

# **EXHIBIT 1**

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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 B TO CLASS ACTION  
SETTLEMENT AGREEMENT AND  
RELEASE**

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

2                    1.        This Addendum B 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  
6                    California Healthcare Consultants, Inc. (“Defendants”), subject to the approval of the Court. Plaintiffs  
7                    and Defendants are collectively referred to as the “Parties.”

8                    2.        By way of this Addendum B, the Parties seek to add as an additional Class  
9                    Representative, Zenaya White. The Parties agree that Ms. White, like the other proposed Class  
10                    Representatives Khayo Sishi, Sandeep Purewal, and Cherra Redd, will be bound by the general release  
11                    (Settlement § 21) under the Settlement, and that Class Counsel will request a Service Award  
12                    (Settlement §§ 2.x, 26.d, 30.a) on her behalf for her services to the Class.

13                    3.        Through this Addendum B, the Parties hereby replace Paragraph 2.x of the Settlement,  
14                    previously amended by way of Addendum A to the Class Acton Settlement Agreement and Release,  
15                    with the following language:

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

21                    4.        Through this Addendum B, the Parties hereby replace Paragraph 21 of the Settlement,  
22                    previously amended by way of Addendum A to the Class Acton Settlement Agreement and Release,  
23                    with the following language:

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

1 Redd's, and Zenaya White's released claims through the date of Preliminary Approval.  
2 Furthermore, upon Final Approval, Plaintiffs Khayo Sishi, Sandeep Purewal, Cherra Redd,  
3 and Zenaya White shall be deemed to have expressly waived and relinquished, to the fullest  
4 extent permitted by law, the provisions, rights, and benefits they may otherwise have had  
relating to the Plaintiffs Khayo Sishi's, Sandeep Purewal's, Cherra Redd's, and Zenaya  
White's Released Claims pursuant to Section 1542 of the California Civil Code, which  
provides as follows:

5 A general release does not extend to claims that the creditor or releasing  
6 party does not know or suspect to exist in his or her favor at the time of  
7 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

8 5. Through this Addendum B, the Parties hereby replace the relevant portion of Paragraph  
9 26.d of the Settlement, previously amended by way of Addendum A to the Class Acton Settlement  
Agreement and Release, with the following language:

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

12 6. Through this Addendum B, the Parties hereby replace Paragraph 30.a of the Settlement,  
13 previously amended by way of Addendum A to the Class Acton Settlement Agreement and Release,  
with the following language:

14 **Service Awards to Plaintiffs.** Subject to the Court's approval, Plaintiff Khayo Sishi shall  
15 receive up to Ten Thousand Dollars (\$10,000.00) and Plaintiffs Sandeep Purewal, Cherr Redd,  
16 and Zenaya White shall receive up to Five Thousand Dollars (\$5,000.00) each for their efforts  
17 in bringing and prosecuting this matter. The Qualified Settlement Fund(s) shall issue an IRS  
18 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  
19 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.  
20 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  
21 approved by the Court shall be included as part of the Net Settlement Amount

22 7. By way of this Addendum B, the Parties also seek to add Lawyers for Justice, PC and  
Capstone Law APC as additional affiliated counsel on this case.

23 8. Through this Addendum B, the Parties hereby replace Paragraph 2.e. of the Settlement  
24 with the following language:

25 "Class Counsel" means Schneider Wallace Cottrell Konecky LLP, Lawyers for Justice, PC,  
26 and Capstone Law APC.

27 9. Through this Addendum B, the Parties hereby replace Paragraph 2.f. of the Settlement  
28 with the following language:

“Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, which shall be Class Counsel’s actual costs, including costs incurred for the pre-filing investigation, their filing of the Action and all related litigation activities, and all post-settlement compliance procedures.

10. Through this Addendum B, the Parties hereby replace Paragraph 2.k. of the Settlement with the following language:

“Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for their services rendered to the Plaintiffs and the Settlement Class Members in this Action. Class Counsel will not seek more than one-third of the Gross Settlement Amount, or \$1,833,333.33, as their Fee Award.

11. Through this Addendum B, the Parties hereby replace Paragraph 27. of the Settlement with the following language:

**Dismissal of Related Actions.** Within ten (10) business days of executing this Settlement Agreement, Plaintiffs Sandeep Purewal, Vanessa Barber, Cherra Redd, and Zenaya White stipulate to stay their pending litigation (Sacramento Superior Court Case Nos.: 34-2021-00306621, 34-2021-00312015, and 34-2021-00302048), in their entirety, against Defendants, until ten (10) business days following the Effective Date. The Parties will cooperate to continue court appearance and trial-related dates. Within ten (10) business days of the Effective Date, Plaintiffs Sandeep Purewal, Vanessa Barber, Cherra Redd, and Zenaya White shall file requests for dismissal of their actions, in their entirety, with prejudice, against Defendants and Released Parties.

12. This Addendum B 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 B to the Settlement Agreement as follows:

**PLAINTIFF:**  Date: 12 / 22 / 2022, 2022  
Khayo Sishi

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Sandeep Purewal

“Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, which shall be Class Counsel’s actual costs, including costs incurred for the pre-filing investigation, their filing of the Action and all related litigation activities, and all post-settlement compliance procedures.

10. Through this Addendum B, the Parties hereby replace Paragraph 2.k. of the Settlement with the following language:

“Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for their services rendered to the Plaintiffs and the Settlement Class Members in this Action. Class Counsel will not seek more than one-third of the Gross Settlement Amount, or \$1,833,333.33, as their Fee Award.


11. Through this Addendum B, the Parties hereby replace Paragraph 27. of the Settlement with the following language:

**Dismissal of Related Actions.** Within ten (10) business days of executing this Settlement Agreement, Plaintiffs Sandeep Purewal, Vanessa Barber, Cherra Redd, and Zenaya White stipulate to stay their pending litigation (Sacramento Superior Court Case Nos.: 34-2021-00306621, 34-2021-00312015, and 34-2021-00302048), in their entirety, against Defendants, until ten (10) business days following the Effective Date. The Parties will cooperate to continue court appearance and trial-related dates. Within ten (10) business days of the Effective Date, Plaintiffs Sandeep Purewal, Vanessa Barber, Cherra Redd, and Zenaya White shall file requests for dismissal of their actions, in their entirety, with prejudice, against Defendants and Released Parties.

12. This Addendum B 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 B to the Settlement Agreement as follows:

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Khayo Sishi

**PLAINTIFF:**  \_\_\_\_\_ Date: 12 / 21 / 2022, 2022  
Sandeep Purewal

1 **PLAINTIFF:** Vanessa Barber Date: 12 / 27 / 2022, 2022  
2 Vanessa Barber

3  
4 **PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
5 Cherra Redd

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7 **PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
8 Zenaya White

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

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12 \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
13 Carolyn Hunt Cottrell  
14 Ori Edelstein  
15 Michelle S. Lim  
16 Kristabel Sandoval  
17 SCHNEIDER WALLACE  
18 COTTRELL KONECKY LLP  
19 2000 Powell Street, Suite 1400  
20 Emeryville, California 94608

21 **DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
22 On behalf of Eskaton Properties Incorporated

23 **DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
24 On behalf of California Healthcare Consultants, Inc.

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

26 \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
27 Mollie M. Burks  
28 Linh T. Hua  
Christie E. Yang  
GORDON REESE SCULLY MANSUKHANI, LLP  
633 West Fifth Street, 52nd floor  
Los Angeles, CA 90071

1 **PLAINTIFF:**

Vanessa Barber

Date: \_\_\_\_\_, 2022

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4 **PLAINTIFF:**

Cherra Redd

Date: 12 / 27 / 2022, 2022

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7 **PLAINTIFF:**

Zenaya White

Date: \_\_\_\_\_, 2022

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

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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

18 **DEFENDANT:**

On behalf of Eskaton Properties Incorporated

Date: \_\_\_\_\_, 2022

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21 **DEFENDANT:**

On behalf of California Healthcare Consultants, Inc.

Date: \_\_\_\_\_, 2022

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23 **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



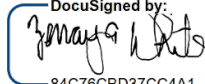
**PLAINTIFF:**\_\_\_\_\_  
Vanessa Barber

Date: \_\_\_\_\_, 2022

**PLAINTIFF:**\_\_\_\_\_  
Cherra Redd

Date: \_\_\_\_\_, 2022

**PLAINTIFF:**

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 \_\_\_\_\_  
 Zenaya White
Date: 12/22/2022  
\_\_\_\_\_, 2022**APPROVED AS TO FORM BY CLASS COUNSEL:**
 \_\_\_\_\_  
 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

**DEFENDANT:**\_\_\_\_\_  
On behalf of Eskaton Properties Incorporated

Date: \_\_\_\_\_, 2022

**DEFENDANT:**\_\_\_\_\_  
On behalf of California Healthcare Consultants, Inc.

Date: \_\_\_\_\_, 2022

**APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**
 \_\_\_\_\_  
 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:**

Vanessa Barber

Date: \_\_\_\_\_, 2022

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4 **PLAINTIFF:**

Cherra Redd

Date: \_\_\_\_\_, 2022

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7 **PLAINTIFF:**

Zenaya White

Date: \_\_\_\_\_, 2022

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

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12 

Date: December 29, 2022

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

21 **DEFENDANT:**

On behalf of Eskaton Properties Incorporated

Date: \_\_\_\_\_, 2022

22  
23 **DEFENDANT:**

On behalf of California Healthcare Consultants, Inc.

Date: \_\_\_\_\_, 2022

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

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

Date: \_\_\_\_\_, 2022

1 **PLAINTIFF:**

Vanessa Barber

Date: \_\_\_\_\_, 2022

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4 **PLAINTIFF:**

Cherra Redd

Date: \_\_\_\_\_, 2022

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7 **PLAINTIFF:**

Zenaya White

Date: \_\_\_\_\_, 2022

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

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2000 Powell Street, Suite 1400  
Emeryville, California 94608

Date: \_\_\_\_\_, 2022

18 **DEFENDANT:**

  
On behalf of Eskaton Properties Incorporated

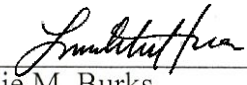
Date: 1/11/23, 2022

21 **DEFENDANT:**

  
On behalf of California Healthcare Consultants, Inc.

Date: 1/11/23, 2022

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

24  
25  
26  
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Mollie M. Burks  
Linh T. Hua  
Christie E. Yang  
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Date: January 11, 2023, 2022