

EXHIBIT 2

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*Attorneys for Defendants
ESKATON PROPERTIES INCORPORATED and
CALIFORNIA HEALTHCARE CONSULTANTS, INC.*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

KHAYO SISHI, on behalf of the State of
California;

Plaintiff,

v.

ESKATON PROPERTIES INCORPORATED,
CALIFORNIA HEALTHCARE
CONSULTANTS, INC., and DOES 1-100,
inclusive;

Defendants.

Case No.: RG21100764

**ADDENDUM A TO CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

1 **ADDENDUM A TO CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

2 1. This Addendum A to Class Action Settlement Agreement and Release (the
3 “Settlement”) is entered into between Plaintiffs Khayo Sishi, Sandeep Purewal, Vanessa Barber, and
4 Cherra Redd (“Plaintiffs”), individually and on behalf of all other similarly-situated persons, the State
5 of California, and the Aggrieved Employees, and Defendants Eskaton Properties Incorporated and
 California Healthcare Consultants, Inc. (“Defendants”), subject to the approval of the Court. Plaintiffs
 and Defendants are collectively referred to as the “Parties.”

6 2. By way of this Addendum A, the Parties seek to exclude Vanessa Barber as a Class
7 Representative. The Parties agree that while Ms. Barber will remain a named Plaintiff in the pleadings,
8 for purposes of the Settlement, she will not be a representative of the Class, will not be entitled to any
9 Service Award (Settlement §§ 2.x, 26.d, 30.a) under the Settlement, and will not be bound by a general
10 release (Settlement § 21) under the Settlement. To the extent Plaintiff Barber is included as a
 Settlement Class Member and/or Aggrieved Employee, she will still be bound by the other release
 language described in the Settlement §§ 19-20.

11 3. Through this Addendum A, the Parties hereby replace Paragraph 2.x of the Settlement
12 with the following language:

13 “Service Awards” means the payment to Plaintiffs Khayo Sishi, Sandeep Purewal, and
14 Cherra Redd for their efforts in bringing and prosecuting this matter. The Service Awards
15 will not exceed Ten Thousand Dollars (\$10,000.00) for Plaintiff Khayo Sishi and Five
 Thousand Dollars (\$5,000.00) each to Plaintiffs Sandeep Purewal and Cherra Redd.

16 4. Through this Addendum A, the Parties hereby replace Paragraph 21 of the Settlement
 with the following language:

17 **Plaintiff Sishi’s, Purewal’s, and Redd’s General Release of Claims.** Plaintiffs Khayo Sishi,
18 Sandeep Purewal, and Cherra Redd release any and all claims, obligations, demands, actions,
19 rights, causes of action, and liabilities against the Releasees, of whatever kind and nature,
20 character, and description, whether in law or equity, whether sounding in tort, contract, federal,
21 state and/or local law, statute, ordinance, regulation, common law, or other source of law or
22 contract, whether known or unknown, and whether anticipated or unanticipated, including all
23 unknown claims covered by California Civil Code section 1542 that could be or are asserted
24 based upon any theory or facts whatsoever, arising at any time up to and including the date of
25 the execution of this Settlement Agreement, for any type of relief, including, without
26 limitation, claims for minimum, straight time, or overtime wages, premium pay, business
27 expenses, other damages, penalties (including, but not limited to, waiting time penalties),
28 liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs,
 expenses, restitution, and equitable and declaratory relief. Plaintiffs Khayo Sishi’s, Sandeep
 Purewal’s, and Cherra Redd’s released claims include, but are not limited to, the Class
 Members’ Released Claims, as well as any other claims under any provision of federal, state,
 or local law, including the FLSA, the California Labor Code, and California Wage Orders.
 Upon Final Approval, Plaintiffs Khayo Sishi, Sandeep Purewal, and Cherra Redd shall be
 deemed to have fully, finally, and forever released Releasees from all Plaintiffs Khayo Sishi’s,
 Sandeep Purewal’s, and Cherra Redd’s released claims through the date of Preliminary
 Approval. Furthermore, upon Final Approval, Plaintiffs Khayo Sishi, Sandeep Purewal, and

Cherra Redd shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Plaintiffs Khayo Sishi's, Sandeep Purewal's, and Cherra Redd's Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

5. Through this Addendum A, the Parties hereby replace Paragraph 26.d of the Settlement with the following language:

approving the payment of the Service Awards to Plaintiffs Khayo Sishi, Sandeep Purewal, and Cherra Redd.

6. Through this Addendum A, the Parties hereby replace Paragraph 30.a of the Settlement with the following language:

Service Awards to Plaintiffs. Subject to the Court's approval, Plaintiff Khayo Sishi shall receive up to Ten Thousand Dollars (\$10,000.00) and Plaintiffs Sandeep Purewal and Cherra Redd shall receive up to Five Thousand Dollars (\$5,000.00) each for their efforts in bringing and prosecuting this matter. The Qualified Settlement Fund(s) shall issue an IRS Form 1099 for these payments. These payments shall be made within five (5) days after the Settlement Administrator receives the Gross Settlement Amount, or as soon as reasonably practicable. If the Court approves Service Awards in amounts less than what Plaintiffs request, the reduction in the Service Awards shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Awards in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming effective. Any amount not approved by the Court shall be included as part of the Net Settlement Amount for distribution to Class Members.

7. This Addendum A may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Addendum A, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Addendum A to the Settlement Agreement as follows:

PLAINTIFF:


Khayo Sishi

Date: 11/06/, 2022

1 **PLAINTIFF:**

Renewal
Sandeep Purewal

Date: 11/5/22, 2022

2
3 **PLAINTIFF:**

4 _____
Vanessa Barber

Date: _____, 2022

5
6 **PLAINTIFF:**

7 _____
Cherra Redd

Date: _____, 2022

8
9 **APPROVED AS TO FORM BY CLASS COUNSEL:**

10 _____ Date: _____, 2022

11 Carolyn Hunt Cottrell
12 Ori Edelstein
13 Michelle S. Lim
14 Kristabel Sandoval
15 SCHNEIDER WALLACE
16 COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

17 **DEFENDANT:**

18 _____
On behalf of Eskaton Properties Incorporated

Date: _____, 2022

19
20 **DEFENDANT:**

21 _____
On behalf of California Healthcare Consultants, Inc.

Date: _____, 2022

22
23 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

24 _____ Date: _____, 2022

25 Mollie M. Burks
26 Linh T. Hua
27 Christie E. Yang
28 GORDON REESE SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

1 **PLAINTIFF:**

Sandeep Purewal

Date: _____, 2022

2
3 **PLAINTIFF:**

Vanessa Barber

Vanessa Barber

Date: 11 / 22 / 2022, 2022

4
5
6 **PLAINTIFF:**

Cherra Redd

Date: _____, 2022

7
8 **APPROVED AS TO FORM BY CLASS COUNSEL:**

9
10
11 _____
Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
Kristabel Sandoval
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

Date: _____, 2022

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16
17 **DEFENDANT:**

On behalf of Eskaton Properties Incorporated

Date: _____, 2022

18
19
20 **DEFENDANT:**

On behalf of California Healthcare Consultants, Inc.

Date: _____, 2022

21
22 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

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Mollie M. Burks
Linh T. Hua
Christie E. Yang
GORDON REESE SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

Date: _____, 2022

1 **PLAINTIFF:**

Sandeep Purewal

Date: _____, 2022

2
3 **PLAINTIFF:**

4 Vanessa Barber

Date: _____, 2022

5
6 **PLAINTIFF:**

7 Cherra Redd
Cherra Redd

Date: 11/5, 2022

8
9 **APPROVED AS TO FORM BY CLASS COUNSEL:**

10
11 _____
Carolyn Hunt Cottrell
Ori Edelstein
12 Michelle S. Lim
13 Kristabel Sandoval
SCHNEIDER WALLACE
14 COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
15 Emeryville, California 94608

Date: _____, 2022

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17 **DEFENDANT:**

18 On behalf of Eskaton Properties Incorporated

Date: _____, 2022

19
20 **DEFENDANT:**

21 On behalf of California Healthcare Consultants, Inc.

Date: _____, 2022

22
23 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

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25 _____
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26 Linh T. Hua
Christie E. Yang
27 GORDON REESE SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
28 Los Angeles, CA 90071

Date: _____, 2022

1 **PLAINTIFF:**

2 _____
3 Sandeep Purewal

Date: _____, 2022

4 **PLAINTIFF:**

5 _____
6 Vanessa Barber

Date: _____, 2022

7 **PLAINTIFF:**

8 _____
9 Cherra Redd

Date: _____, 2022

10 **APPROVED AS TO FORM BY CLASS COUNSEL:**

11 

Date: November 22, 2022

12 Carolyn Hunt Cottrell
13 Ori Edelstein
14 Michelle S. Lim
15 Kristabel Sandoval
16 SCHNEIDER WALLACE
17 COTTRELL KONECKY LLP
18 2000 Powell Street, Suite 1400
19 Emeryville, California 94608

20 **DEFENDANT:**

21 _____
22 On behalf of Eskaton Properties Incorporated

Date: _____, 2022

23 **DEFENDANT:**

24 _____
25 On behalf of California Healthcare Consultants, Inc.

Date: _____, 2022

26 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

27 _____
28 Mollie M. Burks
Linh T. Hua
Christie E. Yang
GORDON REESE SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

Date: _____, 2022

1 **PLAINTIFF:**

Sandeep Purewal

Date: _____, 2022

2
3 **PLAINTIFF:**

4 Vanessa Barber

Date: _____, 2022

5
6 **PLAINTIFF:**

7 Cherra Redd

Date: _____, 2022

8
9 **APPROVED AS TO FORM BY CLASS COUNSEL:**

10
11 _____
12 Carolyn Hunt Cottrell
13 Ori Edelstein
14 Michelle S. Lim
15 Kristabel Sandoval
16 SCHNEIDER WALLACE
17 COTTRELL KONECKY LLP
18 2000 Powell Street, Suite 1400
19 Emeryville, California 94608


Date: _____, 2022

20
21 **DEFENDANT:**

22 
23 On behalf of Eskaton Properties Incorporated

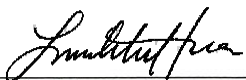
Date: 12/8/, 2022

24
25 **DEFENDANT:**

26 
27 On behalf of California Healthcare Consultants, Inc.

Date: 12/8, 2022

28
29 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

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32 Mollie M. Burks
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37 Los Angeles, CA 90071

Date: December 12, 2022