hereby release and forever discharge all Settling Defendants, Covered Facilities and all Related Persons and Entities from any and all Released Claims. Each Settlement Class Member shall be barred and enjoined from initiating, asserting or prosecuting any of the Released Claims against any of the Settling Defendants, Covered Facilities or Related Persons and Entities.

11.2 Upon entry of the Final Approval Order and Judgment, and after the Final Effective Date, the Settling Defendants and Related Persons and Entities, and each of them, shall be deemed to and does hereby release and forever discharge all Named Plaintiffs, Settlement Class Members and Class Counsel from any claim arising from or related to the prosecution of the Actions, including without limitation, any claim for malicious prosecution or abuse of process. The Settling Defendants and Related Persons and Entities, and each of them, shall be barred and enjoined from initiating, asserting or prosecuting any such claim.

12. NO ADMISSION OF LIABILITY

The Parties agree that this Agreement is intended to compromise disputed allegations and that this Agreement is entered into for settlement purposes only. Settling Defendants deny any and all allegations and claims of wrongdoing made in the Complaints and all Amended Complaints. Settling Defendants allege that the Covered Facilities were adequately staffed at all relevant times. Defendants deny any and all allegations regarding alter-ego liability and enterprise-theory liability. Neither the fact of, nor any provision contained in this Agreement or its attachments, nor any action taken hereunder, shall constitute, be construed as or be admissible in evidence as any admission or concession with respect to any allegation of any wrongdoing, fault, violation of law or liability of any kind on the part of Settling Defendants, alleged in the Complaints, Amended Complaints or otherwise. It is not the intent of the Parties that this Agreement be used in any other proceeding, action, investigation, lawsuit or arbitration.

By agreeing to this settlement, Settling Defendants do not concede or agree that the Actions could be properly maintained as class actions through trial and reserve all rights to oppose a motion for class certification or seek decertification of the Class if this settlement is not approved or the Agreement is otherwise rescinded.

Nothing stated in this paragraph, however, shall preclude any Party from seeking to introduce the terms of this Agreement in any proceeding to enforce the Agreement or to assert that this Agreement and the Final Judgment entered consistent with its terms acts as a bar to any action filed by a Released Party that purports to assert a Released Claim against any Settling Defendant.

13. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding on the Named Plaintiffs, Settlement Class Members, Covered Facilities, and Related Persons and Entities, and each of them. The Parties intend this Agreement to be binding and fully enforceable.

14. PARTIES RELYING ON OWN ATTORNEYS AND EXPERTS

The Parties have selected and retained their own attorneys, experts and consultants to

inspect, analyze and advise them regarding, without limitation: (a) the nature, extent, and cause of the allegations and causes of action asserted in the Actions; and (b) whether to enter into this Agreement. Plaintiffs expressly agree that they have not relied on any statements, representations, opinions, conclusions, recommendations, estimates, written or oral reports or any other materials generated or disclosed during settlement negotiations or at any other time by Covered Facilities or any Related Persons and Entities (including but not limited to their attorneys, experts and/or consultants), and have not been induced to enter into the Agreement by reliance upon any of them. The Parties acknowledge and represent that they have had the benefit and advice of legal counsel in evaluating, finalizing and executing this Agreement. All the terms and provisions of this Agreement have been explained to the Parties by their legal counsel and the Parties acknowledge that they understand and accept all terms and provisions. The Parties further warrant that they have entered into this Agreement based on their own understanding of the merits of the Actions, as well as in reliance on the statements, representations, opinions, conclusions, recommendations, estimates and reports of their own attorneys, consultants and experts.

15. INTERPRETATION OF AGREEMENT

This Agreement is the product of negotiation and preparation by and among Class Counsel and Covered Facilities and their respective attorneys. Neither this Agreement nor any provision hereof shall be deemed prepared or drafted by one Party or another, or its attorneys, and shall not be construed more strongly against any Party.

16. GOVERNING LAW

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without reference to its choice of law rules. Any action to enforce the provisions of this Agreement shall be commenced in the Los Angeles Superior Court, Central District.

17. SEVERABILITY

The Parties agree that should any provision of this Agreement, or any portion of any provision, be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of the provision and/or the Agreement shall nonetheless remain binding and in effect, unless this would result in a substantial failure of consideration.

18. COUNTERPARTS

This Agreement may be executed in counterparts, and as so executed shall be binding upon all Parties hereto, notwithstanding that the signatures of all Parties' designated representatives do not appear on the same page. Facsimile or email signature pages shall have the same force and effect as original signatures.

19. INTEGRATION CLAUSE

This Agreement, including all exhibits attached hereto, constitutes the full and complete agreement between and among the Parties with regard to the matters herein set forth, and supersedes any and all prior agreements or understandings between them, whether written or oral. There are no representations, warranties, agreements, arrangements or undertakings, oral or written, between or among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement shall be interpreted according to its own terms, as defined in this Agreement or otherwise according to their ordinary meaning without any parol evidence.

20. NO MODIFICATION UNLESS WRITTEN AND SIGNED BY ALL PARTIES

This Agreement may not be amended, modified, altered or otherwise changed in any manner except by a writing signed by a duly authorized agent of Covered Facilities and Class Counsel, and approved by the Court.

21. CONDITIONS OF SETTLEMENT, CANCELLATION, TERMINATION

21.1 Except as specifically provided for herein, all terms of this Agreement shall be conditioned upon the occurrence of all of the following events: (a) the Court shall have approved the Class Notice; (b) the Court shall have entered the Final Approval Order and Judgment; and (c) the Final Approval Order and Judgment shall have become final as set forth in the definition of the Final Effective Date.

21.2 Covered Facilities may, at their sole option, terminate the entire Agreement in the event the Court does not approve the Settlement and enter a Final Judgment as to all Settling Defendants.

21.3 Additionally, notwithstanding any other provision(s) of this Settlement Agreement, Covered Facilities may unilaterally withdraw from and terminate this Settlement Agreement if more than two percent of the Settlement Class request exclusion pursuant to paragraph 3 herein. Any notice of intent to withdraw and terminate this Settlement Agreement pursuant to this paragraph must be made by Covered Facilities no later than five business days after the opt-out deadline for Settlement Class Members.

21.4 If any of the conditions specified in this paragraph 21 are not met, or in the event Covered Facilities exercise their option to withdraw from and terminate this Settlement Agreement pursuant to paragraph 21.2 above, this Settlement Agreement shall be of no force or effect whatsoever, all obligations hereunder shall be null and void, and the Parties shall be restored to their respective positions as if this settlement had never existed, and Covered Facilities retain all rights to object to the maintenance of these Actions as a class action.

22. NOTICES

Unless otherwise stated herein, any notice required or provided for under this

Agreement shall be in writing and shall be sent by telefax or hand delivery, and confirmed by registered or certified mail, postage prepaid, as follows:

If to Class Counsel:

Stephen M. Garcia
GARCIA & ARTIGLIERE
One World Trade Center, Suite 1950 Long Beach, CA 90831
Tel: 562.216.5270
Fax: 562.216.5271

If to counsel for Defendants:

Mark A. Johnson
HOOPER, LUNDY & BOOKMAN, P.C.
1875 Century Park East, Suite 1600
Los Angeles, CA 90067
Tel: 619.744.7301
Fax: 619.230.0987

and

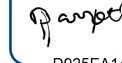
Paul S. Chan
BIRD MARELLA, P.C.
1875 Century Park East, 23rd Floor
Los Angeles, CA 90067-2561
Tel: 310.201.2100
Fax: 310.201.2110

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized attorneys, as of the dates indicated, with the more recent date constituting the date of this Agreement.

PLAINTIFFS:

Dated: 5/19/2023

DocuSigned by:



D925EA1AE4284D1...

Betty Barrett by and through her Successor in Interest Wanda Barrett

Dated: _____

Steven Bauer by and through his Successor in Interest Arleen Bauer

Dated: _____

Steven Cameron by and through his Successor in Interest Joan Cameron

Dated: _____

Teresa Gallegly

Dated: _____

Antonio Guerrero by and through his Successor in Interest Carlos Guerrero

Dated: _____

Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

Dated: _____

Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.

Dated: _____

Robert Roan by and through his Successor in Interest Robert A. Roan

Dated: _____

Milka Zeljeznjak by and through her Successor in Interest Ana Raccanello

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PLAINTIFFS:

Dated: _____

Betty Barrett by and through her Successor in Interest Wanda Barrett

Dated: 5/15/2023

DocuSigned by:
Arleen Bauer
F612B3A7082746A...

Steven Bauer by and through his Successor in Interest Arleen Bauer

Dated: _____

Steven Cameron by and through his Successor in Interest Joan Cameron

Dated: _____

Teresa Gallegly

Dated: _____

Antonio Guerrero by and through his Successor in Interest Carlos Guerrero

Dated: _____

Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

Dated: _____

Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.

Dated: _____

Robert Roan by and through his Successor in Interest Robert A. Roan

Dated: _____

Milka Zeljeznjak by and through her Successor in Interest Ana Raccanello

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PLAINTIFFS:

Dated: _____

Betty Barrett by and through her Successor in Interest Wanda Barrett

Dated: _____

Steven Bauer by and through his Successor in Interest Arleen Bauer

Dated: 5/13/2023 _____

DocuSigned by:
JOAN CAMERON

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Steven Cameron by and through his Successor in Interest Joan Cameron

Dated: _____

Teresa Gallegly

Dated: _____

Antonio Guerrero by and through his Successor in Interest Carlos Guerrero

Dated: _____

Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

Dated: _____

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Dated: _____

Steven Bauer by and through his Successor in Interest Arleen Bauer

Dated: _____

Steven Cameron by and through his Successor in Interest Joan Cameron

Dated: 8/10/2023

DocuSigned by:
Teresa Gallegly

Teresa Gallegly CDBB804C5BF7404...

Dated: _____

Antonio Guerrero by and through his Successor in Interest Carlos Guerrero

Dated: _____

Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

Dated: _____

Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.

Dated: _____

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Dated: _____

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Dated: _____

Steven Bauer by and through his Successor in Interest Arleen Bauer

Dated: _____

Steven Cameron by and through his Successor in Interest Joan Cameron

Dated: _____

Teresa Gallegly

Dated: 5/15/2023

DocuSigned by:
Carlos Guerrero

Antonio Guerrero by and through his Successor in Interest Carlos Guerrero

Dated: _____

Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

Dated: _____

Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.

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Dated: _____

Steven Cameron by and through his Successor in Interest Joan Cameron

Dated: _____

Teresa Gallegly

Dated: _____

Antonio Guerrero by and through his Successor in Interest Carlos Guerrero

Dated: 5/13/2023

DocuSigned by:
MARTHA LAGUNA

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Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

Dated: _____

Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.

Dated: _____

Robert Roan by and through his Successor in Interest Robert A. Roan

Dated: _____

Milka Zeljeznjak by and through her Successor in Interest Ana Raccanello

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Dated: _____

Steven Cameron by and through his Successor in Interest Joan Cameron

Dated: _____

Teresa Gallegly

Dated: _____

Antonio Guerrero by and through his Successor in Interest Carlos Guerrero

Dated: 5/13/2023

DocuSigned by:
MARTHA LAGUNA

EFBE8ACD276C41C...
Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

Dated: _____

Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.

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Steven Cameron by and through his Successor in Interest Joan Cameron

Dated: _____

Teresa Gallegly

Dated: _____

Antonio Guerrero by and through his Successor in Interest Carlos Guerrero

Dated: _____

Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

Dated: 5/13/2023 _____

DocuSigned by:
STANTON RICHARDSON

212722D142B9497...
Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.

Dated: _____

Robert Roan by and through his Successor in Interest Robert A. Roan

Dated: _____

Milka Zeljeznjak by and through her Successor in Interest Ana Raccanello

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Teresa Gallegly

Dated: _____

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Dated: _____

Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

Dated: _____

Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.

Dated: 5/19/2023

DocuSigned by:
Robert A. Roan

92C1E1A799143D...
Robert Roan by and through his Successor in Interest Robert A. Roan

Dated: _____

Milka Zeljeznjak by and through her Successor in Interest Ana Raccanello

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Dated: _____

Teresa Gallegly

Dated: _____

Antonio Guerrero by and through his Successor in Interest Carlos Guerrero

Dated: _____

Arcelia Martinez by and through her Guardian ad Litem Martha Laguna

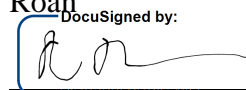
Dated: _____

Stanton Richardson by and through his Successor in Interest Stanton Richardson, Jr.

Dated: _____

Robert Roan by and through his Successor in Interest Robert A. Roan

Dated: 5/19/2023

DocuSigned by:


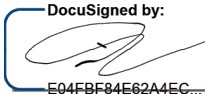
Milka Zeljeznjak by and through her Successor in Interest Ana Raccanello

COVERED FACILITIES

5/15/2023

DATED: May __, 2023

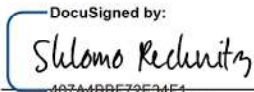
Rockport Administrative Services, LLC

By: 
E04FBF84E62A4EC...
Name: David S. Silver, MD

5/15/2023

DATED: May __, 2023

Remaining COVERED FACILITIES

By: 
407A4BBF72E34F1...
Shlomo Rechnitz

APPROVED AS TO FORM AND CONTENT:

CLASS COUNSEL

DATED: May 22, 2023

GARCIA & ARTIGLIERE



Stephen M. Garcia
Attorneys for Plaintiffs

COUNSEL FOR COVERED FACILITIES

DATED: May 15, 2023

HOOPER, LUNDY & BOOKMAN, P.C.



Mark A. Johnson
Attorneys for Defendants

DATED: May 15, 2023

**BIRD, MARELLA, BOXER, WOLPERT, NESSIM,
DROOKS, LINCENBERG & RHOW, P.C.**



Paul S. Chan
Attorneys for Defendants

Exhibit A

Social Security Number or Tax Identification Number

b. _____
Name Representative Capacity

Address City State Zip

() _____ () _____
Daytime Telephone Number Evening Telephone Number

Social Security Number or Tax Identification Number

If there are more than two (2) Representatives of Settlement Class Members, a separate sheet of paper may be attached.

In addition, if you are submitting this Claim Form on behalf of a former resident who is now deceased, you must complete the enclosed Declaration and submit it with this Claim Form. You can go to the website at _____ [insert website name] to help you with the Declaration. If you do not have access to the website to get information regarding your Successor-In-Interest claim, call the Administrator at _____ [insert number].

3. **Certification:**

I/we hereby certify under penalty of perjury that I have read the Notice of Proposed Class Action Settlement. I/we hereby certify under penalty of perjury that I or the Settlement Class Member, as the case may be, was a resident at one or more of the Skilled Nursing Facilities listed in the Notice of Proposed Class Action Settlement during the Class Period.

I/we hereby certify under penalty of perjury that the statements and information set forth above are true and correct.

Dated: Signed: _____

Dated: Signed: _____

Dated: Signed: _____

4. **Mail Claim Form:**

Mail your completed Claim Form **and, If applicable, the Declaration and a copy of the deceased Settlement Class Member's death certificate**, using the self-addressed, postage prepaid envelope that is enclosed, to the following address:

[name, address, etc.]

NOTE: CLAIM FORM AND ALL OTHER APPLICABLE FORMS AND ENCLOSURES MUST BE POSTMARKED NO LATER THAN _____.

IF YOU MOVE OR CHANGE YOUR MAILING ADDRESS, IT IS YOUR RESPONSIBILITY TO SEND THE CLAIMS ADMINISTRATOR YOUR NEW ADDRESS AND CONTACT INFORMATION TO ENSURE RECEIPT OF FURTHER NOTICES AND ANY SETTLEMENT PAYMENT.

[Declaration Under Probate Code]

[IDENTIFICATION OF CASE AND ADMINISTRATOR]

NOTE: ONLY COMPLETE AND RETURN THIS FORM IF THE SETTLEMENT CLASS MEMBER IS DECEASED. IF THIS FORM IS REQUIRED, MAIL IT WITH THE COMPLETED CLAIM FORM, POSTMARKED ON OR BEFORE _____

DECLARATION UNDER PROBATE CODE § 13100, ET. SEQ. AND CODE OF CIVIL PROCEDURE § 377.32

Name of Deceased Settlement Class Member: _____

I/we, _____,
hereby declare:

The following is set forth of my own personal knowledge, and if called upon to testify thereto, would do so competently.

1. _____ died on _____, 20__, in the County of _____, State of _____.

2. At least 40 days have elapsed since the death of the decedent, as shown by the attached copy of the decedent's death certificate.

If less than 40 days have elapsed since the death of the decedent, please contact the Settlement Administrator at _____.

3. Check one:

a. No proceeding is now being or has been conducted in California for the administration of the decedent's estate.

OR

b. A proceeding for the administration of the decedent's estate has been held and the decedent's personal representative appointed in that proceeding has consented in writing to the payment, transfer, or delivery to the affiant or declarant of the property described below. The personal representative's written consent, and proof of the personal representative's appointment, must be attached to this affidavit.

OR

c. A proceeding for the administration of the decedent's estate has been held and the decedent's personal representative appointed in that proceeding is executing this affidavit. **Proof of the personal representative's appointment must be attached to this affidavit.**

4. The current gross fair market of the decedent's real and personal property in California, excluding the property described in Section 13050 of the California Probate Code, does not exceed one hundred sixty-six thousand two hundred fifty dollars (\$166,250). (To see what property is excluded, see the website at ____ [Insert website address].

If the value of the Deceased Class Member's property exceeds \$166,250 please contact the Claim Administrator at _____

An explanation regarding the applicable California Probate Code sections can be found on the Claim Administrator Website at _____

5. The property to be transferred, delivered, or paid to the declarant under the provisions of California Probate Code section 13100 is the decedent's cash payment pursuant to the settlement in the class action lawsuit entitled JUDICIAL COUNCIL COORDINATED PROCEEDINGS: *In Re Rechnitz Nursing Facilities*; CASE NO. JCCP4988 [Lead Case No. BC711982].

6. The successor(s) of the decedent, as defined in Probate Code section 13006 (generally successors-in-interest are such people as the surviving spouse, children, parents or brothers and sisters; for a complete list, see the website at __[insert website address]) is/are:

- a. _____
- b. _____
- c. _____

7. Check one:

a. The undersigned declarant is the successor of the decedent (as defined in Section 13006 of the California Probate Code, generally the spouse, children, parents or brothers and sisters) with respect to the decedent's interest in the above described property and is the decedent's successor in interest (as defined in Section 377.11 of the California Code of Civil Procedure) with respect to the decedent's interest in the action or proceeding (To see who is a successor-in-interest, see the website at ____ [insert website address].)

OR

b. The undersigned declarant is authorized under Section 13051 of the California Probate Code (generally, this is a guardian, conservator, trustee, custodian, personal representative, foreign personal representative, or attorney in fact) to act on behalf of the successor of the decedent (as defined in Section 13006 of the California Probate Code) with respect to the decedent's interest in the above described property and is authorized to act on behalf of the decedent's successor in interest (as defined in Section 377.11 of the California Code of Civil Procedure) with respect to the decedent's interest in the action or proceeding. (To see who is a guardian, conservator, trustee, custodian, foreign personal representative, or attorney in fact, see the website at __[insert website address].)

8. No other person has a superior right to the interest of the decedent in the described property.

9. No other person has a superior right to commence the action or proceeding or to be substituted for the decedent in the pending action or proceeding.

10. The undersigned declarant requests that the described property be paid, delivered, or transferred to the declarant.

I/we declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Exhibit B

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT**

This notice pertains to the settlement of a class action lawsuit entitled *In Re Rechnitz Nursing Facilities*, Case No. JCCP4988 [Lead Case No. BC711982], in Los Angeles County Superior Court (the “Lawsuit”). The Settlement Class Members include all persons who resided in one or more of the following facilities during the time period specified below (the “Resident Class”) or, if such a resident is now deceased, his or her heir or legal successor-in-interest (the “Successor Class Members”). To confirm whether you are a Settlement Class Member, visit [insert website] or call [insert number].

Facility <i>[mail merge: display each facility in which the recipient resided during the class period]</i>	Applicable Time Period

The Lawsuit was filed against the above-referenced Facilities and related entities (collectively, “Defendants”).

WHAT IS THE LAWSUIT ABOUT?

Plaintiffs allege that Defendants failed to meet California’s nurse staffing requirements during the above times (defined as the “Settlement Class Period” as to each Facility). Defendants deny these allegations. The parties agreed to settle the Lawsuit. The Court preliminarily approved the settlement and this notice.

WHAT ARE THE KEY SETTLEMENT TERMS?

1. **Cash Payments:** Defendants have agreed to pay every Settlement Class Member who is a current resident of one of the Facilities an automatic credit of \$125 (one hundred twenty-five dollars) to that Settlement Class Member’s Facility trust account, every Settlement Class Member who is a former resident of one of the Facilities and who timely submits a claim a cash payment in the amount of \$125 (one hundred twenty-five dollars), and the successors-in-interest of each deceased Settlement Class Member who timely submit a claim a cash payment in the total amount of \$100 (one hundred dollars) (“Cash Payment”) up to the total Settlement Amount of \$12,000,000.00 (twelve million dollars), net of other contractually provided for payments from the Settlement Amount.

To obtain a payment, Settlement Class Members who are current residents need do nothing. Settlement Class Members who are former residents or the successors-in-interest of deceased Settlement Class Members must submit a timely and complete claim form (described below), that is postmarked no later than _____. More information can be found at _____. Authorized personal representatives of any Settlement Class Member may submit a claim, or opt-out or object to this settlement.

1.1 Final Effective Date

As used herein, the term Final Effective Date generally means the date the deadline to appeal the Settlement Agreement runs, or if an appeal is taken, the day the appeal process ends. Please

see the Settlement Agreement for the precise definition.

2. **Staffing Contract:** As part of the settlement, Defendants have agreed to a Staffing Contract that requires the Facility Defendants to ensure that nursing staff levels remain adequate to ensure quality resident care based on the needs of individual residents in compliance with California law. The Staffing Contract will begin on the Final Effective Date and will remain in place for two (2) years thereafter. Under the Staffing Contract, Defendants will submit biannual reports to a third party Monitor detailing their nurse staffing levels during that time period. Defendants have agreed to pay for all costs associated with the Staffing Contract and the Monitor pursuant to the Settlement Agreement.

3. **Releases:** In exchange for these benefits, Settlement Class Members will be releasing all claims under Health and Safety Code section 1430(b) based on California Code of Regulations, title 22, sections 72329.1 and 72527(a)(25), including any related federal statutes and regulations (*e.g.*, 42 C.F.R. section 483.35) and Health and Safety Code section 1599.1(a), as well as California's Consumers Legal Remedies Act, and all causes of action that were alleged in the operative complaint or could have been alleged in the action by the class representatives. Claims for personal injuries, wrongful death, or elder abuse are specifically excluded from the Lawsuit and settlement. By releasing these claims, you will be giving up important rights and benefits, so you may wish to consult with your own attorney regarding participation in the settlement.

4. **Attorneys' Fees and Costs:** The Court has appointed Garcia & Artigliere to serve as Settlement Class Counsel. These lawyers have worked on the case since its inception and have not been paid any money for their services to date. At the same time as the final settlement approval hearing, described below, Settlement Class Counsel will petition the Court for an award of attorneys' fees for their services on behalf of the class in the amount of \$3.5 million. This amount is inclusive of the out of pocket expenses incurred by Settlement Class Counsel. The fees and costs paid to Settlement Class Counsel, whatever the amount the Court determines it to be, will be paid for by the Defendants out of the Settlement Amount of \$12,000,000.00 but otherwise will not impact in any way the payments to class members.

Settlement Class Counsel will submit their application for attorneys' fees to the Court no later than _____. The application for attorneys' fees will be posted on the class action website at [insert web address]. The Court will ultimately determine what constitutes a reasonable attorneys' fee.

5. **Service Payments:** Subject to Court approval, Defendants will pay service payments of \$10,000 to each of the named plaintiffs. These payments are for the services the class representatives provided on behalf of the settlement class.

FINAL SETTLEMENT APPROVAL

The Court has set the date for hearing on the motion for final settlement approval and for the approval of Settlement Class Counsel's fees and costs for ___ at __ a.m. (the "Final Approval Hearing"). The Final Approval Hearing will take place in Department 7 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012.

Though no change to the date for the Final Approval Hearing is anticipated, the date may change without further notice to the class. To confirm the date, please visit [insert class action web address].

WHAT ARE YOUR OPTIONS?

If you wish to participate in the settlement here is what you have to do. Settlement Class Members do not need to do anything to remain in the Settlement Class. **In order to receive a Cash Payment, Settlement Class Members who are a former resident of one of the Facilities, or the successor-in-interest of a deceased former resident, or their personal representatives, MUST COMPLETE THE ENCLOSED CLAIM FORM and submit it along with the required documentation.** Claim forms and other required documentation must be sent to the settlement administrator, post marked on or before _____. If the Court approves the settlement and you have submitted a timely and complete claim form, you will be mailed a check. Before cashing the check, however, you should consider whether the receipt of settlement funds will impact your eligibility for Medi-Cal or other benefits. Information regarding this issue is available by visiting [URL]. You will be legally bound by all orders and the judgment of the Court, and you will not be able to sue, or continue to sue, the Defendants relating to their staffing levels during the Class Period.

If you do not want to remain a Settlement Class Member, you may choose to exclude yourself from the Lawsuit, by sending a signed letter stating “I hereby opt-out of the Rechnitz Class Action Settlement” to _____. In that letter, you must include your printed name, address and signature. **The request for exclusion (opt-out) letter must be postmarked no later than _____** and must be signed by the person(s) to whom this Notice is addressed, or their legally authorized representative. If you opt-out, you will not receive any settlement payment. However, you will retain your right to sue the Defendants for any claims you may have and will not be bound by any Court orders or judgments.

If you wish to remain a Settlement Class Member but object to the proposed settlement or the request for fees and costs by Settlement Class Counsel, you must notify the Court and Counsel for the Parties of your intent to do so. Any objections to the proposed settlement or fee request must be in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing: (a) must clearly identify the case name and number (*In Re Rechnitz Nursing Facilities*, Case No. JCCP4988 [Lead Case No. BC711982]); (b) must be submitted to the Court either by mailing to: Clerk of the Court, Los Angeles County Superior Court, 312 North Spring Street, Los Angeles, CA 90012, or by filing in person at that location; (c) must be mailed to the law firms identified below; and (d) **must be postmarked on or before _____** by the Court and by Counsel below:

Garcia & Artigliere
c/o Stephen M. Garcia
One World Trade Center,
Suite 1950
Long Beach, CA 90831
(562) 216-5270
Class Counsel

Hooper, Lundy & Bookman, P.C.
c/o Mark A. Johnson
101 W. Broadway, Suite 1200
San Diego, CA 92104
(619) 744-7301
Defendants' Counsel

Bird Marella, P.C.
c/o Paul S. Chan
1875 Century Park East, 23rd Floor
Los Angeles, CA 90067-2561
(310) 201-2100
Defendants' Counsel

SUMMARY OF KEY DATES FOR SETTLEMENT APPROVAL PROCESS

- _____ - Deadline to Submit Request for Exclusion Letter
- _____ - Deadline to Submit Notice of Objection and/or Intent to Appear at the Final Approval Hearing
- _____ - Final Approval Hearing
- _____ - Deadline to Submit Claim Form

HOW CAN YOU GET MORE INFORMATION?

This notice summarizes the Settlement Agreement only. To obtain information regarding the case, including the complete Settlement Agreement, official case notices and other documents, visit _____, or contact the Settlement Administrator at _____. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Courthouse located at 312 North Spring Street, Los Angeles, CA 90012, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Do not otherwise contact the court staff for such information, but you may submit timely objections to the proposed settlement according to the instructions provided above. You may also review relevant court filings at [INSERT WEBSITE].

Exhibit C

EXHIBIT C STAFFING CONTRACT

1. FACILITY SERVICE HOURS

The skilled nursing facilities identified on Exhibit 1 hereto (the “Facilities” or a “Facility”) shall employ sufficient staff to provide a minimum of 3.7 direct care hours per patient day, to be evaluated on a rolling seven-day average basis. By agreeing to provide a minimum of 3.7 direct care hours per patient day, the Facilities do not agree or concede that such a level of staffing is necessary to provide adequate care to their residents.

Each Facility also shall comply with all other staffing requirements imposed by state or federal law or regulation, to be evaluated on a rolling seven-day average basis, as set forth in further detail in Section 4, below. Without limitation, this paragraph shall require that each Facility employs an adequate number of qualified personnel to carry out all of the functions of the Facility and employ and have on duty personnel in at least the number and with the qualifications determined by the Department of Public Health (“DPH”) to provide the necessary nursing services for patients admitted for care at the Facility. This obligation includes the provision of adequate direct care nursing staff necessary to ensure quality resident care based on the needs of individual residents existing at the Facilities.

Provided, however, that if a Facility obtains a waiver with respect to any specific staffing requirements (*e.g.*, as some facilities did in connection with the COVID-19 pandemic) from the applicable regulatory body, the requirements and/or standards of such waiver shall control over any otherwise applicable regulations.

2. APPOINTMENT OF THE THIRD PARTY MONITOR

- (a) Appointment of the Monitor. The Parties agree to meet and confer, and thereafter retain a neutral, third-party monitor (“Monitor”) to evaluate the Facilities’ compliance with Section 1 of this Staffing Contract.
- (b) Confidentiality. In connection with the Monitor’s engagement, the Monitor and the Parties will enter a nondisclosure agreement (“NDA”) providing for the strict confidentiality of all data and information provided pursuant to this Staffing Contract and any reports generated by the Monitor (collectively, the “Confidential Materials”), and limiting the use and disclosure of Confidential Materials to the minimum necessary to enforce the terms of this Staffing Contract. No information provided by the Facilities pursuant to this Staffing Contract may be used by the Monitor, Plaintiffs’ counsel, or any third party for any purpose other than enforcing the terms of this Staffing Contract. Any report of the Monitor and any communications between the Parties and the Monitor shall not be used by the Monitor, Plaintiffs’ counsel, or any third party for any purpose other than enforcing the terms of this Staffing Contract. All Confidential Materials will be returned to the Facilities at the conclusion of the Monitor’s engagement.

- (c) Cost of the Monitor. The cost of the Monitor will be borne by Facilities from the Settlement Amount up to the cap. The Monitoring Costs shall not exceed \$50,000.00 (Fifty Thousand Dollars).
- (d) Contact person, collection of materials. The Facilities shall appoint a designated contact person to interface with the Monitor, and shall meet and confer with the Monitor regarding the process for efficiently providing the Compliance Documents (as defined below).

3. COMPLIANCE DOCUMENTS

Following the end of every six month period during the two-year period that this Staffing Contract remains in effect, and subject to the NDA, the Facilities will provide the Monitor the following (collectively, "Compliance Documents"): (1) the actual direct care service hours for each day during the reporting period; (2) resident census data for each day during the reporting period; and (3) Facility-Level Quality Measure CASPER reports (or a materially similar report, if applicable reporting requirements change during the term of this Staffing Contract) covering the six-month period, (4) any other data that the Facility wishes to provide regarding its staffing levels and census, and (5) any orders or waivers that may alter the staffing requirements applicable to the Facility. The Compliance Documents shall be provided to the Monitor no less than thirty (30) days after the end of each six-month period during the term of this Staffing Contract. The Monitor shall not disclose the Compliance Documents to any Party or third party.

4. MONITOR'S REPORT AND NOTICES

- (a) Confidential Monitor's Report. The Monitor shall prepare and issue a confidential report to the Parties twice a year regarding the Facilities' compliance with Section 1 of this Staffing Contract, evaluated on a seven day average basis. Such report shall be subject to the NDA and shall only be used by the Parties for purposes of evaluating and enforcing the terms of this Staffing Contract.
- (b) Notices of Concern. If the Monitor issues a written notice of concern to a Facility regarding compliance with Section 1 of this Staffing Contract, the Facility shall have fourteen (14) days to meet and confer with the Monitor to address the Monitor's concern, present a plan of correction, and otherwise cure the concern. The Monitor may consider extenuating circumstances and evidence that the Facility employs an adequate number of qualified personnel to carry out all of the functions of the Facility. The Facility and the Monitor shall agree on an appropriate time period to implement any plan of correction submitted to the Monitor.
- (c) Enforcement. In the event the Monitor issues written notices of concern to a Facility regarding compliance for seven (7) days during a consecutive thirty (30) day period that are not cured with a plan of correction, then Plaintiffs shall have the right to seek judicial enforcement for breach of this Staffing Contract.

5. OTHER PROVISIONS

- (a) Nothing stated in this Staffing Contract shall relieve the Facilities, or any of them, from complying with any other applicable federal or state law or regulation.
- (b) Each Facility contends that it has been adequately staffed at all relevant times. Each Facility denies any and all allegations regarding alter-ego liability and enterprise-theory liability. No joint venture or common enterprise between and among the Facilities is created by this Staffing Agreement. Neither the fact of, nor any provision contained in, this Staffing Contract or its attachments, nor any action taken hereunder, shall constitute, be construed as or be admissible in evidence as any admission or concession with respect to any allegation of any wrongdoing, fault, violation of law or liability of any kind on the part of the Facilities. It is not the intent of the Parties that this Staffing Contract be used in any other proceeding, action, investigation, lawsuit or arbitration.
- (c) This Staffing Contract shall be effective as of the first day of the first month that is at least thirty days after the Final Effective Date (as defined in the Settlement Agreement entered concurrently herewith) and shall remain in full force and effect for two (2) years from that date.
- (d) This Staffing Contract is binding only on the Facilities and will not be binding on any of their successors or assigns.

Exhibit D

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE**

JUDICIAL COUNCIL COORDINATED
PROCEEDINGS:

In Re Rechnitz Nursing Facilities

CASE NO. JCCP4988

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT,
CERTIFYING SETTLEMENT CLASS,
APPROVING PROPOSED NOTICE,
AND SCHEDULING FINAL FAIRNESS
HEARING**

Assigned for All Purposes to:
Hon. Lawrence P. Riff, Dept. 7

Trial Date: None Set

Upon review and consideration of the Settlement Agreement and its exhibits (“Settlement”), which have been filed with the Court, it is hereby ORDERED and ADJUDGED as follows:

1. The parties have agreed to settle the above-referenced action upon the terms and conditions set forth in the Settlement. The definitions in the Settlement are hereby incorporated as though fully set forth in this Order.

2. The Settlement, including all exhibits thereto, is preliminarily approved as fair, reasonable, and adequate. The Plaintiffs, by and through their counsel, have investigated the facts and law related to the matters alleged in their Complaint, have engaged in extensive motion practice, and have evaluated the risks associated with continued litigation, trial, and/or appeal. The Court finds that the Settlement was reached in the absence of collusion, is the product of informed, good-

1 faith, arms-length negotiations between the parties and their capable and experienced counsel, and
2 was reached with the assistance of a well-qualified and experienced mediator, Hon. Victor Person
3 (Ret.). The Court further finds that the proposed Settlement Class meets the requirements of
4 California Code of Civil Procedure section 382 and Civil Code section 1781, and should be certified
5 for settlement purposes only; that the Named Plaintiffs should be appointed class representatives
6 and the attorneys identified below should be appointed as Class Counsel; and that it is appropriate
7 to effectuate notice to the Settlement Class and to schedule a Final Approval Hearing to assist the
8 Court in determining whether to grant Final Approval to the Settlement and enter Final Judgment.

9 3. The Court finds that the Settlement confers substantial benefits upon the Settlement
10 Class, particularly in light of the damages that Plaintiffs and Class Counsel believe are recoverable
11 at trial, without the costs, uncertainty, delays, and other risks associated with continued litigation,
12 trial, and/or appeal.

13 4. The Court approves, as to form and content, the Notice attached as Exhibit B to the
14 Settlement Agreement, which is attached as Exhibit 1 to Plaintiffs' Motion for Preliminary
15 Approval. The Court finds that the Notice is reasonable and constitutes due, adequate and sufficient
16 notice to all persons entitled to receive notice, and meets the requirements of due process, California
17 Code of Civil Procedure § 382, and California Civil Code section 1750, *et al.*, and is the best notice
18 practicable under the circumstances and shall constitute due and sufficient notice to all persons
19 entitled to receive Notice of this Settlement.

20 5. No later than the date specified in the table below, the Settlement Administrator shall
21 disseminate the Class Notice by mail and website publication. Class members shall receive
22 individualized notice via U.S. Mail as described in the Settlement. All costs associated with this
23 notice program shall be paid as provided for in the Settlement Agreement.

24 6. Under the Settlement, Class Counsel shall move for final approval of the settlement
25 and file their application for attorneys' fees and costs no later than the date specified in the table
26 below. Any Class member may object to the Settlement and/or to Class Counsel's request for
27 attorneys' fees and costs; any such objection must be received by the Court and by Counsel no later
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1 than the date specified in the table below.

2 7. The proposed Claim Form is clear and serves to accomplish the allocation of
3 settlement funds in accordance with the Settlement Agreement. Class Members shall submit their
4 claim forms no later than the date specified in the table below.

5 8. The dates of performance contained herein may be extended by Order of the Court,
6 for good cause shown, without further notice to the Class.

7 9. The Fairness Hearing shall be held before this Court on the date and time specified
8 in the table below to determine whether the Settlement is fair, reasonable, and adequate and should
9 receive final approval, and whether Class Counsel's application for an award of attorneys' fees and
10 costs, and for service awards for the Named Plaintiffs, should be granted. The Court's determination
11 of whether to approve the Settlement is separate from any award of attorneys' fees and costs and/or
12 service awards. The Fairness Hearing may be postponed, adjourned, or continued by Order of the
13 Court without further notice to the Class. In the event of a change to the date and/or time of the Final
14 Approval Hearing, the Settlement Administrator shall post notice of the change and the new date or
15 time for the Final Approval Hearing on the class action website. After the Fairness Hearing, the
16 Court may enter a Final Order and Judgment in accordance with the Settlement.

17 10. The parties shall adhere to the following schedule unless otherwise ordered by the
18 Court:

<u>Event</u>	<u>Date</u>
Settlement Administrator sends Class Notice ("Class Notice Date")	45 days after the date this Preliminary Approval Order is signed by the Court
Objection and Opt-out Deadline	60 days after Class Notice Date
Motion for Final Settlement Approval and Motion for Award of Attorneys' Fees, Costs, and Service Awards to Class Representatives	No later than 30 days before the Final Approval Hearing
Deadline to Submit Claim Forms	120 days after Class Notice Date
Final Approval Hearing	TBD

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11. If the Settlement does not receive Final Approval, then the Settlement shall become null and void. Plaintiffs, the Class members, and the Defendants shall be restored to their respective positions prior to the entry of this Preliminary Approval Order.

12. CPT Group shall serve as Settlement Administrator and shall perform all the duties assigned to it by this Order and the Settlement.

13. Class Counsel and Counsel for Defendants are hereby authorized to employ all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement, including making, without further approval of the Court, non-material changes to the form or content of the Notice.

For the reasons set forth above, the Court GRANTS Plaintiffs' motion.

IT IS SO ORDERED:

DATED: _____, 2023

Hon. Lawrence P. Riff
Judge of the Superior Court

Exhibit E

Facility Contact Information

Legal Name of Entity	Name of Facility and/or DBA
Alameda Healthcare & Wellness Center, LLC	Alameda Healthcare & Wellness Center
Alhambra Healthcare & Wellness Centre, LP	
Anaheim Point Healthcare & Wellness Centre, LP	The Abby Pavilion Healthcare Center of Anaheim
Bakersfield Healthcare & Wellness Centre, LLC	The Rehabilitation Centre of Bakersfield
B-East, LLC **	Amaya Springs Health Care Center
Brookdale Healthcare & Wellness Centre, LP	
B-San Diego, LLC **	Brighton Place - San Diego
B-Spring Valley, LLC **	Brighton Place - Spring Valley
Centinela Skilled Nursing & Wellness Centre East, LLC**	Osage Healthcare & Wellness Centre
Centinela Skilled Nursing & Wellness Centre West, LLC**	Centinela Skilled Nursing & Wellness Centre
Chico Healthcare & Wellness Centre, LP	Riverside Point Healthcare & Wellness Centre
Chico Heights Rehabilitation & Wellness Centre, LP	
Chico Terrace Healthcare & Wellness Centre, LP	
CNRC, LLC**	California Nursing & Rehabilitation Center
Cupertino Healthcare & Wellness Center, LLC	Cupertino Healthcare & Wellness Center
Delta Healthcare & Wellness Center LP	
Driftwood Healthcare & Wellness Center, LLC	Driftwood Healthcare Center
Eureka Rehabilitation & Wellness Center, LP	Eureka Rehabilitation & Wellness Center
Fortuna Rehabilitation & Wellness Center, LP	Fortuna Rehabilitation & Wellness Center
Four Seasons Healthcare & Wellness Center, LP	
Fresno Skilled Nursing & Wellness Centre, LLC***	Healthcare Centre of Fresno
Granada Rehabilitation & Wellness Center, LP	Granada Rehabilitation & Wellness Center
Granite Hills Healthcare & Wellness Centre, LLC	
Hawthorne Healthcare & Wellness Centre, LP	
Hayward Healthcare & Wellness Center, LLC	Hayward Healthcare & Wellness Center
Highland Park Skilled Nursing & Wellness Centre, LLC**	Highland Park Skilled Nursing & Wellness Centre
Imperial Heights Healthcare & Wellness Centre, LLC	
Indio Healthcare & Wellness Center, LLC	Desert Springs Healthcare & Wellness Center
Kings Healthcare & Wellness Center LP	
Laibco, LLC**	Las Flores Convalescent Hospital
Lawndale Healthcare & Wellness Centre, LLC	
Lighthouse Healthcare Center, LLC**	Lighthouse Healthcare Center
Maywood Skilled Nursing & Wellness Centre, LLC**	Maywood Healthcare & Wellness Centre
Mesa Verde Convalescent Hospital, Inc.	Mesa Verde Post Acute Care Center
Montecito Heights Healthcare & Wellness Centre, LP	
Monterey Healthcare & Wellness Centre, LP	
Norwalk Skilled Nursing & Wellness Centre, LLC**	Norwalk Skilled Nursing & Wellness Centre
Novato Healthcare Center, LLC	Novato Healthcare Center
Oakland Healthcare & Wellness Center, LLC	Oakland Healthcare & Wellness Center
Orange Healthcare & Wellness Centre, LLC	
Oxnard Manor, LP	Oxnard Manor Healthcare Center
Pacific Rehabilitation & Wellness Center, LP	Pacific Rehabilitation & Wellness Center
Pine Grove Healthcare & Wellness Centre, LP	
Point Loma Rehabilitation Center, LLC**	The Pavilion at Ocean Point
Pomona Healthcare & Wellness Center, LLC	Park Avenue Healthcare & Wellness Center
River Valley Healthcare & Wellness Centre, LP	
Riverside Healthcare & Wellness Centre, LLC	Alta Vista Healthcare & Wellness Centre
Roseville Point Health & Wellness Center, LLC	Roseville Point Health & Wellness Center
San Gabriel Healthcare & Wellness Centre, LP	Ivy Creek Healthcare & Wellness Centre
San Jose Healthcare & Wellness Center, LLC	San Jose Healthcare & Wellness Center

San Mateo Healthcare & Wellness Centre, LP	Burlingame Skilled Nursing
San Pablo Healthcare & Wellness Center, LLC	San Pablo Healthcare & Wellness Center
San Rafael Healthcare & Wellness Centre, LP	
Seaview Rehabilitation & Wellness Center, LP	Seaview Rehabilitation & Wellness Center
The Healthcare Center of Downey, LLC	Lakewood Healthcare Center
The Rehabilitation Center of Oakland, LLC	The Rehabilitation Center of Oakland
Tulare Healthcare & Wellness Center LP	
Verdugo Valley Skilled Nursing & Wellness Centre, LLC**	Montrose Springs Skilled Nursing & Wellness Center
Vernon Healthcare Center, LLC**	Vernon Healthcare Center
York Healthcare & Wellness Centre, LP	

Pursue Health, LLC Facilities

Fullerton Healthcare & Wellness Centre, LP	The Pavilion at Sunny Hills
Permiere Rehabilitation & Wellness Center of Lancaster, LP	The Ellison John Transitional Care Center
Temecula Valley Skilled Nursing & Rehabilitation Center, LP	The Springs Health & Rehabilitation Center