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4 **IN THE CIRCUIT COURT OF THE STATE OF OREGON**
5 **FOR THE COUNTY OF JACKSON**

6 **RENEE MAZA, JODI REAL, AND**
7 **STEVE PRICE, individually and on behalf**
8 **of all similarly situated,**

9 Plaintiffs,

10 v.

11 **WATERFORD OPERATIONS, LLC AND**
12 **COOS BAY REHABILITATION, LLC,**

13 Defendants.

Case No. 14CV03147

STIPULATION AND
SETTLEMENT OF CLASS
ACTION CLAIMS

14 **1. PREAMBLE**

15 1.1 This Stipulation and Settlement Agreement of Class Action Claims (“Settlement
16 Agreement”) is made by Plaintiffs Renee Maza, Jodi Real, and Steve Price, individually and on
17 behalf of all Class Members, and Defendants Waterford Operation, LLC and Coos Bay
18 Rehabilitation, LLC in the lawsuit filed in the Jackson County Circuit Court, case no.
19 14CV03147 (the “Lawsuit”) and pending at the Court of Appeals, case no. A181652 (“Appeal”),
20 and subject to the Court’s approval (hereinafter collectively the “Litigation”). The Lawsuit has
21 been settled between the Parties and the appeal has been stayed.

22 **2. DEFINITIONS:** As used in this Settlement Agreement unless otherwise defined, the
23 following terms have the meaning specified below.

24 2.1 “Attorney’s Fees and Costs Settlement Award” are the costs and fees paid
25 pursuant to this Settlement Agreement as a proportionate share of the Judgments awarded by the
26 Trial Court to the Class Counsel.

1 2.2 “*Class Counsel*” means the attorneys at Schuck Law, LLC who have appeared in
2 the case on behalf of Plaintiffs and the Class.

3 2.3 “*Class Members*” are those individuals listed in Attachments A and B to the
4 General Judgment entered in this case on May 22, 2023.

5 2.4 “*Class Period*” represents the time period from March 22, 2007 through and
6 including March 22, 2013.

7 2.5 “*Class Representatives*” are the Court appointed Class Representatives, Renee
8 Maza, Jodi Real, and Steve Price.

9 2.6 “*Court*” and “*trial court*” is the Jackson County Circuit Court.

10 2.7 “*Defendants*” are Waterford Operations, LLC and Coos Bay Rehabilitation, LLC.

11 2.8 “*Effective Date*” is the date by which all of the following events have occurred:
12 1) 31 days after the Court grants final approval of the Settlement Agreement and enters the Final
13 Approval Order in the Case record, 2) 91 calendar days after the date Defendants pay the
14 Settlement Amount to the Settlement Administrator, unless either Defendant has filed or are
15 included in a petition for bankruptcy protection under Title 11 of the United States Code, and 3)
16 in the event that an appeal is taken from the Final Approval Order, the Effective Date shall not
17 occur until the date that a final order is issued from any appropriate court of appeals and all
18 rights of appeal are exhausted. If either Defendant files or is included in a petition for
19 bankruptcy protection, Plaintiff and Class Members shall retain all rights, under applicable state
20 and federal law, to enforce the Judgments, including seeking all amounts owed by the
21 Defendants.

22 2.9 “*Final Approval Hearing*” is the Court hearing in which the Court will preside
23 over any objections from Class Members and during which the Final Approval Order (Exhibit 3)
24 will be presented to the Court for execution.

25 2.10 “*Judgments*” mean the General Judgment and Supplemental Judgment entered in
26 this Lawsuit against the Defendants by the trial court.

1 2.11 “*Lawsuit*” and “*Case*” both mean the lawsuit entitled *Renee Maza, Jodi Real, and*
2 *Steve Price, individually and on behalf of all similarly situated vs. Waterford Operations, LLC*
3 *and Coos Bay Rehabilitation, LLC*, Jackson County Circuit Court, case nos. 14CV03147 and
4 A181652.

5 2.12 “*Net Settlement Award*” means the Settlement Award less applicable taxes paid
6 by check unless the Class Member elects payment through electronic transfer in a method
7 available through the Settlement Administrator.

8 2.13 “*Notice*” means a document substantially in the form of the Notice of Class
9 Action Settlement attached hereto as Exhibit 1.

10 2.14 “*Objection Deadline*” means 30 calendar days after the date on which the Notice
11 is sent to Class Members, or 15 calendar days from the date of a re-mailing for returned mail,
12 whichever is later as calculated from the postmarked mailing or email date. The Parties
13 understand that the Notice may be published to Class Members by email in addition to using the
14 United States Postal Service. Electronic publication can be accomplished only by e-mail.

15 2.15 “*Parties*” means the Plaintiffs and Defendants.

16 2.16 “*Plaintiffs*” means the named plaintiff(s) in the Lawsuit: Renee Maza, Jodi Real,
17 and Steve Price.

18 2.17 “*Released Claims*” means:

19 All claims, demands, rights, liabilities, and causes of action that were alleged in
20 the Lawsuit related to violations of Oregon State’s wage and hour statutes, laws
21 and/or regulations, including, but not limited to ORS 652.120, 652.140, 652.150,
22 653.055, and OAR 839-020-0050, for regular wages, meal period wages, civil
23 penalties, penalty wages, attorney fees and costs up to and through March 22,
24 2013. This includes any claims that Defendants did not timely pay wages for
25 short meal periods or off-the-clock work in PCC at the end of employment up to
26 and through March 22, 2013. Nothing in this Agreement shall apply to any
 claims arising after March 22, 2013.

25 2.18 “*Released Parties*” are Waterford Operations, LLC and Coos Bay Rehabilitation,
26 LLC, in their individual and representative capacities, including any and all of the past or present

1 officers, directors, shareholders, members, managers, agents, principals, heirs, representatives,
2 accountants, auditors, consultants, attorneys, affiliates, subsidiaries, parents, insurers, reinsurers,
3 successors, predecessors, and assigns.

4 2.19 “*Satisfaction of Judgment*” means the document in substantially the form of
5 Exhibit 4 and to be filed by Plaintiffs’ counsel after payment of the Settlement Amount and
6 completion all settlement administration in this Lawsuit as set by this Agreement and any Court
7 orders. But in no case shall a Satisfaction of Judgment be filed before the Effective Date as
8 defined in Section 2.8 above.

9 2.20 “*Settlement*” means the compromise and settlement of the Lawsuit as
10 contemplated by this Agreement.

11 2.21 “*Settlement Administrator*” means RG2 Claims Administration LLC (“RG2”) a
12 neutral third party jointly selected by the Parties and approved by the Court to administer this
13 Settlement as outlined in this Agreement and any court orders.

14 2.22 “*Settlement Agreement*” and “*Agreement*” both mean this Stipulation and
15 Settlement of Class Action Claims and all exhibits attached hereto.

16 2.23 “*Settlement Amount*” is \$4,000,000.00 representing the total payment by
17 Defendants in consideration for the Settlement Agreement terms and conditions.

18 2.24 “*Settlement Award*” is the gross dollar amount each Class Member is eligible to
19 receive based on subclass designation(s) including interest accrued as part of the Judgments and
20 any available accrued interest resulting from the Settlement Amount being deposited into an
21 interest bearing account and not used to pay costs related to the Settlement Administration. The
22 Settlement Award to each Class Member represents, in part, wages subject to standard payroll
23 deductions for state and federal taxes. As a result, the Net Settlement Award to each Class
24 Member, including the Class Representatives, will be less than the Settlement Award.

25 4 “*Stale Date*” is the 91st day following the Net Settlement Award payment date.
26 The Stale Date may be slightly different for each Class Member depending on the actual date
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1 that the Net Settlement Award Payment occurred.

2 **3. RECITALS**

3 **3.1 Procedural Posture.** The Lawsuit was filed on March 22, 2013 in Multnomah
4 County Circuit Court. Pursuant to Defendants' Motions for Change of Venue, the Lawsuit was
5 ultimately litigated in the Jackson County Circuit Court, case no.14CV03147. The trial court
6 certified the class action and ordered notice to be sent to all Class Members giving them the right
7 and option to request exclusion. Those individuals who requested exclusion are not included in
8 the Lawsuit or the Settlement. The Trial Court entered a General Judgment on or about May 22,
9 2023, which included the list of Class Members and each Class Member's award. The Trial
10 Court entered a Supplemental Judgment on or about June 28, 2023 awarding attorney fees, costs
11 and service awards to each Plaintiff. Defendants timely appealed the General Judgment and
12 have stayed the Appeal pending the outcome of the Final Approval Hearing. The Parties reached
13 the Settlement with the assistance of an independent mediator, Andrew Altschul.

14 **3.2 Investigation Supporting Settlement.** The Parties have investigated the facts
15 and law during the prosecution of this Lawsuit. After entry of the Judgments, Class Counsel
16 continued to investigate options for collecting on the Judgments and risks associated with
17 collections. The Parties exchanged detailed financial information and Plaintiffs' Counsel further
18 analyzed the risks of collecting on the Judgments and risks of Defendants filing bankruptcy.
19 Based on the extensive investigation, Plaintiffs' Counsel, on advice of bankruptcy and creditor's
20 rights counsel, are of the opinion that the Settlement is a fair and reasonable resolution in light of
21 the risks of, and obtaining further benefits for Class Members.

22 Plaintiffs have taken into account the uncertainty and risk of the outcome of further
23 litigation, and the difficulties and delays inherent in such litigation on appeal and potentially
24 after appeal. After advice from retained bankruptcy and collection attorneys, Plaintiffs have
25 considered the difficulties in collection of the judgment should the appeal affirm the judgments
26 in place. Plaintiffs have also taken into account the extensive settlement negotiations conducted.
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1 Based on the foregoing, Plaintiffs have determined that the settlement set forth in this Settlement
2 Agreement is fair, adequate and reasonable, and is in the best interests of all Class Members.
3 Neither this Settlement Agreement, any documents referred to herein, nor any action taken to
4 carry out this Settlement Agreement is, or may be construed as or may be used as an admission
5 by or against the Plaintiffs or Class Counsel as to the merits or lack thereof of the claims
6 asserted.

7 Defendants have repeatedly asserted defenses to the claims and timely sought appeal of
8 the General Judgment. Defendants expressly deny any wrongdoing or legal liability arising out
9 of any of the facts or conduct alleged in the Lawsuit, including that Plaintiffs suffered damage.
10 Defendants recognize that any further defense of this Lawsuit would be protracted and expensive
11 for all Parties. Substantial amounts of time, energy and resources of Defendants have been and,
12 unless this Settlement is made, will continue to be devoted to the defense of the claims asserted.
13 Defendants recognize the uncertainty of successfully defending against the claims brought by
14 Plaintiffs. Therefore, Defendants agree to settle in the manner and upon the terms set forth in
15 this Settlement Agreement. Neither this Settlement Agreement, nor any document referred to or
16 contemplated herein, nor any action taken to carry out this Settlement Agreement, may be
17 construed as, or may be used as an admission, concession or indication by or against Defendants
18 of any fault, wrongdoing or liability whatsoever.

19 **4. SETTLEMENT TERMS**

20 4.1 NOW, THEREFORE, IT IS HEREBY STIPULATED, and subject to the
21 approval of the Court, the Parties agree and stipulate that the Lawsuit is hereby being
22 compromised and settled pursuant to the terms in this Settlement Agreement and that, subject to
23 the Recitals above and by this reference, each becomes an integral part of this Settlement
24 Agreement.

25 4.2 **Released Claims.** As of the Effective Date, Class Members, including Plaintiffs
26 release Defendants and the Released Parties from the Released Claims and agree not to sue or
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1 otherwise make a claim against any of the Defendants or the Released Parties that is related to
2 the Released Claims.

3 **4.3 Settlement Amount.** The Settlement Amount shall be distributed between Class
4 Members' Settlement Awards, Service Awards to the Plaintiffs, and Attorney Fees and Costs
5 Award in a proportional *pro rata* reduction of 63.35% of the amounts awarded in the General
6 and Supplemental Judgment as follows:

	Judgment Amounts	Settlement Amounts
8 Class Members	\$6,231,814.57	\$2,283,816.26
9 Service Awards	\$150,000.00	\$54,971.54
10 Costs	\$151,904.86	\$55,669.63
11 <u>Attorney Fees</u>	<u>\$4,381,019.50</u>	<u>\$1,605,542.57</u>
12 Total	\$10,914,738.10	\$4,000,000.00

13 **4.3.1 Settlement Awards to Class Members:** After the Court's final approval,
14 each Class Member will receive a Settlement Award, less applicable employment taxes resulting
15 in a "Net Settlement Award" on a proportional *pro rata* basis of the amounts awarded in
16 Attachments A and B to the General Judgment to be calculated by the Settlement Administrator
17 and approved by Plaintiffs' Counsel and Defendants' Counsel. If a Class Member is listed on
18 both Attachments A and B, then that Class Member shall be entitled to a *pro rata* amount from
19 each Attachment. Plaintiffs shall be entitled to Settlement Awards like all other Class Members.
20 The Settlement Awards are a compromise and settlement of wages, a statutory penalty(ies) and
21 interest as awarded in the Judgments. The Settlement Award may also consist of unallocated
22 interest resulting from the Settlement Amount being deposited in an interest bearing account
23 during the Settlement Administration. Only the wage portion, proportional to the amounts
24 awarded in the Judgments, will be reduced by standard employment taxes.

25 **4.3.2 Service Awards to Plaintiffs:** The Service Awards to the Plaintiffs were
26 already approved by the Court for a total of \$150,000.00. Based on the same *pro rata* reduction
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1 applicable to the Class Member claims under the Settlement, Defendants shall pay a Service
2 Award to each Plaintiff in the amount of \$18,323.85 each from the Settlement Amount for a total
3 of \$54,971.54.

4 **4.3.3 Attorney Fees and Costs Settlement Award to Class Counsel:** The
5 Court awarded attorney fees and costs to the attorneys at Schuck Law, LLC, as Class Counsel.
6 Based on the *pro rata* allocation of the Settlement Amount, the Settlement Administrator shall
7 distribute the Attorney Fees and Costs Settlement Award to Schuck Law, LLC in the amount of
8 \$55,669.63 for costs and \$1,605,542.57 for legal fees. The Attorney Fees and Costs Settlement
9 Award shall be deducted from the Settlement Amount. The Attorney Fees and Cost Settlement
10 Award is for all claims for attorneys' fees and costs in the Lawsuit, including appeals and
11 through final settlement administration of this Settlement. The Attorney Fees and Costs
12 Settlement Award to Class Counsel is separate and distinct from the Settlement Administrator's
13 costs for settlement administration as set forth in Section 4.3.

14 **4.3.4 Costs for Settlement Administration.** Defendants shall pay, directly or
15 indirectly, the costs of settlement administration separate from the Settlement Amount, estimated
16 to be approximately \$25,000.00. Within five business days after the Preliminary Approval Order
17 is recorded in the Court's record, Defendants will deposit the Settlement Amount into an interest
18 bearing account ("Account"), approved by the Parties and managed by the Settlement
19 Administrator. Interest that accrues during the settlement administration process will first be
20 used to pay settlement administration costs. When the Settlement Administrator is calculating
21 Net Settlement Awards, they shall estimate the remaining costs of administration through
22 completion up to \$25,000.00. Any accrued interest equal to or greater than \$1,000 that is
23 remaining after paying the estimated costs of administration shall be distributed to the Class
24 Members equally as non-taxable income. Any Account interest that is not used to pay
25 administration costs and is less than \$1,000.00 will be considered Unclaimed Funds. To the
26 extent that the cost related to the settlement administration is greater than the total earned

1 Account interest, Defendants are fully responsible for those fees owing to RG2. While
2 Defendants are ultimately responsible for paying the administration costs, the Settlement
3 Administrator shall be responsible to both Parties equally. Defendants shall timely pay the
4 Settlement Administrator based on invoices from the Settlement Administrator. The Parties agree
5 to cooperate in the Settlement administration process, consistent with this Agreement and any
6 Court orders, and to make all reasonable and good faith efforts to control and minimize the costs
7 and expenses incurred in administration of the Settlement. To the extent that the Settlement fails
8 and there is no Effective Date, any Account interest not used to pay for the RG2 administration
9 costs shall be refunded to Defendants.

10 **4.3.5 Timing of Settlement Amount Payments:**

11 4.3.5.1 The Settlement Administrator shall calculate, issue and
12 distribute the Net Settlement Awards no later than 30 calendar days after the Effective Date.

13 4.3.5.2 Within five business days after the Effective Date, the
14 Service Awards shall be paid by check, paid to the order of each Plaintiff, and delivered to
15 Schuck Law's office.

16 4.3.5.3 Within five business days after the Effective Date, the
17 Attorney Fees and Cost Award shall be paid by check, paid to the order of Schuck Law, LLC and
18 delivered to Schuck Law's office.

19 4.3.5.4 If Defendants fail to pay any amounts due under this
20 Agreement, or as ordered by the Court, within the times allowed, then Plaintiffs may
21 immediately seek to enforce the General and Supplemental Judgments, along with any other
22 relief as approved by the Court.

23 **4.3.6 Unclaimed Funds.** Any check, or payment issued pursuant to this
24 Settlement Agreement and not cashed or otherwise negotiated by the Stale Date will be
25 considered "Unclaimed Funds." Further, any unallocated Account interest that is not included in
26 the Net Settlement Award as provided in section 4.3.4 herein will be considered Unclaimed

1 Funds. Within 45 days after such designation, all Unclaimed Funds shall be paid to the Oregon
2 State Bar for the funding of legal services provided through the Legal Services Program. The
3 Settlement Administrator shall certify to the Parties' counsel whether there were any Unclaimed
4 Funds, that the Unclaimed Funds were paid accordingly, and that the Settlement Administrator
5 has fully complied with its obligations under this Agreement and as ordered by the Court. After
6 the Effective Date, no portion of the Unclaimed Funds shall revert to Defendants for any reason
7 or be disbursed to Class Counsel.

8 **4.3.7 Taxes.**

9 **4.3.7.1** From each Settlement Award, the Settlement Administrator
10 shall calculate payroll deductions for any state and federal withholding taxes and any other
11 applicable payroll deductions properly chargeable to each Class Member, resulting in a Net
12 Settlement Award based on the "Unpaid SMP Wages" and "Unpaid Off Clock PCC Wages"
13 listed in General Judgment's Attachments A and B. The Settlement Administrator shall calculate
14 any withholdings from Settlement Awards using a single person with no adjustments.

15 **4.3.7.2** Defendants shall be responsible for any and all employer
16 required taxes associated with any payments of wages, and such employer's share shall not be
17 deducted from the Settlement Amount. The Settlement Administrator shall calculate and advise
18 Defendants of the amount of each Defendant's portion of the employer required taxes.

19 **4.3.7.3** If any taxable income is generated by operation of this
20 Settlement, in all events the tax returns filed shall reflect all taxes payable on any such taxable
21 income. The Settlement Administrator shall be responsible to obtain, distribute, process, and file
22 with the appropriate governmental agencies any tax forms needed to administer this Settlement
23 Agreement.

24 **4.3.7.4** The Settlement Administrator shall issue and distribute all
25 necessary and appropriate tax documents related to any payment distributed by the Settlement
26 Administrator for this Settlement. Distribution of tax forms shall be timely with all tax reporting
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1 requirements.

2 4.3.7.5 Except as specified in this Agreement, each person and
3 company will remain responsible for his/her/their/its own taxes, penalties, interest, fees, or other
4 amounts determined to be due or owing by any taxing authority. No Party makes any
5 representation to any other Party as to the possible tax treatment of any payment under this
6 Agreement. In the event that the United States Internal Revenue Service or other taxing
7 authority subsequently determines that any Party or Class Member owes any additional taxes
8 with respect to any money distributed under this Agreement, the terms of this Settlement require
9 that the determination of any tax liability shall be between that Party or Class Member and the
10 taxing authority, and that no other Party, Class Member, Defendant or Released Parties shall be
11 responsible for the payment of such taxes, including any interest or penalties.

12 4.3.8 **Effect of Settlement Payments.** The Parties agree that any amounts paid
13 as required by this Settlement Agreement shall not have any effect on the eligibility for or
14 calculation of any benefit otherwise available under any employee benefit plan (e.g. vacation,
15 holiday, retirement, cafeteria, dependent care, etc.) and Oregon’s sick time and related leave
16 laws. The Parties agree that any payments made under this Settlement Agreement do not modify
17 any Class Members’ previously credited hours of service, compensation, eligibility or other
18 benefit of any employee benefit plan sponsored by the Defendants and Released Parties. Any
19 payments required by the Settlement Agreement are not “compensation” in any year for purposes
20 of any employee benefit plan. Class Members have elected to have none of the payments made
21 under this Settlement Agreement deferred or contributed to any employee benefit plan that
22 allows for elective deferrals or voluntary employee contributions.

23 4.3.9 **Deceased Class Member’s Settlement Awards.** Any person (1) seeking
24 to claim a Settlement Award as the heir or beneficiary from a deceased Class Member’s estate
25 and (2) to have the Settlement Award issued by check in a name other than the Class Member’s
26 name or paid by electronic payment must contact the Settlement Administrator directly and
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1 submit a declaration with copy of the Class Member's death certificate, along with any other
2 documentation required by the Settlement Administrator on or before the Effective Date. Failure
3 to provide all documents required by the Settlement Administrator for payment of Net
4 Settlement Awards to beneficiaries or heirs of deceased Class Members will forfeit the
5 Settlement Award. Any such forfeited Settlement Awards shall be treated as Unclaimed Funds.

6 4.3.10 No person shall have any claim against the Released Parties,
7 Defendants' Counsel, Plaintiffs, the Class, Class Counsel or the Settlement Administrator based
8 on distributions and payments made in accordance with this Settlement Agreement.

9 4.4 **Preliminary Approval Hearing.** Plaintiffs shall request a hearing before the
10 Honorable Timothy Gerking, or other Judge as assigned by the Presiding Judge in Jackson
11 County Circuit Court for preliminary approval of the Settlement. In conjunction with this
12 hearing, Class Counsel and Defendants' Counsel will jointly submit this Settlement Agreement
13 and seek approval from the Court, including the entry of the Preliminary Approval Order
14 substantially in the form of Exhibit 2. The Preliminary Approval Order shall: (1) Approve the
15 proposed settlement terms as detailed in this Settlement Agreement; (2) Appoint RG2 Claims
16 Administration, LLC as the Settlement Administrator; and (3) Approve the Notice and payment
17 procedures in this Settlement Agreement. The Preliminary Approval Order shall provide for
18 notice to be sent to Class Members as specified herein, and require scheduling of the Final
19 Approval Hearing to determine final approval of the Settlement.

20 4.5 **Settlement Administrator.** The Parties agree that RG2 shall act as the
21 Settlement Administrator, subject to Court approval. The Settlement Administrator shall carry
22 out the terms and requirements of this Settlement, subject to Court approval and orders. The
23 Parties agree to cooperate in the settlement administration process and to make all reasonable
24 and good faith efforts to control and minimize the costs and expenses incurred in administration
25 of the Settlement. The Settlement Administrator shall be responsible for:

26 4.5.1 Designating a primary contact person at RG2 who shall be responsible for

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1 complying with this Settlement Agreement and Court's orders,

2 4.5.2 Transmitting the Notice to Class Members,

3 4.5.3 Creating and maintaining a settlement website for the duration of the
4 administration, with designated options for Class Members to select electronic payment of the
5 Net Settlement Awards,

6 4.5.4 Promptly responding to Class Members' questions, comments, or inquiries
7 and forwarding to the Parties' attorney those communications,

8 4.5.5 Distributing the Settlement Amount as detailed in this Settlement
9 Agreement, including calculating Net Settlement Awards,

10 4.5.6 Distributing any Unclaimed Funds,

11 4.5.7 Preparing and distributing the itemized wage statement for any Class
12 Member paid by electronic deposit and any IRS W-2 and/or 1099-MISC forms. The Settlement
13 Administrator shall certify to the Parties' counsel that W-2 and 1099 Forms have been properly
14 mailed to Class Members on or before February 1 of the year following disbursement of the
15 Settlement Amount,

16 4.5.8 Update the Parties' counsel regularly regarding the status of the Settlement
17 Administration until closed. Any decisions regarding the administration that are not addressed in
18 this Settlement Agreement shall be jointly submitted to the Parties' counsel for resolution,

19 4.5.9 Take appropriate steps to secure the privacy of Class Member information
20 consistent with Oregon and federal law,

21 4.5.10 No later than 10 calendar days after the Objection Deadline, the
22 Settlement Administrator shall inform the Parties' counsel regarding the administration process
23 and procedures. The Settlement Administrator shall include other such information as
24 reasonably requested by the Parties' counsel, and

25 4.5.11 Perform other tasks as reasonably requested by the Parties' counsel, or the
26 Court orders the Settlement Administrator to perform.

1 4.7 **Class List.** Within ten calendar days after the Court enters a Preliminary
2 Approval Order, Defendants shall provide to the Settlement Administrator an electronic list
3 containing each Class Member’s name, last known address, telephone number, email address,
4 social security number, and subclass(es) designation, if any. If Defendants are aware of any
5 deceased Class Members, they shall provide the most current contact information they have
6 available to them regarding any potential beneficiaries. Within the same time, Class Counsel
7 shall provide to the Settlement Administrator Attachments A and B in electronic format, with
8 any updated mailing addresses known to Class Counsel. The Class List shall be used for
9 purposes of this settlement only. Defendants shall provide to Class Counsel a Class List redacted
10 to include only the names of the Class Members, in useable electronic format.

11 4.8 **Notice of Class Action Settlement.** The Notice shall be in the form attached
12 hereto as Exhibit 1, subject to Court approval. The Notice will advise that Class Members may
13 object to the Settlement and the procedures by which to file and serve any objections.

14 4.8.1 Within 15 calendar days after receiving the class list, or entry of
15 the Preliminary Approval Order, whichever is later, the Settlement Administrator shall mail, and
16 to the extent it has an e-mail address for the Class Member, email a copy of the Notice to each
17 Class Member at the address provided by the Parties, and any different mailing address from the
18 U.S. Postal Service after checking with the U.S. Postal Service for forwarding addresses for
19 Class Members.

20 4.8.2 **Returned Undeliverable Mail.** Any Notice that is mailed and is
21 returned as undeliverable shall be remailed to the forwarding address affixed thereto, if a Notice
22 has not already been sent to that address. If no forwarding address is provided, then the
23 Settlement Administrator shall promptly attempt to determine a correct address via the Class
24 Member’s social security number. Any Notices returned within 5 business days before the
25 Objection Deadline shall not be remailed. Any objections, including any objections to a
26 remailed Notice, must be filed and served on or before the Objection Deadline in order to be

1 considered timely.

2 **4.9 Settlement Website.** The Settlement Administrator will create and maintain a
3 website for this Settlement, at a url approved by the Parties. On the website, each Class Member
4 will be able to securely change or update their mailing address, and securely submit information
5 for electronic payment of the Class Member’s Net Settlement Award. The website will contain
6 the Notice, the complaint in this Case, the Motion for Preliminary Approval with supporting
7 declarations (if any), Preliminary Approval Order, and any other documents that the Parties
8 jointly deem or the Court deems should be posted. The settlement website will provide
9 telephone numbers for the Settlement Administrator and Class Counsel.

10 **4.10 Objections to the Class Action Settlement.**

11 **4.10.1 Objection Deadline.** Class Members must file and serve their objection
12 no later than the Objection Deadline as defined in Section 2.14.

13 **4.10.2 Procedure for Objecting.** The Notice will advise Class Members on how
14 to object to the Settlement if they believe the Settlement does not warrant final approval by filing
15 and serving on both Parties’ counsel a formal written statement objecting to the Settlement
16 terms.

17 **4.10.2.1** The objection must include the Class Member’s full name,
18 their name(s) while employed by Defendants, the specific basis of the objection, the relief
19 sought, if any, along with any and all documents that support the objection.

20 **4.10.2.2** Such formal written statement must be filed with the
21 Jackson County Circuit Court and served on counsel for the Parties on or before the Objection
22 Deadline.

23 **4.10.2.3** Objecting Class Members wishing to appear at the Final
24 Approval Hearing must state in their objection that they intend to appear at the hearing and if
25 they are represented by an attorney other than Class Counsel.

26 **4.10.2.4** Class Members who fail to timely file and serve their

1 written objections in the manner specified above shall be deemed to have waived any objections
2 and shall be foreclosed from making any objection to the Settlement and shall be bound by the
3 terms of the Settlement, to the extent allowed by Oregon and federal law, as applicable.

4 **4.11 Final Approval Hearing.** In accordance with the deadlines set by the Court in
5 the Preliminary Approval Order, Class Counsel shall request that the Court grant final approval
6 and entry of an order granting final approval, in the form attached as Exhibit 3. Within five
7 business days after the Effective Date, Defendants' counsel will then dismiss the pending appeal
8 with prejudice.

9 **4.12 Payment of Settlement Awards.** All Class Members will be issued a Net
10 Settlement Award by check mailed to the last best address for the Class Member unless that
11 Class Member has elected an electronic payment through the settlement website. The Settlement
12 Administrator shall distribute the Net Settlement Awards to Class Members within 30 calendar
13 days of the Effective Date.

14 **4.12.1** The Settlement Administrator's determination of eligibility for, and the
15 amounts of any gross Settlement Awards under this Agreement and amount of Net Settlement
16 Awards, shall be conclusive, final and binding on all Parties, including all Class Members,
17 subject to review and approval by Class Counsel, Defendants' counsel, and the Court, if
18 necessary.

19 **4.12.2** Any Net Settlement Awards payment not directly deposited into a Class
20 Member bank account shall remain valid and negotiable for 90 calendar days from the issuance
21 date and will automatically be canceled on the Stale Date if not cashed by the Class Member
22 within that time. All unclaimed Net Settlement Awards shall be treated as Unclaimed Funds.

23 **4.12.3 Unclaimed Settlement Awards.** All unclaimed Net Settlement Awards
24 returned to the Settlement Administrator shall promptly be re-mailed to the Class Member's
25 corrected or updated address, as determined by postal forwarding address or through a search of
26 a national database. If a Net Settlement Award is returned twice, the disbursements will become
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1 Unclaimed Funds.

2 4.12.4 Class Members will be advised as part of the Notice to seek independent
3 tax advice regarding any potential tax consequences related to the Settlement Award.

4 4.13 **Completion of Settlement Administration.** Administration of the Settlement
5 shall be completed no later than 45 days after the Stale Date, including transfer of all Unclaimed
6 Funds. Upon completion of administration of the Settlement, the Settlement Administrator shall
7 provide written certification of such completion to the Court, Class Counsel, and Defendants'
8 Counsel. Within five business days after written certification of completion, Class Counsel shall
9 file a Satisfaction of Judgment as to both the General Judgment and the Supplemental Judgment
10 with the Jackson County Circuit Court.

11 4.14 **Good Faith Efforts for Administration and Court Approval.** The Parties
12 agree to use their best efforts to carry out the terms of this Settlement Agreement including
13 executing any additional documents as is necessary to carry out the intent of the Parties'
14 Settlement Agreement. In the event the Court expresses concern about the Settlement before the
15 Final Approval Hearing, the Parties will confer in good faith to reach an agreement on any
16 modifications or amended motions to obtain court approval.

17 4.15 **No Solicitation of Settlement Objections.** At no time shall any of the Parties or
18 their counsel seek to solicit or otherwise encourage Class Members to submit objections to the
19 Settlement. Both Parties agree to use their best good faith efforts to carry out the terms and
20 conditions of this Agreement.

21 4.16 **Compliance with Settlement Terms.** The Parties agree that by signing this
22 Settlement Agreement they are bound by the terms. The Parties agree that in submitting this
23 Settlement Agreement to the court for preliminary and final approval each waives any and all
24 objections to the terms in Settlement and this Settlement Agreement. Non-compliance by any
25 Party with this paragraph shall be void and of no force or effect.

26 4.18 **Defendants' Fees, Costs and Expenses.** Other than as detailed in this
Page 17 – Stipulation and Settlement of Class Action Claims

1 Agreement, the Parties shall bear their own attorney's fees, costs and expenses. All of
2 Defendants' legal fees, costs and expenses incurred in this Lawsuit, including appeals, and
3 through final completion of the Settlement shall be borne by Defendants.

4 **4.19 No Injunctive Relief.** As part of this Settlement, the Released Parties shall not be
5 required to enter into any consent decree, nor shall the Released Parties be required to agree to
6 any provision for injunctive relief.

7 **4.20 Privacy of Documents and Information.** The Parties agree that Defendants, to
8 the extent not compelled as a matter of law, will not disclose the identities of Class Members to
9 those individuals' direct supervisors, managers or potential future employers. Defendants further
10 agree that Class Members' participation in this Case and Settlement shall have no effect on
11 current or future employment. The Parties agree to make appropriate steps to secure the privacy
12 of Class Member information consistent with Oregon law.

13 **4.21 Interim Stay of Proceedings.** Pending the Final Approval Hearing, the Parties
14 agree to stay all proceedings in the Lawsuit and the Appeal, except such proceedings necessary
15 to implement and complete the Settlement.

16 **4.22 Entire Agreement and Exhibits.** Each of the Parties has cooperated in the
17 drafting and preparation of this Settlement Agreement. Hence, in any construction made to this
18 Settlement Agreement, the same shall not be construed against any of the Parties. Each Party has
19 had opportunity to consult with their legal counsel before signing this Settlement Agreement.
20 This Settlement Agreement incorporates the terms set forth in the attached exhibits by this
21 reference as though fully set forth herein. This Settlement Agreement constitutes the entire
22 agreement among and between these Parties, and no oral or written representations, warranties or
23 inducements have been made to any Party concerning the terms contained within this Settlement
24 Agreement or its exhibits other than the representations, warranties and covenants contained and
25 memorialized in such documents. This Settlement Agreement may be amended or modified only
26 by a written instrument signed by counsel for all Parties, or as ordered by the Court.

Page 18 – Stipulation and Settlement of Class Action Claims

1 4.23 **Authorization to Enter Into Settlement Agreement.** Counsel for all
2 Parties warrant and represent they are expressly authorized by the Parties whom they represent to
3 negotiate this Settlement Agreement and to take all appropriate action required or permitted to be
4 taken by such Parties to effectuate its terms, and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties and their counsel shall cooperate
6 with each other and the Settlement Administrator by using their best efforts to effect the
7 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
8 form or content of any document needed to implement the Settlement, or on any supplemental
9 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the
10 Parties may seek the assistance from the mediator, Andrew Altschul to resolve such
11 disagreement. The mediator’s decision is final. The persons signing this Agreement on behalf of
12 Defendants represent and warrant that they are authorized to sign this Settlement Agreement on
13 behalf of Defendants.

14 4.24 **Counterparts.** This Agreement may be executed in one or more counterparts,
15 thereby the Settlement Agreement having more than one signature page. All executed
16 counterparts and each of them shall be deemed to be one and the same instrument.

17 4.25 **Electronic Signatures.** The Parties agree that this Settlement Agreement may be
18 electronically signed. The Parties agree that the electronic signature appearing on this Settlement
19 Agreement are the same as handwritten signatures for the purposes of validity, enforceability,
20 and admissibility. A signed copy of this Settlement Agreement transmitted by facsimile, email
21 or other means of electronic transmission shall be deemed to have the same legal effect as
22 delivery of an original executed copy of this Settlement Agreement for all purposes.

23 4.26 **Binding on Successors and Assigns.** This Agreement shall be binding upon, and
24 inure to the benefit of, the successors, heirs, or assigns of the Parties and Class Members.

25 4.27 **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the
26 interpretation, implementation and enforcement of the terms of this Settlement Agreement and
Page 19 – Stipulation and Settlement of Class Action Claims

1 all orders and judgments entered in connection therewith, and the Parties and their counsel hereto
2 submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing
3 the Settlement embodied in this Settlement Agreement and all orders and judgments entered in
4 connection therewith.

5 **4.28 Oregon Law Governs.** This Settlement Agreement and the exhibits hereto shall
6 be governed by and interpreted according to Oregon State laws.

7 **4.29 Invalidity of Any Provision.** Before declaring any provision of this Settlement
8 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
9 extent possible consistent with applicable precedents so as to define all provisions of this
10 Agreement valid and enforceable. To the extent any provision is declared invalid, the other
11 provisions shall remain valid and enforceable.

12 **4.30 Nullification of Settlement Agreement.** In the event: (i) the Court denies
13 preliminary approval; (ii) the Court denies final approval, or (iii) the Settlement does not become
14 final for any other reason, this Settlement Agreement shall be null and void. In the event this
15 Settlement is nullified for any reason set forth in this paragraph, the Parties and any amounts
16 paid or to be awarded under this Settlement shall be returned to their respective statuses as of the
17 date and time immediately prior to the execution of this Agreement, and the Parties shall proceed
18 in all respects as if this Settlement Agreement had not been executed, except that any costs
19 already incurred by the Settlement Administrator shall be paid by Defendants.

20 **4.31 This Settlement Agreement is Fair, Adequate and Reasonable.** The Parties
21 believe this Settlement is a fair, adequate and reasonable settlement of this Lawsuit and have
22 arrived at this Settlement in arms-length negotiations, taking into account all relevant factors,
23 present and potential. This Settlement was reached with the assistance of an independent
24 mediator, Andrew Altschul.

25 **4.32 Not a Novation.** The Parties agree that this Settlement Agreement is not a
26 novation, and that should Defendants file petition(s) for bankruptcy prior to the Effective Date,
Page 20 – Stipulation and Settlement of Class Action Claims

1 Plaintiff and Class Members retain the ability to object to the discharge, classification,
2 characterization and/or treatment of the Judgments, Plaintiff and/or the Class Members under
3 any proposed plan of reorganization or liquidation.


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SIGNATURE PAGE

PLAINTIFFS / CLASS REPRESENTATIVES

Date: 11/25/2024

Date: 11/11/2024


Renee Maza (Nov 25, 2024 13:24 PST)


Jodi Real (Nov 11, 2024 16:22 PST)

Renee Maza

Jodi Real

Date: 11/11/2024


Steven Price (Nov 11, 2024 16:24 PST)

Steve Price

PLAINTIFFS' COUNSEL / CLASS COUNSEL

SCHUCK LAW, LLC

Date: 11/11/2024

By 
Karen A. Moore (Nov 11, 2024 12:36 PST)

David A. Schuck, OSB 993564

Karen A. Moore, OSB 040922

Stephanie J. Brown, OSB 0300019

DEFENDANTS

Date: _____

Date: _____

WATERFORD OPERATIONS, LLC

COOS BAY REHABILITATION, LLC.

By: _____

By: _____

Position: _____

Position: _____

DEFENDANTS' COUNSEL

BUCKLEY LAW, PC

Date: _____

William Gaar, OSB 890464

Jillian Pollock, OSB 072494

SIGNATURE PAGE

PLAINTIFFS / CLASS REPRESENTATIVES

Date: _____

Date: _____

Rence Maza

Jodi Real

Date: _____

Steve Price

PLAINTIFFS' COUNSEL / CLASS COUNSEL

SCHUCK LAW, LLC

Date: _____

By _____

David A. Schuck, OSB 993564

Karen A. Moore, OSB 040922

Stephanie J. Brown, OSB 0300019

DEFENDANTS

Date: 11/26/2024

Date: 11/26/2024



WATERFORD OPERATIONS, LLC

By: Mary E. Kotstad

Position: COO



COOS BAY REHABILITATION, LLC.

By: Mary E. Kotstad

Position: COO

DEFENDANTS' COUNSEL

BUCKLEY LAW, PC

Date: 11/26/2024

DocuSigned by:



William E. Gaar, OSB 890464

Jillian Pollock, OSB 072494

EXHIBITS

1. Notice
2. Preliminary Approval Order – proposed
3. Final Approval Order – proposed
4. Satisfaction of Judgment – proposed

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NOTICE OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS

Renee Maza, Jodi Real, and Steve Price (collectively “Plaintiffs”) v. *Waterford Operations, LLC and Coos Bay Rehabilitation, LLC*, (collectively “Waterford & Coos Bay Rehab” or “Defendants”) Jackson County Circuit Court, case no. 14CV03147 (herein “Lawsuit”)

NAME
ADDRESS
CSZ

CLASS ID#: xxxxxxxx
Pin #: xxxx

This is your notice that the court has preliminarily approved a class action Settlement between Plaintiffs and Defendants. As listed in the General Judgment entered into the court record on May 22, 2023, the classes are defined as:

Meal Period Class: hourly employees who were required to take a full 30 minute meal period, and who on one or more occasions received less than the 30 minutes due to returning to work early.

Point Click Care Class (“PCC”): hourly employees whose work time was recorded in Kronos, Defendants’ electronic time keeping system, and who worked off-the-clock using Point Click Care without compensation.

Class members are limited to only those individuals listed in Attachments A and B to the General Judgment. You are receiving this Notice because you have been identified as a Class Member. **If you did not work for Waterford Operations and/or Coos Bay Rehab between March 22, 2007 and March 22, 2013, please disregard this Notice.**

THIS NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

This Notice summarizes the Stipulation and Settlement Agreement of Class Action (“Agreement”), which has been filed with the Court and available at [www.\[settlement website\].com](http://www.[settlement website].com).

TO RECEIVE A MONETARY AWARD, you do not need to submit or file anything. You must make sure your mailing address is current with the Settlement Administrator and submit any address updates via the Settlement website at [www.\[settlement website\].com](http://www.[settlement website].com). Assuming the Court grants final approval and Settlement becomes final, your Net Settlement Award will be paid by check sent to you by regular mail. Alternatively, you can choose to be paid the Net Settlement Award by electronic deposit by signing up through the secure form on the settlement website.

CRITICAL DATES

[objection deadline]: deadline to file and serve any **Objection** to the Settlement.

[final hearing] a.m.: Final Approval Hearing to hear any objections and finally approve the Settlement, including payment of the Settlement Amounts.

[check mail date]: Approximate date payment processing will **begin** if no objections or appeals.

MAXIMUM SETTLEMENT AMOUNT: Waterford & Coos Bay Rehab have agreed to pay a total of \$4,000,000.00 for the following, all subject to Court approval:

- **Settlement Award:** each Class Member will receive a *pro rata* share based on the amount

awarded to each person in the Judgment in this case with the total of all Class Member payments totaling \$2,283,816.26.

- **Service Awards to Class Representatives:** the Service Awards to be paid to each Plaintiff who brought this suit are a *pro rata* share of the service awards entered in this case as part of the Judgments with the *pro rata* share totaling \$54,971.54.
- **Class Counsel's Costs:** Class Counsel shall be paid a *pro rata* share of the costs awarded by the Court as entered into in this case as part of the Judgments, with the *pro rata* share totaling \$55,669.63.
- **Class Counsel's Attorney Fees:** Class Counsel shall be paid a *pro rata* share of the attorney fees awarded by the Court as entered into this case as part of the Judgments with the *pro rata* share totaling \$1,605,542.57.

Settlement Administration Costs will be paid from the interest on the Settlement Amount up to \$25,000.00. Defendants will separately pay for any administration fees over \$25,000.00 Any remaining interest equal to or in excess of \$1,000.00 that accrues on the Settlement Amount and is not used to pay the Settlement Administration Costs will be disbursed, *pro rata* to the Class Members. Interest accrued that is less than \$1,000.00 shall become Unclaimed Funds. No interest will be paid to the Defendants or Class Counsel. Payment of Settlement administration, Service Awards, and Attorney Fees and Costs will not reduce any Class Member recovery.

All inquiries regarding this Notice and/or the Settlement should be directed to Class Counsel, Schuck Law, LLC Attn: Karen A. Moore, 208 E 25th Street Vancouver, WA 98663; (360) 566-9243; or kmoore@wageclaim.org.

NATURE OF THE ACTION: On March 22, 2013, Plaintiffs filed a Lawsuit that alleges Defendants failed to properly pay wages to their employees. The Case litigated through trial and the Court awarded wages, civil penalties, penalty wages and statutory interest for short meal periods and off-the-clock work in PCC ("Claims"). The Court then entered a Supplemental Judgment awarding attorney fees, costs and Service Awards to the Plaintiffs as the Class Representatives. Defendants timely appealed the General Judgment. The parties reached this Settlement while the case was pending on appeal. On [insert date prelim approved], the Court preliminarily approved the Class Action Settlement.

POSITIONS OF THE PARTIES:

Defendants deny each of the Claims and any liability. Defendants continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Lawsuit. Defendants have agreed to this Settlement to avoid further lengthy litigation, expense and appeal. Defendants have agreed to settle this Lawsuit to put to rest the Claims asserted in the Lawsuit.

Plaintiffs' and Class Counsel have investigated and researched the expense and length of continued proceedings necessary to continue the litigation through appeals, and risks of not being able to collect on the full amounts awarded, and the outcome if Defendants file for bankruptcy. Class Counsel believe the proposed Settlement is fair, adequate, and reasonable and is in the best interest of the Class.

RELEASE OF CLAIMS: If the Court grants final approval of the settlement, Plaintiffs, and Class Members will be bound by the terms of the Settlement and satisfactions of the Judgments entered into the court record. As of the Effective Date, Plaintiffs and Class Members will release Defendants, in their individual and representative capacities, including all of the past or present officers, directors,

shareholders, members, managers, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, affiliates, subsidiaries, parents, insurers, reinsurers, successors, predecessors, and assigns, from liability on the following terms:

All claims, demands, rights, liabilities, and causes of action that were alleged in the Lawsuit related to violations of Oregon State's wage and hour statutes, laws and/or regulations, including, but not limited to ORS 652.120, 652.140, 652.150, 653.055, and OAR 839-020-0050, for regular wages, meal period wages, civil penalties, penalty wages, attorney fees and costs up to and through March 22, 2013. This includes any claims that Defendants did not timely pay wages for short meal periods or off-the-clock work in PCC at the end of employment up to and through March 22, 2013. Nothing in this Agreement shall apply to any claims arising after March 22, 2013.

SETTLEMENT AWARDS: Assuming the Court grants final approval and there are no objectors, all Class Members will be sent a Settlement Award. You must keep your mailing address updated with the Settlement Administrator through the Settlement website [www.\[Settlement website\].com](http://www.[Settlement website].com). Settlement Awards will be by check unless you elect to be paid electronically by following the instructions on the Settlement website. You will need the identification and pin number on the first page of this Notice, along with last 4 digits of your social security number to update your address or request electronic payment.

Assuming the Court grants final approval and there are no objections, the Settlement Administrator will calculate each Class Member's Settlement Award as a *pro rata* amount based on the original General Judgment as reduced by the Settlement Amount. Taxes will be deducted from the wage portion of the Settlement Award resulting in a Net Settlement Award, which will be the amount paid to the Class Members. Class Members will have 90 days from the payment date to cash the Settlement checks. On the 91st day after the payment date, all amounts not claimed, or checks that are not cashed, will become Unclaimed Funds and paid to the Oregon State Bar for the funding of legal services. Unclaimed Funds are no longer available to Class Members.

OBJECTING TO THE SETTLEMENT: Class Members may file an objection to the Settlement specifically detailing why the Court should not grant final approval of the Settlement. The objection form must be a formal written statement to the Court detailing the reasons why the Settlement should not be given final approval. The objection, to be affective, must include: your full name, your name while employed by Waterford and/or Coos Bay Rehab (if different), the specific basis of the objection, relief requested (if any), and whether you intend to appear and/or address the Court at the Final Approval Hearing. You must include with your objection any and all documents that support your objection. Please note that a statement to the Court indicating only that you "object" is an insufficient objection and will not be entertained by the Court.

Your detailed written objection must be filed with the Court *and* served on both Parties' counsel on or before [insert deadline].

Plaintiffs' and Class Counsel
David A. Schuck
Karen A. Moore
Schuck Law, LLC
208 E 25th Street
Vancouver, WA 98663

Defendants' Counsel
William Gaar
Jillian Pollock
Buckley Law, PC
5300 Meadows Road, Suite 200
Lake Oswego, OR 97035

Failure to object using these procedures will result in the Court rejecting your objection. You will not be

entitled to be heard at the Final Approval Hearing. You will not be entitled to contest the Court's Settlement approval. You will not be entitled to appeal from any Court orders or judgments. If the Court approves the Settlement, the approval will bind all Class Members, and as of the Effective Date will release and dismiss all class members' Released Claims.

Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections to the Settlement and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including, without limitation, the fairness, reasonableness or adequacy of the proposed Settlement, or any award of attorneys' fees or reimbursement of costs and expenses.

FINAL APPROVAL HEARING: A hearing ("Final Approval Hearing") will be held on [final hearing date], 2025, at [time] .m. at the Jackson County Circuit Court. At the Final Approval Hearing, the Court will determine whether the proposed Settlement should be approved as fair, adequate and reasonable. The hearing may be adjourned by the Court from time to time at the Court's discretion without further notice. Class Counsel and Defendants' counsel may appear at the Final Approval Hearing via telephone or video conferencing.

You Are Not Required To Attend the Final Approval Hearing: At the Final Approval Hearing, you are represented by Class Counsel. You are welcome to attend the Final Approval Hearing, at your own expense, but you do not need to attend. You have the right to retain your own attorney separate from Class Counsel, but retention of that attorney is at your own expense. You do not need to get your own attorney unless you want to.

If the Settlement is not approved, the case will proceed as if no Settlement had been attempted. In that event, Defendants retain the right to continue their appeal of the General Judgment. If the Settlement is not approved, there can be no assurance that Class Members will recover more than is provided in the Settlement or anything at all.

ATTORNEY FEES AND COSTS AWARD, SETTLEMENT ADMINISTRATION EXPENSES, AND SERVICE AWARDS. *Payment of Attorney Fees and Costs Award, Settlement administration, and Service Awards will not affect the amount of your Settlement Award.*

As part of this Settlement, Class Counsel has agreed to \$1,661,212.20 ("Attorney Fees and Cost Award") for attorney fees and costs representing only 36.65% of the total attorney fees and costs awarded in the Supplemental Judgment.

The Court having already awarded the Plaintiffs with Service Awards also preliminarily approved for Settlement the Service Awards totaling \$62,963.72. The Service Awards are in recognition of the Plaintiffs willingness to bring this lawsuit and represent the Class Members as the Class Representatives. The Service Awards will not decrease any award to Class Members.

EXAMINATION OF PAPERS: This Notice is a summary of the Case and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Case and the proposed Settlement, you may refer to the pleadings, the Stipulation and Settlement Agreement of Class Action, and other papers on file with the Court or at [Settlement website].

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, WATERFORD & COOS BAY REHAB, OR DEFENDANTS' ATTORNEYS WITH QUESTIONS.

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4 **IN THE CIRCUIT COURT OF THE STATE OF OREGON**
5 **FOR THE COUNTY OF JACKSON**

6 **RENEE MAZA, JODI REAL, AND STEVE**
7 **PRICE, individually and on behalf of all**
8 **similarly situated,**

Plaintiffs,

9 v.

10 **WATERFORD OPERATIONS, LLC AND**
11 **COOS BAY REHABILITATION, LLC,**

Defendants.

Case No. 14CV03147

ORDER OF PRELIMINARY
APPROVAL OF
STIPULATION AND
SETTLEMENT AGREEMENT
OF CLASS ACTION

12
13 This matter has come before the Court on Plaintiffs' Unopposed Motion for Preliminary
14 Approval of a class action settlement pursuant ORCP 32 and the trial court having jurisdiction
15 under ORS 19.410(3) for purposes of court oversight of the class action Settlement as required
16 by ORCP 32. The Parties have jointly submitted the Stipulation and Settlement of Class Action
17 Claims (herein "Settlement Agreement").¹ Certification of the claims advanced by the
18 Settlement will achieve a definite and certain result for the benefit of Class Members and is
19 preferable to continuing litigation on appeal or collection efforts which would necessarily
20 encounter risk, uncertainty, delay, and cost. This Order is entered exclusively for purposes of
21 this Settlement.

22
23 Preliminarily, this Court finds that the following terms and conditions shall apply to this
24

25
26 ¹ The terms used in this Order have the same meaning and intent as those used and defined in
the Settlement Agreement.

Order:

1. The Settlement resulted from extensive arm's-length negotiations. The Settlement Agreement was executed only after Plaintiffs' Counsel had conducted extensive investigation and discovery regarding collections of the amounts awarded in the Judgments. The Settlement evidenced by the Settlement Agreement is sufficiently fair, reasonable, and adequate to warrant approval to send Notice of the Settlement to Class Members.
2. The classes are defined as detailed in the General Judgment with the Class Members being those persons identified in Attachments A and B to the General Judgment already entered in this case.
3. Because the Court had previously ordered that Notice be sent to the Class Members pursuant to ORCP 32F(1) with the ability to request exclusion from this case, the Notice of the Settlement shall provide a process by which Class Members have the option to file objections to the Settlement.

In accordance with the foregoing terms, conditions and for purposes of this Settlement, this Court ORDERS as follows:

1. The classes shall remain as defined in the General Judgment with those listed in Attachments A and B to the General Judgment as Class Members.
2. The class period remains March 22, 2007 through and including March 22, 2013.
3. Plaintiffs Renee Maza, Jodi Real and Steve Price shall remain as the Class Representatives.
4. Attorneys David A. Schuck, Karen A. Moore and Stephanie Brown at Schuck Law, LLC shall remain as Class Counsel. These attorneys are capable of fairly

1 and adequately continuing their representation of the Class Members, in that they
2 have done extensive work identifying or investigating potential claims in the
3 action. Schuck Law is experienced in handling class actions and claims of the
4 type asserted in the Lawsuit; are knowledgeable of the applicable law; and have
5 committed the necessary resources to represent the Class.

6 5. Approval of the Notice of Class Action Settlement, which is exhibit 1 to the
7 Settlement Agreement. With respect to such form of Notice, the Court finds that
8 such form of notice meets the requirements of due process and provides the best
9 notice practicable under the circumstances and shall constitute due and sufficient
10 notice to all persons entitled thereto.
11

12 6. Approves the proposed detailed notice procedures as outlined in the Settlement
13 Agreement for providing Notice to Class Members. The Court finds that the
14 notice procedures in the Settlement Agreement are fair, adequate and reasonable
15 for providing the best notice practicable to Class Members. The Court appoints
16 RG2 Claims Administration LLC as “Settlement Administrator” to administer the
17 Settlement in accordance with this Order and the requirements set forth in the
18 Settlement Agreement.
19

20 7. Any Class Member who wishes to object to the Settlement Agreement, to the
21 proposed award of attorneys’ fees and costs, or to any request for compensation
22 for the Plaintiffs may file an Objection. Objectors or their attorneys intending to
23 appear at the Final Approval Hearing must include a written statement with any
24 objection and inform the court that they intend to appear at the Final Approval
25 Hearing. Any objector or their counsel who does not timely file and serve a
26

1 written objection complying with the requirements in the Settlement Agreement
2 shall be deemed to have waived any rights to object, and shall be foreclosed from
3 raising any objection to the Settlement. Any untimely objection shall be barred.

- 4 8. The Final Approval Hearing is scheduled for _____, 2025 to
5 determine, among other things:
6 a. Whether the Settlement should be given final approval as fair, reasonable and
7 adequate;
8 b. Whether Class Counsel's request for an award of attorneys' fees, costs and
9 expenses should be approved; and
10 c. Whether the Service Awards to the Class Representatives should be approved.
11
12 9. The Court reserves the right to continue the Final Approval Hearing without
13 further written notice.
14
15 10. The Court finds that the procedures, deadlines and timing of events as detailed in
16 the Settlement Agreement are fair, reasonable and adequate. The Court
17 incorporates those procedures, deadlines and the timing of events detailed in the
18 Settlement Agreement in this Order as if each were set forth herein.
19
20 11. The Court hereby retains jurisdiction for purposes of implementing the Settlement
21 Agreement and reserves the power to enter additional orders to effectuate the fair
22 and orderly administration of the Settlement Agreement as may from time to time
23 be appropriate and to resolve any and all disputes arising thereunder.

24 IT IS SO ORDERED.

1 **Stipulated and submitted by**
2 **SCHUCK LAW, LLC**

3 Date: _____

BUCKLEY LAW, PC

Date: _____

4 _____
5 David A. Schuck, OSB 993564
6 Karen A. Moore, OSB 040922
7 Stephanie J. Brown, OSB 0300019
8 Attorneys for Plaintiffs and Class

9 _____²
10 William Gaar, OSB 890464
11 Jillian Pollock, OSB 072494
12 Attorneys for Defendants

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26 ² Electronic signature provided after receipt of written permission by the corresponding attorney.
Page 5 – Order of Preliminary Approval of Stipulation and Settlement of Class Action

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3 **IN THE CIRCUIT COURT OF THE STATE OF OREGON**
4 **FOR THE COUNTY OF JACKSON**

5 **RENEE MAZA, JODI REAL, AND STEVE**
6 **PRICE**, individually and on behalf of all
7 similarly situated,

8 Plaintiffs,

9 v.

10 **WATERFORD OPERATIONS, LLC AND**
11 **COOS BAY REHABILITATION, LLC,**
12 Defendants.

Case No. 14CV03147

ORDER GRANTING FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT

13 This matter has come before the Court on Plaintiffs' Unopposed Motion for Final
14 Approval of the Stipulation and Settlement Agreement of Class Action.

15 WHEREAS, this Court has jurisdiction over settlement of a class action pursuant to
16 ORCP 32 and ORS 19.410(3);

17 WHEREAS, the Court takes notice that Class Member were previously given the
18 opportunity to request exclusion from the case, as required by ORCP 32F(1), and those that are
19 listed in Attachments A and B to the General Judgment did not request exclusion from the
20 Lawsuit;

21 WHEREAS, the Court has received and reviewed the Settlement Agreement entered into
22 between Plaintiffs as the Class Representatives, on the one hand, and Defendants Waterford
23 Operations, LLC and Coos Bay Rehabilitation, LLC, on the other hand, and has considered the
24 terms of the proposed settlement set forth therein;

25 WHEREAS, all terms contained herein shall have the same meanings as set forth in the
26 Settlement Agreement, unless otherwise defined herein;

1 WHEREAS, on _____, 2024, the Court entered its order preliminarily
2 approving the Settlement of this class action, approving the form and method of notice, and
3 setting a date and time for a final approval hearing to consider whether the Settlement should be
4 finally approved by the Court pursuant to ORCP 32 as fair, adequate, and reasonable (the
5 “Preliminary Approval Order”);

6 WHEREAS, the Preliminary Approval Order further directed that all Class Members be
7 given notice of the Settlement, the right to submit any objections to the Settlement, and the date
8 for the Final Approval Hearing;

9 WHEREAS, the Court has received a declaration from RG2, the appointed Settlement
10 Administrator, attesting that the notice procedures in the Settlement Agreement and the
11 Preliminary Approval Order have been carried out;

12 WHEREAS, the Court having considered that no Class Member has filed any objections
13 to the Settlement [alternatively, “all timely filed objections to the Settlement”]; and
14

15 WHEREAS, the Court having conducted the Final Approval Hearing on _____,
16 2025, with attorneys David A. Schuck and Karen A. Moore representing the Plaintiffs and Class
17 Members and attorneys William E. Gaar and Jillian Pollock representing the Defendants, and
18 having considered the arguments presented, all papers filed and all proceedings had therein;

19
20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

21 1. The Court has jurisdiction over the subject matter of this action, Plaintiffs, all
22 Class Members, and Defendants.

23 2. In accordance with ORCP 32, and the requirements of due process, all Class
24 Members have been given proper and adequate notice of the Settlement. Based upon the
25 evidence submitted by the Parties, the Settlement Agreement, the arguments of counsel, and all
26

1 the files, records and proceedings in this case, the Court finds that the Notice and notice
2 methodology implemented during the pendency of the litigation and further notice pursuant to
3 the Settlement Agreement and the Court's Preliminary Approval Order (a) constituted the best
4 practicable notice under the circumstances; (b) constituted notice that was reasonably calculated,
5 under the circumstances, to apprise Class Members of the Lawsuit, their right to object to the
6 Settlement, and their right to appear at the hearing; (c) were reasonable and constituted due,
7 adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable
8 requirements of ORCP 32 and any other applicable law.

9
10 3. The Settlement Agreement in this action warrants final approval pursuant to
11 ORCP 32, because it is fair, adequate, and reasonable to those it affects; resulted from the
12 parties' extensive good-faith arm's length negotiations; and is in the public interest considering
13 the following factors:

- 14 (a) the strength of the Plaintiffs' case;
- 15 (b) the expense and likely duration of Defendants' appeal;
- 16 (c) the amount offered in settlement;
- 17 (d) the stage of the proceedings;
- 18 (e) the experience and views of counsel; and
- 19 (f) the reaction of the class members to the proposed settlement.

20 See *Torrisi v. Tucson Elec. Power Co.*, 8 F.3d 1370, 1375 (9th Cir. 1993) (setting forth factors to
21 consider). Settlements that follow extensive and genuine arms-length negotiation are presumed
22 fair. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

23 4. The Motion For Final Approval is hereby GRANTED, and the Settlement
24 Agreement is hereby APPROVED as fair, reasonable, adequate, and in the public interest, and
25 the terms of the Settlement Agreement are hereby determined to be fair, reasonable and
26 adequate, for the exclusive benefit of the Class Members. The Parties and Settlement
Administrator are directed to consummate the Settlement Agreement in accordance with its

1 terms and this Court's orders.

2 5. The Court APPROVES payment of the Settlement Amount in accordance with
3 the terms of the Settlement Agreement.

4 6. The Court AWARDS payment of Class Representative Service Awards to Renee
5 Maza, Jodi Real, and Steve Price in the total amount of \$54,971.54.

6 7. The Court AWARDS payment to Class Counsel for \$1,605,542.57 in attorney
7 fees and \$55,669.63 in costs.

8 8. The plan for allocation of the Settlement Amount is hereby APPROVED as fair,
9 adequate, and reasonable. The Settlement Amount shall be distributed in accordance with the
10 terms and deadlines of the Settlement Agreement and any further orders of this Court.

11 9. Without affecting the finality of the Settlement, including the Released Claims as
12 of the Effective Date, this Court retains jurisdiction over (a) implementation of the Settlement
13 and the terms of the Settlement Agreement; (b) distribution of the Settlement Amount; and (c) all
14 other proceedings related to the implementation, interpretation, administration, consummation,
15 and enforcement of the terms of the Settlement Agreement and/or the Settlement.

16 10. Finally, the Court instructs Class Counsel to file the Satisfaction of Judgments, as
17 required by the Settlement Agreement, after all settlement administration and fund distribution
18 has been completed.

19
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21 IT IS SO ORDERED.

22
23
24 **Stipulated and submitted by**
25 SCHUCK LAW, LLC
26 Date: _____

BUCKLEY LAW, PC
Date: _____

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Attorneys for Plaintiffs and Class

William Gaar, OSB 890464
Jillian Pollock, OSB 072494
Attorneys for Defendants

¹ Electronic signature provided after receipt of written permission by the corresponding attorney.
Page 5 – Order Granting Final Approval of Class Action Settlement

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4 **IN THE CIRCUIT COURT OF THE STATE OF OREGON**
5 **FOR THE COUNTY OF JACKSON**

6 **RENEE MAZA, JODI REAL, AND**
7 **STEVE PRICE**, individually and on behalf
8 of all similarly situated,
9
10 Plaintiffs,

Case No. 14CV03147

SATISFACTION OF GENERAL
JUDGMENT AND
SUPPLEMENTAL JUDGMENT

11 v.

12 **WATERFORD OPERATIONS, LLC AND**
13 **COOS BAY REHABILITATION, LLC,**
14 Defendants.

15 PLEASE TAKE NOTICE that pursuant to the Stipulation and Settlement of Class Action
16 Claims, the Court's order granting Plaintiffs' Unopposed Motion for Final Approval, and all
17 administration of the Settlement having been finalized, the General Judgment entered into the
18 court record on May 22, 2023 and the Supplemental Judgment entered into the court record on
19 June 28, 2023 are fully and completely satisfied.

20 I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST
21 OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE
22 AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.

23 DATED: _____, 2025. Schuck Law, LLC

24 _____
25 David A. Schuck, OSB 993564
26 Karen A. Moore, OSB 040922
Stephanie J. Brown, OSB 0300019
Attorneys for Plaintiffs and Class

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Subscribed and affirmed before me in the county of Clark, State of Washington on this day of _____, 2025.

Notary's Signature

Commission Expiration