

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff MAICHEL BENTTON, individually and
On behalf of all others similarly situated

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

MAICHEL BENTTON individually and
on behalf of all others similarly situated,

Plaintiff,

v.

SEVITA HEALTH, formerly known as
Mentor Network, Inc.; MENTOR
MANAGEMENT, INC., a business form
unknown; THE MENTOR NETWORK,
INC., a business form unknown; FIRST
STEP INDEPENDENT LIVING
PROGRAM, INC, a California
Corporation; and DOES 1-50, inclusive,

Defendants.

Case Nos. 22STCV06236
ASSIGNED FOR ALL PURPOSES TO:
Hon. Elihu M. Berle
Dept. 6

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 29, 2024
Time: 10:00 a.m.
Dept.: 6

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2

3
4
5
6
7
8
9
10

11
12
13
14
15
16

17

18
19
20
21
22
23

24

25

26

27

28

Expenses; (7) Violation of Unfair Competition Law; and (8) civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor section 2698 et seq.

5. On or about October 10, 2023, Plaintiff filed a First Amended Complaint which consolidated the class and PAGA claims.

6. The Class Representative has vigorously prosecuted this case, and Defendants has vigorously contested it. The Parties engaged in sufficient investigation and discovery to assess the relative merits of the claims of the Class and of Defendants' defenses to them. Defendants has denied all of Plaintiff s' allegations in their entirety and any liability or wrongdoing of any kind.

7. In summary, Plaintiff's Counsel performed a thorough investigation into the claims at issue, which included: (1) determining Plaintiff's suitability as private attorneys general and class representative through interviews, background investigations, and analyses of employment files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing employees' time and wage records and driver manifest; (5) reviewing Defendants' employment policies and practices; (6) researching settlements in similar cases and the prior settlement in this case; (7) evaluating Plaintiff's claims and estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

Mediation

8. On March 8, 2023, the Parties engaged in private mediation with a well-respected wage and hour class action mediator, Tripper Ortman. Prior to mediation, Plaintiff requested and Defendants produced extensive documentation including time and pay data records for approximately 95 employees which equaled approximately 20% of the class, policy documents applicable to the class during the Class Period, class size information, hire and term dates, information on the number of pay periods and workweeks, and information regarding the hourly rates and workweek. In short, Defendants provided discovery sufficient to enable the Plaintiff and Class Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential damages arising from the claims made in this case. As a result of the

1 mediation and subsequent settlement efforts, the Parties agreed to settle this matter for the Gross
2 Settlement Amount of \$1,042,500.00 for approximately 894 class members and the terms of
3 which are fully memorialized in the Settlement Agreement.

4 9. “Settlement Class” means All current and former non-exempt employees
5 employed by Defendants in their California facilities at any time from February 17, 2018 through
6 July 8, 2023.

7 10. The settlement negotiations were hard-fought and conducted in good faith and at
8 arm’s length between attorneys with substantial experience litigating class action and wage-and-
9 hour cases. The settlement was the product of a non-collusive settlement process. The final
10 settlement amount was reached as a result of reasonable compromises in light of these
11 considerations. The Parties entered into a long form Settlement Agreement which is now
12 presented for Court approval.

13 11. From Class Counsel’s review of the facts, strengths, and weaknesses of the case,
14 the risks and delays posed by further litigation, and Class Counsel’s own prior litigation
15 experience, Class Counsel believe that the recovery for each Settlement Class Member is fair and
16 reasonable taking into consideration the amounts received in other wage and hour class actions,
17 the risks inherent in litigation of this genre, and the reasonable.

18 **The Claims**

19 12. The predominant claims in this action arise from alleged violations of California
20 that Defendants compensated employees on a piece rate basis that did not always equate to
21 minimum wages and thus failed to compensate for minimum wages under the California Labor
22 Code and the Fair Labor Standards Act. Plaintiff also alleges that Defendants failed to provide
23 meal periods and failed to permit and authorize paid rest periods to employees or to reimburse
24 business expenses. Plaintiff also alleges a variety of additional claims, including derivative claims
25 for failure to pay wages upon separation and inaccurate wage statements. Plaintiff alleges that
26 these practices resulted directly from the implementation and enforcement of Defendants’ own
27 policies and practices.

28 13. Defendants’ time keeping records, payroll records, and review other relevant data

1 points, were analyzed to come up with a damage model to determine Defendants' exposure for the
2 class.

3 14. As discussed thoroughly in the motion for preliminary approval, the GSA is well
4 within the acceptable range of reasonableness for the claims of the Settlement Class Members.
5 After analysis and review of Defendants' time and pay record production and other payroll data,
6 Class counsel estimates the overall value of the claims at approximately \$10,893,084.00 should
7 Plaintiff prevail at the class certification stage, trial, and survive any appeals and win on all claims
8 and be awarded maximum damages for all class members and certain assumptions and
9 extrapolations were confirmed with further discovery. This amount was reduced by a reasonable
10 50% to account for the risks of continued litigation and not prevailing on one or more claims and
11 the Court not awarding penalties based upon Defendants' good faith arguments.

12 15. Discovery revealed the average hourly rate was \$13.86 and the average
13 hourly weighted OT rate was \$14.69. **The value of the rounding claim is approximately**
14 **\$70,353.36 while the off the clock claim is valued at approximately \$198,755** (0.41 or
15 25 minutes per workweek X \$14.69 weighted avg hourly wage rate X 33,000 workweeks).
16 As for the meal period claim, there were approximately 25,988 work shifts that were 6
17 hours or greater and qualified for a meal. Of those shifts, there was approximately a
18 37.10% violation rate. As a result, the **meal period claim was valued at \$133,271** (9,615
19 shifts X \$13.86). Due to many part time shifts, the rest break claim was given little to no
20 value. Defendants also potentially owe to class members **\$628,689 in waiting time**
21 **penalties** (for a total of 252 termed employees X \$13.86 X 6 hour avg shift X 30).
22 Defendants also potentially owe to class members **\$584,100 in PAGA penalties (\$100 X**
23 **5,841 pay periods)**. The value of the paystub penalty pursuant to Labor Code section 226
24 is valued at \$537,550.00. The value of the failure to reimburse necessary business
25 expenses was approximately **\$414,311.21 for personal cell phone use and \$251,698.37**
26 **for mileage.**
27

28 16. As a result, the GSA of \$1,042,500.00 represents a reasonable recovery and

1 approximately 14%-29% of the overall potential value. This recovery could easily be much
2 higher if at trial PAGA penalties were reduced or damages for certain pay periods or workweeks
3 could not be proven for certain individuals. The proposed GSA is within the “ballpark of
4 reasonableness” and should be approved. Counsel for Plaintiff believes that this is a fair and
5 reasonable Settlement in light of the complexities of the case, the state of the law and uncertainties
6 of class certification and litigation, the policies and practices Defendants has had in place or
7 implemented during the purported liability period, and the benefit to be recovered for the Class.
8 Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable and is in the
9 best interests of the Settlement Class, and should be finally approved.

10 17. Based on the Net Settlement Amount of \$614,524.35, on average each
11 Settlement Class Member will receive approximately \$673.41. The highest amount a Settlement
12 Class Member will receive is approximately \$4,694.47. The lowest payment is estimated to be
13 approximately \$33.29 for someone who worked only one pay period. To the extent
14 any amount for Attorneys’ Fees, Costs, Claims Administration Costs or Incentives are not
15 awarded, the difference in those amounts will be added to the NSA. This is a guaranteed amount
16 of money paid to Settlement Class Members now, rather than the continued risk of further
17 litigation and receiving no money sometime in the far future and after trial and appeals.

18 18. The PAGA members who worked during the PAGA period will be paid a PAGA
19 Payment based upon a pro rata share of the number of pay periods each PAGA member worked
20 compared to the total pay periods worked by all PAGA group members during the PAGA period
21 of February 17, 2021 through July 8, 2023. As a result, there are approximately 417 PAGA
22 members who will each receive approximately \$29 per PAGA member.

23 19. I believe that the consideration and terms set forth in the Settlement Agreement is
24 fair, reasonable, and adequate and are in the best interests of the Settlement Class in light of all
25 known facts and circumstances, including the various defenses asserted by Defendants, and
26 numerous potential appellate issues. In addition, the prospect of a potential adverse summary
27 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
28 litigation, the lengthy process of establishing specific damages and various possible delays and

1 appeals, were also carefully considered in agreeing to the proposed Settlement.

2 20. Further, beyond the risk of an adverse ruling on the merits or certification, Class
3 Counsel considered the fact that continued litigation would likely take years and would be
4 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
5 appellate proceedings are likely to occur, which will surely drag the case far into the future even
6 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
7 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
8 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
9 Given these realities, it is highly likely that the future expense of this litigation, and its likely
10 duration if the settlement is not approved, would be significant and weigh heavily in favor of
11 approval of this settlement.

12 21. Given the risks inherent in litigation, this settlement is fair, adequate, and
13 reasonable and is in the best interests of the Settlement Class, and should be finally approved.

14 **Experience of Class Counsel**

15 22. My practice is limited exclusively to litigation, focusing on the representation of
16 employees in wage and hour and consumer class action matters I have a great deal of experience
17 in wage and hour class action litigation. I have obtained certification of several classes, I have
18 been approved as class counsel in many other wage/hour class actions, and I am currently
19 litigating numerous others. Although not an all inclusive list, over the years I have prosecuted the
20 following class action matters as lead and/or co-lead counsel, all of which implicated similar law
21 and facts to those associated with this action:

22 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
23 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
24 wages for meal period and rest periods and resultant penalties. Case settled, Final
25 Approval granted, no objections and funds fully distributed.

26 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
27 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
28 classification of insurance claims adjusters employed by Gallagher Bassett, a third

1 party administrator (TPA) in the State of California. Certification granted. Plaintiff's
2 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
3 fully distributed.

4 c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
5 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
6 overtime and meal and rest break violations for production workers in the State of
7 California. Plaintiff's Counsel appointed as Lead Counsel. Case settled, Final
8 Approval granted, no objections and funds fully distributed.

9 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
10 Wage and Hour Class Action case seeking past wages for meal and rest period
11 violations for retail employees in the State of California. Plaintiff's counsel appointed
12 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
13 distributed.

14 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
15 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
16 rest period violations for retail employees in the State of California. Plaintiff's
17 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
18 objections and funds fully distributed.

19 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
20 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
21 wages for overtime, meal and rest break violations for driver employees in the State of
22 California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class.
23 Arbitration Award confirmed. Plaintiff's counsel, lead trial counsel and class counsel.
24 Case settled, Final Approval granted, no objections and funds fully distributed.

25 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
26 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
27 overtime, meal and rest breaks violations for production employees in the State of
28 California. Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval

1 granted, no objections and funds fully distributed.

2 h. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside County
3 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
4 wages for overtime, meal and rest break violations for production employees in the
5 State of California. Plaintiff's counsel appointed as co-lead counsel. Case settled,
6 Final Approval granted, no objections and funds fully distributed.

7 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
8 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
9 rest break violations for restaurant employees in the State of California. Plaintiff's
10 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
11 fully distributed.

12 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
13 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
14 and rest break violations for security officers in the State of California. Plaintiff's
15 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
16 objections and funds fully distributed.

17 k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court,
18 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
19 seeking past wages for meal and rest break violations for security officers employed by
20 Defendants in the State of California. Plaintiff's counsel and co-counsel. Case settled,
21 Final Approval granted and funds fully distributed.

22 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court,
23 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
24 meal and rest break violations for housekeepers employed by Defendants in the State
25 of California. Plaintiff's counsel appointed as lead counsel. Case settled, Final
26 Approval granted, no objections and funds fully distributed.

27 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
28 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and

1 rest period violations for non-exempt employees employed by Defendants in the state
2 of California. Case settled. Final Approval granted, no objections and funds fully
3 distributed.

4 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
5 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
6 for field and branch employees of Defendants in the State of California. Plaintiff's
7 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections
8 and funds fully distributed.

9 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
10 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
11 employees of Defendants in the State of California. Plaintiff's counsel appointed as
12 lead counsel. Case settled, Final Approval granted, no objections and funds fully
13 distributed.

14 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
15 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
16 break violations for security guards employed by Defendants in the State of California.
17 Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no
18 objections and funds fully distributed.

19 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
20 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
21 rest break violations for production employees employed by Defendants in the State of
22 California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval
23 granted, no objections and funds fully distributed.

24 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court, Case
25 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
26 break violations for restaurant employees employed by Defendants in the State of
27 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
28 Approval granted, no objections and funds fully distributed.

1 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC
2 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
3 classification of managers employed by Defendants, DBA Carl's Jrs. in the State of
4 California. Plaintiff's counsel appointed as co-lead counsel. Case settled, Final
5 Approval granted, no objections and funds fully distributed.

6 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No.
7 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest
8 break violations for retail employees employed by Defendants in the State of
9 California. Plaintiff's counsel appointed lead counsel. Case settled, Final Approval
10 granted, no objections and funds fully distributed.

11 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
12 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-
13 classification of managers employed by Defendants in the State of California.
14 Plaintiff's counsel appointed lead counsel. Case settled, Final Approval granted, no
15 objections and funds fully distributed.

16 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case
17 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal
18 and rest break violations for production workers employed by Defendants in the State
19 of California. Plaintiff's counsel appointed lead counsel. Case settled; final approval
20 granted; no objections and funds fully distributed.

21 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
22 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,
23 meal and rest period violations for production employees employed by Defendants in
24 the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final
25 Approval granted, no objections and funds fully distributed.

26 **Reasonableness of Attorneys' Fees**

27 23. Here, the Parties' agreement to pay Class Counsel Fees of \$347,500.00
28 (1/3 of the GSA) is reasonable. My firm has been the only counsel to represent Plaintiff and the

Settlement Class in this matter, and we have borne the entire risk and cost of this litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my experience and the extensive review and analysis of documents and information by me and others at my firm. In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side of the market rate for contingency fees.

24. A review of my firm's detailed billing system reveals that to date, my firm as Class Counsel, on behalf of Plaintiff and the Settlement Class, invested approximately 315.20 hours litigating this matter through the date of this declaration for a total lodestar of **\$252,535** in fees. Given that Plaintiff's counsel's lodestar is slightly less than the requested fees, Plaintiff respectfully requests a modest multiplier of approximately 1.4. the lodestar fees are broken down as follows:

Name and Title of Professional	Hours	Rate (2023)	Lodestar
James Hawkins (Attorney)	118.40	\$950	\$124,320.00
Gregory Mauro (Attorney)	136.70	\$850	\$116,195.00
Melissa Whitson (Legal Assistant)	60.10	\$200	\$12,020.00
TOTAL HOURS AND LODESTAR FOR JAMES HAWKINS APLC	315.20		\$252,535

25. In addition to the requested attorneys' fees, our office has expended a total of **\$22,975.65** in costs in prosecuting this action. These costs have been necessary costs associated with prosecution of this important matter. Counsel for Plaintiff respectfully requests the Court grant the request to have these costs repaid from the Settlement. Attached as **Exhibit C** is a true and correct copy of Class Counsel James Hawkins costs bill.

26. Despite the complexity of the case, Class Counsel has, through the investment of substantial effort and the resources of my law firm been able to secure an outstanding settlement on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been

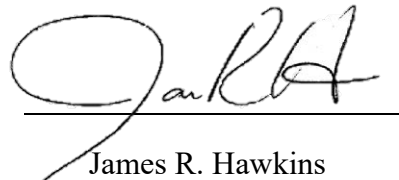
1 required to establish a significant amount of witness testimony, pattern and practice evidence,
2 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
3 their case both at the class certification stage and trial. Defendants has vigorously contested
4 liability, the amount of claimed damages, and the propriety of class certification, and would have
5 continued to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and
6 adequate and in the best interests of the Settlement Class. The fairness and adequacy of the
7 Settlement is confirmed by all known facts and circumstances, including the risk of significant
8 delay and uncertainty associated with litigation, the various defenses asserted by Defendants, and
9 numerous potential appellate issues.

10 **Reasonableness of the Class Representative Service Award**

11 27. The parties request payment of an Class Representative Service Award from the
12 non-reversionary Gross Settlement Amount to the Class Representative in the amount of
13 \$7,500.00 in addition to the payment he is otherwise entitled to receive as a Class Member. The
14 proposed Class Representative Service Award is reasonable compensation given the time and
15 effort that the named Plaintiff devoted to this case; the valuable assistance they provided to Class
16 Counsel; and the fact that they entered into a general release of claims that is broader than the
17 release of the Class.

18 28. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case,
19 including providing factual background for the Class Complaint; reviewing the relevant
20 documents, and Complaint; having their depositions taken; participating in phone calls with their
21 lawyers to discuss litigation and settlement strategy; and reviewing the settlement documents.
22 Plaintiff agreed to participate in this case with no guarantee of personal benefit. Attached hereto as
23 **Exhibit D** is a true and correct copy of the declaration of Plaintiff Bentton.

24 I declare under penalty of perjury that the foregoing is true and correct. Executed on
25 December 29, 2023 at Irvine, California.

26 
27 James R. Hawkins
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

1 JAMES HAWKINS APLC
2 James R. Hawkins, Esq. (#192925)
3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
5 Lauren Falk, Esq. (#316893)
6 Ava Issary, Esq. (#342252)
7 9880 Research Drive, Suite 200
8 Irvine, CA 92618
9 Tel.: (949) 387-7200
10 Fax: (949) 387-6676
11 Email: James@jameshawkinsaplc.com
12 Email: Greg@jameshawkinsaplc.com
13 Email: Michael@jameshawkinsaplc.com
14 Email: Lauren@jameshawkinsaplc.com
15 Email: Ava@jameshawkinsaplc.com
16 Attorneys for Plaintiff MAICHEL BENTTON,
17 individually and on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 MAICHEL BENTTON, individually and on
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 SEVITA HEALTH, formerly known as
18 Mentor Network, Inc.; MENTOR
19 MANAGEMENT, INC., a business form
20 unknown; THE MENTOR NETWORK, INC.,
21 a business form unknown; FIRST STEP
22 INDEPENDENT LIVING PROGRAM, INC,
23 a California Corporation; and DOES 1-50,
24 inclusive,

25 Defendants.

FILED
Superior Court of California
County of Los Angeles
10/26/2023

David W. Slayton, Executive Officer / Clerk of Court
By: P. Herrera Deputy

Case Nos. 22STCV06236 and 22STCV13818
ASSIGNED FOR ALL PURPOSES TO:
Hon. Elihu M. Berle
Dept. 6

~~AMENDED [PROPOSED]~~ ORDER
GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: October 25, 2023
Time: 08:30 a.m.
Dept.: 6

1 **ORDER**

2 This matter came on for hearing on October 18, 2023, at 08:30 a.m. a.m. in Department 6 of
3 the above-captioned court on the Motion for Preliminary Approval of Class Action Settlement, upon
4 the terms and conditions set forth in the Stipulation of Settlement (hereinafter "Settlement
5 Agreement").

6 The Court, having fully reviewed the Motion for Preliminary Approval of Class Action
7 Settlement, the Memorandum of Points and Authorities and Declarations filed in support thereof,
8 the Settlement Agreement and its amendments, including the proposed Class Notice, and in
9 recognition of the Court's duty to make a preliminary determination as to the reasonableness of any
10 proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper
11 notice is provided to Settlement Class Members in accordance with due process requirements, and
12 to set a Final Approval Hearing to consider the proposed Settlement Agreement as to the good faith,
13 fairness, adequacy and reasonableness of any proposed settlement, and having heard the argument
14 of Counsel for the respective parties, the Court **HEREBY MAKES THE FOLLOWING**
15 **DETERMINATIONS AND ORDERS:**

16 It appears to the Court on a preliminary basis that the Maximum Settlement Amount is fair
17 and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, the liability and damages issues involved, and the potential
19 for appeals. It further appears that sufficient investigation, research, and litigation have been
20 conducted such that counsel for the Parties at this time is able to reasonably evaluate their respective
21 positions. It further appears that the Settlement at this time will avoid substantial costs, delay and
22 risks that would be presented by the further prosecution of the litigation. It further appears that the
23 proposed Settlement has been reached as the result of intensive, serious and non-collusive
24 negotiations between the Parties. ACCORDINGLY, GOOD CAUSE APPEARING, THE
25 MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT IS HEREBY
26 GRANTED, AND AS A PART OF SAID PRELIMINARY APPROVAL, THE COURT HEREBY
27 ORDERS THAT THE SETTLEMENT CLASS BE CONDITIONALLY CERTIFIED FOR
28 SETTLEMENT PURPOSES ONLY, AND THAT JAMES HAWKINS, APLC BE

1 CONDITIONALLY AND PRELIMINARILY APPOINTED CLASS COUNSEL. MORE
2 SPECIFICALLY, THE COURT FINDS AS FOLLOWS:

3 The Court finds on a preliminary basis that the Settlement between Plaintiff and Defendants
4 appear to be within the range of reasonableness of a settlement which could ultimately be given final
5 approval by this Court. The Court preliminarily finds that the terms of the Settlement are fair,
6 reasonable, and adequate, pursuant to Section 382 of the California Code of Civil Procedure.

7 The Court notes that Defendants have agreed to a non-reversionary Maximum Settlement
8 Amount of \$1,042,500.00 to resolve Los Angeles County Superior Court Case Nos. 22STCV06236,
9 and 22STCV13818. Defendants will pay out the entirety of the Maximum Settlement Amount to
10 the Participating Class Members and PAGA Employees, less deductions for attorneys' fees and
11 costs, the service payment, reasonable expenses of the third-party Settlement Administrator, and the
12 LWDA for PAGA penalties.

13 The Court finds that the elements of numerosity, commonality, typicality and adequacy have
14 been established to support conditional certification of the Settlement Class for settlement purposes,
15 with Plaintiff acting as the Class Representative.

16 The Court hereby appoints, for settlement purposes, Plaintiff MAICHEL BENTTON as the
17 Class Representative and finds Plaintiff is an adequate representative for the Settlement Class for
18 settlement purposes. The Court further finds that James Hawkins APLC has preliminarily
19 established adequacy to be appointed as Class Counsel and appoints the firm as Class Counsel.

20 The Class as identified in the Settlement is provisionally certified by this Order.

21 The Court finds that the proposed manner of class notice is adequate.

22 The Court approves CPT Group, Inc., to serve as the Settlement Administrator.

23 The Court further hereby approves the proposed Notice of Class Action Settlement attached
24 hereto as **Exhibit A** and Orders to the notice to be mailed to the Settlement Class.

25 The Court finds that the Notice of Class Action Settlement constitutes the best notice
26 practicable under the circumstances, is in full compliance with the laws of the State of California
27 and, to the extent applicable, the United States Constitution and the requirements of due process.
28 The Court further finds that the Class Notice fully and accurately informs the Settlement Class of

1 all material elements of the proposed Settlement, of each Settlement Class Member's right to be
2 excluded from the Settlement Class, and each Settlement Class Member's right and opportunity to
3 object to the proposed Settlement. The Notice of Class Action Settlement adequately advises the
4 Class about: the Class Action; the terms of the proposed Settlement and the benefits available to
5 each Settlement Class Member; each Settlement Class Member's right to participate, submit an
6 exclusion/Opt-Out, or Objection to the proposed Settlement, and the timing and procedures for
7 doing so; the temporary and conditional certification of the Settlement Class for settlement purposes
8 only; preliminary Court approval of the proposed Settlement; timing and procedures for distributing
9 the Gross Settlement and the Individual Settlement Payments to the Participating Class Members;
10 and the date of the Final Approval Hearing as well as the rights of the Settlement Class to file
11 documentation in support of or in opposition to and appear in connection with said hearing.

12 ACCORDINGLY, GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES
13 THE PROPOSED CLASS NOTICE PACKET TO THE CLASS AND FINDS that mailing to the
14 last known address of the Settlement Class, as specifically described within the Settlement
15 Agreement, constitutes an effective method of notifying Settlement Class Members of their rights
16 with respect to the proposed Settlement. ACCORDINGLY, IT IS HEREBY ORDERED that:

17 By November 15, 2023, Defendants shall provide the Settlement Administrator with the
18 Class Information for purposes of mailing the Class Notice. The Settlement Administrator shall
19 maintain the Class Information as private and confidential and shall not disclose such data to any
20 persons or entities other than Counsel for Defendants, except that, subject to Defendants' approval,
21 relevant information can be provided to Class Counsel if necessary for Class Counsel to respond to
22 inquiries or requests from Class Members. The Class Information is being supplied solely for
23 purposes of the administration of the Settlement set forth in this Agreement and cannot be used by
24 the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the
25 Class Information will not be used to solicit Class Members to file any claim, charge, or complaint
26 of any kind whatsoever against the Defendants and/or the Released Parties and will only be used to
27 administer the Settlement under the terms provided herein.

28 IT IS FURTHER ORDERED that by November 29, 2023, the Settlement Administrator will

1 mail copies of the Class Notice via regular First-Class U.S. Mail.

2 IT IS FURTHER ORDERED that, for any Class Notice returned to the Settlement
3 Administrator as undeliverable with no forwarding address, the Settlement Administrator shall
4 conduct an advanced skip trace to locate the most current address of the person to whom the Notice
5 was addressed within five (5) business days, and, if an updated mailing address is identified, shall
6 resend the Notice to any updated address within three (3) business days of obtaining the updated
7 address. Further, the Settlement Administrator shall promptly re-mail returned notices to the
8 forwarding address affixed thereto. Class Members who receive a re-mailed Class Notice shall have
9 fourteen (14) calendar days from the date of re-mailing to respond or until the Response Deadline
10 has expired, whichever is later.

11 IT IS FURTHER ORDERED that Class Members who disagree with the number of Pay
12 Periods stated on their Class Notice may provide documentation and/or a written explanation to the
13 Settlement Administrator to show contrary information by January 29, 2024. If there is a dispute,
14 the Settlement Administrator will consult with the Parties to determine whether an adjustment is
15 warranted. The Settlement Administrator shall determine a Class Member's eligibility for, and the
16 amounts of, any Individual Settlement Payment under the terms of this Agreement. The Settlement
17 Administrator's determination of the eligibility for and amount of any Individual Settlement
18 Payment will be binding upon the Class Members and the Parties. Defendants' records will be given
19 a rebuttable presumption of accuracy.

20 IT IS FURTHER ORDERED that any disputes not resolved by the Settlement Administrator
21 concerning the administration of the Settlement will be resolved by the Court under the laws of the
22 State of California. Prior to any such involvement of the Court, counsel for the Parties will confer
23 in good faith to attempt to resolve the dispute without involving the Court.

24 IT IS FURTHER ORDERED that individuals who fall within the definition of the Class may
25 choose to exclude themselves as Participating Class Members (but not as PAGA Aggrieved
26 Employees). The Class Notice shall state that Class Members who wish to exclude themselves from
27 such Settlement must submit a to exclude themselves that need not be in any particular form and
28 will be considered a valid request for exclusion so long as it communicates a clear desire by the

1 Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies
2 his/her/their full name, address, telephone number, last four digits of the Social Security number,
3 along with his/her/their signature. No requests for exclusion shall be accepted if postmarked after
4 January 29, 2024. Class Members are responsible to maintain a photocopy of their request for
5 exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness
6 of a request for exclusion or whether a written communication constitutes a valid request that cannot
7 be resolved between the Parties shall be determined by the Court, whose determination shall be
8 final.

9 IT IS FURTHER ORDERED that every Class Member who does not validly and timely
10 exclude themselves shall be deemed a Participating Class Member. The Parties' counsel shall
11 receive a copy of all valid Requests for Exclusion from the Settlement Administrator within ten (10)
12 calendar days after the Response Deadline.

13 IT IS FURTHER ORDERED that the Class Notice shall state that Class Members who wish
14 to object to the Settlement (but not as a PAGA Aggrieved Employee) may do so in person at the
15 Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be
16 mailed to the Settlement Administrator by the Response Deadline^{of Jan. 29, 2024.} The date of mailing on the
17 envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely
18 received. Any Class Member who makes a timely request for exclusion has waived their right to
19 object. The Objecting Class Member shall inform the Court and the Parties in the objection of (1)
20 full name and current address of the Objecting Class Member; and (2) the specific reason(s) for the
21 objection; and (3) shall also provide any and all evidence and supporting papers (including, without
22 limitation, all briefs, written evidence, and declarations) to be considered by the Court. Any
23 Objecting Class Member who wishes to appear at the Final Approval Hearing and be heard orally
24 in support of, or in opposition to the class action settlement, must state so in the objection. Class
25 Members shall have no right to object to the PAGA release or PAGA Payment.

26 IT IS FURTHER ORDERED the Settlement Administrator shall file their report by February
27 16, 2024.

28 IT IS FURTHER ORDERED the Class Counsel shall file any response to objections by

February 16, 2024.

IT IS FURTHER ORDERED that the Final Approval Hearing shall be held on February 29, 2024 at 10:00 a.m. in Department 6 of the above captioned Courthouse to consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily approved by this Order Granting Preliminary Approval, and to consider the application of Class Counsel for an award of attorneys' fees, costs, and class representative enhancement. The Court may continue the Final Approval Hearing to another date at its discretion.

IT IS FURTHER ORDERED that all briefs and materials in support of an Order Granting Final Approval and application for attorneys' fees and costs and class representative enhancement shall be filed with this Court no later than December 29, 2023.

IT IS FURTHER ORDERED that, if for any reason the Court does not execute and file an Order Granting Final Approval and Judgment, or if the Effective Date does not occur for any reason whatsoever, the Settlement Agreement and the proposed Settlement which is the subject of this Order and all evidence and proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Parties to the litigation as more specifically set forth in the Settlement Agreement.

IT IS FURTHER ORDERED that, pending further order of this Court, all proceedings in this matter except those contemplated herein and in the Settlement Agreement are stayed.

The Court expressly reserves the right to adjourn or continue the Final Fairness Approval Hearing from time to time without further notice to the Class.

IT IS SO ORDERED.

Dated: October 26, 2023



Elihu M. Berle

Elihu M. Berle / Judge

Honorable Elihu M. Berle

JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MAICHEL BENTTON individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

SEVITA HEALTH, formerly known as Mentor
Network, Inc.; MENTOR MANAGEMENT, INC., a
business form unknown; THE MENTOR NETWORK,
INC., a business form unknown; FIRST STEP
INDEPENDENT LIVING PROGRAM, INC, a
California Corporation; and DOES 1-50, inclusive,

Defendants.

Case Nos. 22STCV06236 and 22STCV13818

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit and a California Private Attorneys General Act ("PAGA") lawsuit (collectively, the two lawsuits are referred to as the "Action") against Defendants First Step Independent Living Program, Inc. ("First Step") and Mentor Management, Inc.'s ("MMI") (collectively, "Defendants") for alleged wage and hour violations.

Plaintiff Maichel Bentton ("Plaintiff") filed the Action on behalf of herself and all current and former nonexempt employees employed by Defendants in their California facilities at any time from February 17, 2018 through July 8, 2023 (the "Class Period") (collectively referred to as "Class Members"). Plaintiff alleges Defendants failed to pay Class Members wages, failed to provide Class Members all required meal and rest periods, failed to provide Class Members with accurate and complete wage statements, failed to timely pay all wages during employment and at the time of separation of employment, failed to adequately reimburse Class Members for all business expenditures and, as a result of the foregoing alleged violations, engaged in unfair business practices. Plaintiff also alleges that Defendants are liable for civil penalties under PAGA as to all current and former nonexempt employees employed by Defendants in their California facilities at any time from February 17, 2021 through July 8, 2023 (the "PAGA Period") (collectively referred to as "Aggrieved Employees").

The proposed Settlement is a Class Action and PAGA Settlement requiring Defendants to fund Individual Class Payments and Individual PAGA Payments. Based on Defendants' records, and the Parties' current assumptions: (1) your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) based on an estimated [REDACTED] pay periods worked during the Class Period; and (2) your Individual PAGA payment is estimated to be \$ [REDACTED] based on an estimated [REDACTED] pay periods worked during the PAGA Period. The actual amount(s) you may receive likely will be different and will depend on a number of factors. The above estimates are based on Defendants' records showing the number of pay periods during the Class and PAGA Periods. If you believe that you worked more pay periods during these periods, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood

it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

1. **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for, as applicable, an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert covered Class Period claims against Defendants. As an Aggrieved Employee, you will give up your right to assert covered PAGA Period claims against Defendants.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class settlement (opt-out), but not the PAGA settlement, by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing pursuant to this Notice. If you opt-out of the Class settlement, you will not receive an Individual Class Payment and will preserve your right to personally pursue Class Period claims against Defendants. However, all Aggrieved Employees, including those who opt out of the Class settlement, will be bound by the PAGA settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and (as applicable) an Individual PAGA Payment (as applicable). In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims) and related PAGA claims (PAGA Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is January 29, 2024	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. Even if you opt-out of the Class settlement, if you are an Aggrieved Employee you will be bound by the PAGA settlement.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by January 29, 2024	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the February 29, 2024 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on February 29, 2024 at 10:00 a.m. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Pay periods Written Challenges Must be Submitted by January 29, 2024.	The amounts of your Individual Class Payment and Individual PAGA Payment depend on how many pay periods you worked at least one day during the Class Period and PAGA Period. The number Class Period and PAGA Period pay periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by January 29, 2024. See Section 4 of this Notice.
---	---

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former First Step employee. The Action accuses Defendants of violating California labor laws by failing to pay wages, failing to provide all required meal and rest periods, failing to provide accurate and complete wage statements, failing to timely pay all wages during employment and at the time of separation of employment, failing to adequately reimburse for all business expenditures and, as a result of the foregoing alleged violations, engaging in unfair business practices and subjecting Defendants to penalties under PAGA.

Defendants deny that they have done anything wrong. Defendants deny that they owe Plaintiff or the Class Members any wages, reimbursement, restitution, premiums, penalties, or other damages. Defendant contends it complies with all applicable laws. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendants, which expressly deny all liability.

The parties are represented by the following attorneys:

Attorneys for the Plaintiffs/Class Members: JAMES HAWKINS APLC James R. Hawkins james@jameshawkinsaplc.com Gregory Mauro greg@jameshawkinsaplc.com Michael Calvo michael@jameshawkinsaplc.com Ava Issary ava@jameshawkinsaplc.com 9880 Research Drive, Suite 200 Irvine, CA 92618 Tel: (949) 387-7200 Fax: (949) 387-6676 Jameshawkinsaplc.com	Attorneys for Defendant: DELFINO MADDEN O'MALLEY COYLE & KOEWLER LLP Daniel J. Coyle dcoyle@delfinomadden.com Shaye Schrick sschrick@delfinomadden.com Caroline M. Colangelo ccolangelo@delfinomadden.com 500 Capitol Mall, Suite 1550 Sacramento, California 95814 Tel: (916) 661-5700 Fax: (916) 661-5701 delfinomadden.com
---	---

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the

Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay One Million Forty-Two Thousand Five Hundred Dollars and No Cents (\$1,042,500.00) as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, PAGA Payments (including Individual PAGA Payments to Aggrieved Employees and PAGA payments to the State), Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than ten (10) business days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to Three Hundred and Forty-Seven Thousand Dollars and Zero Cents (\$347,500.00) to Class Counsel for attorneys’ fees and up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - a. Up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - b. Up to Sixteen Thousand Dollars and Zero Cents (\$16,000.00) to the Administrator for services administering the Settlement.
 - c. Fifty Thousand Dollars and Zero Cents (\$50,000.00), which has been set aside by the parties for PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), will be payable to the California Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be payable to Aggrieved Employees as the “PAGA Amount.”

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement Amount” or “NSA”) by making Individual Class Payments to Participating Class Members based on their Class Period pay periods.
4. PAGA Amount Payable to Aggrieved Employees. In addition to the NSA, Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) of the Gross Settlement has been designated as the “PAGA Amount” as described above. The Administrator will distribute the PAGA Amount by making Individual PAGA Payments to Aggrieved Employees based on their PAGA Period pay periods.
5. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages (“Wage Portion”) and 75% to reimbursement, penalties, and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Class Members are responsible for the employee portion of payroll taxes they owe on the Wage Portion; Defendants will separately pay the employer portion of payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. Plaintiff and Defendants are asking the Court to approve an allocation of 100% of each Individual PAGA Payment to penalties; the Administrator will report the Individual PAGA Payments on IRS 1099

Forms. Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

6. Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check(s) are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
7. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **January 29, 2024**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **January 29, 2024**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments and will preserve their rights to personally pursue wage and hour claims against Defendants. Aggrieved Employees, including those who opt-out of the Class portion of the Settlement, will still be bound by the PAGA portion of the Settlement.
8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
9. Administrator. The Court has appointed a neutral company, CPT Group Class Action Administrators (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.
10. Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement, Class Members will be legally barred from asserting any of the claims released under the Settlement as follows:

Release of Participating Class Members: All Class Members who do not opt-out ("Participating Class Members") will fully release and discharge Defendants and all of their past and present parent companies, affiliates, controlling persons, subsidiaries, directors, officers, members, shareholders and investors, agents, attorneys, employees, and benefit plans sponsored by any such entities (collectively the "Released Parties") from all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the Actions, including claims for: (i) failure to pay wages including overtime; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) waiting time penalties; (v) failure to provide accurate itemized wage statements; (vi) failure to reimburse expenses; (vii) unlawful business practices; and (viii) declaratory relief that could have been premised on the claims, causes of action or legal theories pleaded in the Actions; and (x) all damages, penalties, interest, costs (including attorneys' and expert/consultants' fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged in the Actions (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The res judicata effect of the judgment will be the same as that of the Release.

Release of Aggrieved Employees: All Aggrieved Employees (regardless of whether they opt-out) will release all claims for civil penalties under PAGA arising during the PAGA Period (“the PAGA Released Claims”). The period of the Release shall extend to the limits of the PAGA Period. The res judicata effect of the judgment will be the same as that of the Release.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the PAGA Amount by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Pay period Challenges. The number of Pay periods you worked during the Class Period and/or PAGA Period, as recorded in Defendants’ records, are stated in the first page of this Notice. You have until **January 29, 2024** to challenge the number of pay periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. **Section 9** of this Notice has the Administrator’s contact information. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of pay periods based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members and Aggrieved Employees) and Defendants’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) and Aggrieved Employee. Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. **Section 9** of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Maichel Bentton v. Sevita Health et al.*, Case No. No. 22STCV06236, and *Maichel Bentton v. Sevita Health et al.*, Case No. 22STCV13818, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **January 29, 2024**, or it will be invalid. **Section 9** of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. By **December 29, 2023**, Class Counsel and/or Plaintiff will file in Court: (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in **Section 9** of this Notice) will send you

copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.cptgroup.com/> or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, PAGA payments, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is **January 29, 2024**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Maichel Bentton v. Sevita Health et al.*, Case No. No. 22STCV06236, and *Maichel Bentton v. Sevita Health et al.*, Case No. 22STCV13818, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. **Section 9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See **Section 8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on February 29, 2024 at 10:00 a.m. in Department 6 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.cptgroup.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to CPT Group, Inc.'s website at <https://www.cptgroup.com/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, *Maichel Bentton v. Sevita Health et al.*, Case No. No. 22STCV06236, and *Maichel Bentton v. Sevita Health et al.*, Case No. 22STCV13818. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Attorneys for the Plaintiffs/Class Members: JAMES HAWKINS APLC James R. Hawkins james@jameshawkinsaplc.com Gregory Mauro greg@jameshawkinsaplc.com Michael Calvo michael@jameshawkinsaplc.com Ava Issary ava@jameshawkinsaplc.com 9880 Research Drive, Suite 200	Administrator: CPT GROUP Class Action Administrators, Inc. C/O <i>Maichel Bentton v. Sevita Health et al.</i> 50 Corporate Park, Irvine, CA 92606 800-542-0900 https://www.cptgroup.com/
--	--

Irvine, CA 92618 Tel: (949) 387-7200 Fax: (949) 387-6676 Jameshawkinsaplc.com	
--	--

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds..

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

On October 24, 2023, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Via electronic filing service provider- electronically transmitting the documents listed above to CaseAnywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list below.

(Service List Attached)

Executed on October 24, 2023, at Irvine, California

Alma Chavarin
Alma Chavarin

1 DELFINO MADDEN O'MALLEY COYLE & KOEWLER LLP
2 DANIEL J. COYLE (Bar No. 119274)
3 SHAYE SCHRICK (Bar No. 238354)
4 CAROLINE M. COLANGELO (Bar No. 278071)
5 JUSTIN J. LOMAS (Bar No. 337372)
6 500 Capitol Mall, Suite 1550
7 Sacramento, CA 95814
8 Telephone: (916) 661-5700
9 Facsimile: (916) 661-5701
10 dcoyle@delfinomadden.com
11 sschrick@delfinomadden.com
12 ccolangelo@delfinomadden.com
13 dfredrickson@delfinomadden.com

14 **Via LWDA Website Only**

15 Labor and Workforce Development Agency
16 Attn: PAGA Administrator
17 1515 Clay Street, Ste 801
18 Oakland, CA 94612
19 <http://www.dir.ca.gov/Private-Attorneys-General-Act>

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit B

AMENDMENT TO STIPULATION OF SETTLEMENT

This Amendment to Stipulation of Settlement (“Amendment”) is reached by and between Plaintiff Maichel Bentton (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendants First Step Independent Living Program, Inc. (“First Step”) and Mentor Management, Inc. (“MMI”) (collectively, “Defendants”) (Plaintiff and Defendant are referred to herein collectively as the “Parties” and may be referred to individually as a “Party”). Plaintiff and the Settlement Class are represented by James R. Hawkins, Gregory Mauro, Michael Calvo, and Ava Issary of James Hawkins, APLC (“Class Counsel”). Defendants are represented by Daniel J. Coyle, Shaye Schrick, and Caroline M. Colangelo of Delfino Madden O’Malley Coyle & Koewler LLP.

WHEREAS: Pursuant to paragraph 13 of the Stipulation of Settlement, The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

WHEREAS: the Parties have identified that the Escalator Clause in paragraph 3(E) of the Stipulation of Settlement has been triggered due to an increase in the class size to 894 Class Members. As a result, the Parties hereby amend the Stipulation of Settlement and following paragraphs to reflect the increase in the class size from 480 Class Members to 894 Class Members who worked during the Class Period and the resulting increase in the Maximum Settlement Amount.

WHEREAS, pursuant to this Amendment, while all other paragraphs in the Stipulation of Settlement shall remain unchanged, the Parties now agree to the amendments to paragraphs 2 3, 4, 5, and 7 in the Stipulation for Settlement as follows:

2. **Releases by Plaintiff and the Settlement Class.** Plaintiff and every member of the Settlement Class will fully release and discharge Defendants and all of their past and present parent companies, affiliates, controlling persons, subsidiaries, directors, officers, members, shareholders and investors, agents, attorneys, employees, and benefit plans sponsored by any such entities (collectively the “Released Parties”), as follows:

- A. **Release of Class Claims.** Settlement Class members, except those who opt out, will release all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the Actions, including claims for: (i) failure to pay wages including overtime; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) waiting time penalties; (v) failure to provide accurate itemized wage statements; (vi) failure to reimburse expenses; (vii) unlawful business practices; and (viii) declaratory relief that could have been premised on the claims, causes of action or legal theories pleaded in the Actions; and (x) all damages, penalties, interest, costs (including attorneys’ and expert/consultants’ fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories

alleged in the Actions (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the judgment will be the same as that of the Release. The Release of Class Claims is conditioned upon Defendants’ full payment of settlement funds.

- B. **Release of PAGA Claims.** In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendants at any time from February 17, 2021 through [the earlier date of either preliminary approval of settlement or July 8, 2023] (“PAGA Period”) are “Aggrieved Employees” and shall release all claims for civil penalties under PAGA arising during the PAGA Period (“the PAGA Released Claims”). The period of the Release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release. The Release of PAGA Claims is conditioned upon Defendants’ full payment of settlement funds.
- C. In light of her Class Representative Service Award, Plaintiff has agreed to release, in addition to the Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, under federal, state, or local law against the Released Parties. Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Specifically excluded from Plaintiff’s Released Claims are any claims for workers’ compensation benefits, which cannot be released as a matter of law.

- 3. **Maximum Settlement Amount.** As consideration, Defendants agree to pay a non-reversionary maximum amount (“Maximum Settlement Amount”) of One Million Forty-Two Thousand Five Hundred Dollars and No Cents (\$1,042,500.00) in full and complete settlement of this matter, as follows:
 - A. The Parties have agreed to engage CPT Group Class Action Administrators as the “Settlement Administrator” to administer this Settlement.
 - B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator into an interest-bearing settlement account for the benefit of the Settlement Class members, within ten (10) business days after Final Approval (which, for this purpose shall be defined as the date on which the Court enters an Order granting Final Approval) or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an

appeal), the later of: (1) the last date on which any appeal might be filed or (2) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.

C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:

- (1) All payments (including interest) to the Settlement Class;
- (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Sixteen Thousand Dollars and Zero Cents (\$16,000.00);
- (3) Up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for Plaintiff's Class Representative Service Award, in recognition of Plaintiff's contributions to the Actions, and her services to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiff shall not have the right to revoke this settlement, and it will remain binding;
- (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees (which is currently estimated to be Three Hundred and Forty-Seven Thousand Dollars and Zero Cents (\$347,500.00), plus actual costs and expenses related to the Actions as supported by declaration (which are not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00)). In the event that the Court reduces or does not approve the requested attorneys' fees and costs, Plaintiff's counsel shall not have the right to revoke this settlement, and it will remain binding; and
- (5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.
- (6) Any amounts not awarded for attorneys' fees, costs or Class Representative Service Award shall be included in the Net Settlement Amount.

D. Settlement Class members' share of payroll taxes shall be paid from the Net Settlement Fund defined below. Defendants' share of payroll taxes shall be paid by Defendants separately from, and in addition to, the Maximum Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Service Award, the Settlement Administrator’s fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Fund” (“NSF”).
- B. The Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment based on the following formula:
 - i. Payments to all participating Settlement Class members: From the NSF, the Settlement Administrator will calculate each Participating Class Member’s Individual Settlement Payment based on each Participating Class Member’s proportionate pay periods worked during the Class Period, and which will be calculated by multiplying the NSF by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during the Class Period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (excluding those who submit a timely and valid Request for Exclusion) during the Class Period.
 - ii. PAGA Amount: In addition to the NSF, Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) of the Maximum Settlement Amount has been designated as the “PAGA Amount” as described above. Each Settlement Class member (including those who submit a timely and valid Request for Exclusion) who was employed by Defendants at any time during the PAGA Period shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member’s gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all Settlement Class members (including those who submit a timely and valid Request for Exclusion) during the PAGA Period.
- C. Within ten (10) calendar days following the deposit of the Maximum Settlement Amount with the Settlement Administrator by Defendants, the Settlement Administrator will calculate Individual Settlement Payment amounts, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the Individual Settlement Payments, and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating Settlement Class

members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendants' counsel.

- D. For purposes of calculating applicable taxes and withholdings for the Settlement Class members, each Individual Settlement Payment shall be allocated as follows: (1) for payments out of the NSF, twenty-five percent (25%) as wages, twenty-five percent (25%) as reimbursement, and fifty percent (50%) as penalties and interest; (2) for payments out of the PAGA Amount, one-hundred percent (100%) as penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be sent to the California State Controller pursuant to the Unclaimed Property Law in the name of the Settlement Class Member.
- F. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to a request for a total award of attorneys' fees of one-third of the Maximum Settlement Amount, which is currently estimated to be Three Hundred and Forty-Seven Thousand Dollars and Zero Cents (\$347,500.00), plus actual costs and expenses as supported by declaration, in an amount estimated not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Stipulation of Settlement and Amendment, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award allowed by the Court.

7. **Settlement Administrator.** Defendants will not object to the appointment of CPT Group Class Action Administrators as Settlement Administrator nor to Class Counsel seeking permission to pay up to Sixteen Thousand Dollars and Zero Cents (\$16,000.00) for its services

from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the Final Judgment to its website.

DATED: 10/6/2023

Defendant FIRST STEP INDEPENDENT LIVING PROGRAM, INC.

By: Gina Martin

DocuSigned by:
Its: Gina Martin
F3CEB4EAC3E4AC...

DATED: 10/6/2023

Defendant MENTOR MANAGEMENT, INC.

By: Gina Martin

DocuSigned by:
Its: Gina Martin
F3CEB4EAC3E4AC...

DATED:

Plaintiff MAICHEL BENTTON

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 10/9/2023

DELFINO MADDEN O'MALLEY COYLE &
KOEHLER LLP

DocuSigned by:
By: Shaye Schrick
SHAYE SCHRICK
Attorneys for Defendants
FIRST STEP INDEPENDENT LIVING
PROGRAM, INC. and MENTOR
MANAGEMENT, INC.

DATED:

JAMES HAWKINS APLC

By: _____
GREGORY MAURO
Attorneys for Plaintiff MAICHEL BENTTON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit C

Matter Billing Detail

Report Date: 12/22/2023
Report Time: 10:14AM
Page: 1 of 2
User ID: R. Hawkins

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 12/22/2023

Client: MENTORMANAGT - Maichel Bentton

Matter: MENTORMANAGEMENT - Mentor Management, Inc.- FSLIP - Maichel Bentton v.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
02/17/2022	FIL	Filing Fee - LWDA Filing fee	\$75.00		Unbilled				
02/17/2022	POS	Postage - LWDA Cert mail	\$35.04		Unbilled				
02/17/2022	FST	First Legal Network - E-Filing, complaint, summons; civil case cover IN#30188503	\$1,616.20		Unbilled				
03/09/2022	FST	First Legal Network - Process forward same day, class complaint and initial docs (4) IN#30192286	\$1,240.52		Unbilled				
06/07/2022	FST	First Legal Network- E-Filing: Initial Status Conference Report, [proposed] Order Authorizing Electr, Ntc of June 14, 2022 Min Order IN#30202789	\$113.10		Unbilled				
07/25/2022	CRT	Court Documents	\$2.00		Unbilled				
07/29/2022	FST	First Legal Network- E-Filing: Req for Dismissal, [Prop] Order, Ntc of July 19, 2022 Min Order IN#30209403	\$75.47		Unbilled				
09/02/2022	CRT	Court Documents - 08.02.22 Order Re Dismissal	\$2.00		Unbilled				
09/23/2022	CAS	Case Anywhere E-Service- IN#263214	\$163.65		Unbilled				
10/20/2022	CRT	Court Documents - Order Re Case Anywhere	\$5.80		Unbilled				
11/02/2022	FST	First Legal Network - E-Filing - Plaintiffs Notice of October 17 IN# 30219274	\$37.70		Unbilled				
12/19/2022	CAS	Case Anywhere E-Service - 271891	\$141.00		Unbilled				
01/09/2023	MED	Mediation Services- IN#2754 CK#10544	\$13,000.00		Unbilled				
03/06/2023	CAS	Case Anywhere E-Service - IN#280438 03.03.23	\$135.00		Unbilled				
04/19/2023	EXA	Expert Analysis - CK#10774 IN#230410	\$2,250.00		Unbilled				
05/30/2023	FST	First Legal Network - E-Filing - Joint Request to CContinue Plaintiff IN# 30237327	\$61.95		Unbilled				
06/01/2023	CAS	Case Anywhere E-Service IN# 289446 CK# 10995	\$147.00		Unbilled				
06/12/2023	FST	First Legal Network - E-Filing - Plaintiffs Notice of April 25,2023, Moition for Preliminary Approval IN# 30240914	\$145.90		Unbilled				

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
07/28/2023	FST	First Legal Network - E-Filing - Notice of Continuance IN# 30244254	\$39.95		Unbilled				
09/02/2023	CAS	Case Anywhere E-Service IN# 298629 CK# 11118	\$171.00		Unbilled				
09/22/2023	FST	First Legal Network - Filing - Supplemental Dec of James Hawkins IN#30252348	\$39.95		Unbilled				
10/02/2023	FST	First Legal Network - Filing - Joint Stip to Consolidate (2), Second Supplemental Dec, Amended Complaint, Amended proposed Order Granting In# 30256289	\$1,152.55		Unbilled				
		Total:	<u>\$20,650.78</u>	<u>\$0.00</u>					
		Balance:	<u>\$20,650.78</u>						
Total Fees Billed- -----		\$0.00							
Total Fees Unbilled : -----		\$0.00							
Total Fees Received : -----		\$0.00							
Total Soft Cost Billed : -----		\$0.00							
Total Soft Cost Unbilled : -----		\$0.00							
Total Soft Cost Received : -----		\$0.00							
Total Hard Cost Billed : -----		\$0.00							
Total Hard Cost Unbilled : -----		\$20,650.78							
Total Hard Cost Received : -----		\$0.00							
Total Taxes Billed : -----		\$0.00							
Total Taxes Unbilled : -----		\$0.00							
Total Taxes Received : -----		\$0.00							
Total Late Charges Billed : -----		\$0.00							
Total Late Charges Unbilled: -----		\$0.00							
Total Late Charges Received : -----		\$0.00							
Trust Balance: -----		\$0.00							

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 12/22/2023
Client: MENTORMANAGT - Maichel Bentton
Matter: MENTOR004 - Mentor Management-PAGA.- Maichel Bentton v. Mentor

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
04/25/2022	FST	First Legal Network - E-Filing - Compliant, Civil Case Cover Sheet, Summons IN# 30195930	\$516.20		Unbilled				
06/14/2022	FST	First Legal Network- process-forward same day: S&C (4), Initial Docs (4), Ntes (4), ADR Pac (4); E-Filing: Proof of Personal Service, POS IN#30202789	\$1,044.99		Unbilled				
06/30/2022	FST	First Legal Network - Process, S&C, Initial Docs, Ntes, ADR Pac IN#30205948	\$388.88		Unbilled				
07/01/2022	FST	First Legal Network- Process-Same Day: S&C, Initial Docs, Ntes, ADR; E-Filing: Req for Dismissal, [Prop] Order, Req for Dismissal x2, CM Stmt, Req for Dismissal x2 IN#30209403	\$324.90		Unbilled				
09/15/2022	CRT	Court Documents - 08.09.22 Order Re Dismissal	\$2.00		Unbilled				
10/04/2022	FST	First Legal Network - E-Filing - Case Management Statement IN# 30216387	\$37.70		Unbilled				
10/27/2023	CRT	Court Documents - 10.26.23 Order Re Prelim Approval	\$10.20		Unbilled				
		Total:	\$2,324.87	\$0.00					
		Balance:	\$2,324.87						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$2,324.87						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit D

1 JAMES HAWKINS APLC
 2 James R. Hawkins, Esq. (#192925)
 3 Gregory Mauro, Esq. (#222239)
 4 Michael Calvo, Esq. (#314986)
 5 Lauren Falk, Esq. (#316893)
 6 Ava Issary, Esq. (#342252)
 7 9880 Research Drive, Suite 200
 8 Irvine, CA 92618
 9 Tel.: (949) 387-7200
 10 Fax: (949) 387-6676
 11 Email: James@jameshawkinsaplc.com
 12 Email: Greg@jameshawkinsaplc.com
 13 Email: Michael@jameshawkinsaplc.com
 14 Email: Lauren@jameshawkinsaplc.com
 15 Email: Ava@jameshawkinsaplc.com
 16 Attorneys for Plaintiff MAICHEL BENTTON,
 17 individually and on behalf of all others similarly situated

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 19 **FOR THE COUNTY OF LOS ANGELES**

20 MAICHEL BENTTON individually and on
 21 behalf of all others similarly situated,

22 Plaintiff,

23 vs.

24 SEVITA HEALTH, formerly known as
 25 Mentor Network, Inc.; MENTOR
 26 MANAGEMENT, INC., a business form
 27 unknown; THE MENTOR NETWORK, INC.,
 28 a business form unknown; FIRST STEP
 INDEPENDENT LIVING PROGRAM, INC,
 a California Corporation; and DOES 1-50,
 inclusive,

Defendants.

Case Nos. 22STCV06236

ASSIGNED FOR ALL PURPOSES TO:

Hon. Elihu M. Berle

Dept. 6

**DECLARATION OF MAICHEL BENTTON
 IN SUPPORT OF MOTION FOR FINAL
 APPROVAL OF CLASS ACTION
 SETTLEMENT**

Date: February 29, 2024

Time: 10:00 a.m.

Dept.: 6

DECLARATION OF MAICHEL BENTTON

I, MAICHEL BENTTON hereby declare as follows:

1. I am over the age of eighteen and I submit this Declaration in support of the motion for Final approval of the settlement and fees, costs and enhancement. The following is based upon my personal knowledge and if called as a witness, I could and would competently testify thereto.

2. I was employed by Defendants First Step Independent Living Program, Inc. ("First Step") and Mentor Management, Inc. ("MMI") (collectively "Defendants") in approximately July 2018 as a Non-Exempt Employee working as a Direct Support Professional and worked during the liability period for Defendants until my separation from Defendants' employ in approximately June 2021. I typically worked 5 days a week and 40 or more hours per week.

3. As a non-exempt employee, I suffered the same damages as other employees. These included not being not accurately paid all my wages, not provided meal periods or permitted rest periods, not provided accurate wage statements, not reimbursed for business expenses incurred, not paid timely during my employment, not timely paid wages upon my separation from Defendants' employ, as well as violations under the UCL all in accordance with California law. As a result of these alleged violations, I sought consultation with my attorneys at James Hawkins, APLC.

4. Based upon my allegations, and after consultation and full disclosure from my attorneys about the potential risks I faced as a Plaintiff in a putative class action, I freely decided to pursue this lawsuit to try and vindicate my rights and the rights of others who also worked for Defendants and suffered similar harms due to Defendants' common practices and policies.

5. Prior to filing my action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant. During those conferences, my attorneys provided me with an overview of how those claims would be litigated and generally educated me about the nature of complex/representative litigation and my role as

1 the representative Plaintiff.

2
3 6. My attorneys provided me with a draft of the complaint for my review and
4 approval. I closely reviewed the complaint to ensure accuracy and completeness. As a
5 result, I caused my attorneys to file the class action complaint alleging claims for the allegations
6 alleged therein. Thereafter, I have been fully involved in my case. Following the filing of the
7 complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly
8 contacted my attorneys to stay current on the status of the litigation, and to discuss my
9 attorneys' progress in prosecuting the claims.

10 7. Since I believe I was not accurately paid all my wages, not provided meal periods
11 or permitted rest periods, not provided accurate wage statements, not reimbursed for business
12 expenses incurred, not paid timely during my employment, not timely paid wages upon my
13 separation from Defendants' employ, as well as violations under the UCL I believe that I have
14 been similarly injured as to all other class members in the settlement who worked for
15 Defendants during the class period. I believe the claims asserted in the Complaint is also
16 shared by the other Class Members. I worked with various other non-exempt employees and I
17 believe we were all treated the same and subject to the same unlawful policies.

18 8. Since I agreed to become a Class Representative, I have worked every step
19 of the way with my attorneys. During the course of the litigation I have always kept the best
20 interest of the Class Members on equal footing as mine. I have been, and I am willing to
21 continue to pursue the Class Members' claims vigorously on our collective behalf if the
22 Settlement is not finally approved. As a result, I firmly believe that I do not have any interests
23 adverse to the interests of the Class Members. I have maintained the Class Members best
24 interest from the inception of the case.

25 9. As one of the Class Representatives, I have spent numerous hours consulting
26 with my attorneys, providing documentation, consulting with other Class Members, responding
27 to questions by my attorneys, providing documents to my attorneys, working with my attorneys
28 to review documents received, helping my attorneys in preparing for the mediation and
attending the mediation via telephone. I was consulted about the status of the case and provided

1
2 constant feedback about the case from my attorneys including the mediation, settlement
3 negotiations and eventual settlement. I estimate I have spent approximately 45 hours working
4 on this case.

5 10. From the beginning of this case, I have freely chosen to accept the risks of
6 being one of the Class Representatives in this class action lawsuit. I chose to assume these risks
7 and pursue the claims on behalf of the Class Members as I wanted to vindicate their rights. I
8 believe we have achieved that result with the settlement and the individual payments to the
9 Class Members. I believe the settlement is fair reasonable and adequate based on the numerous
10 defenses asserted by Defendants. I believe the efforts and work I put forth helped to achieve the
11 fair settlement that will benefit the Class Members. As a result of my efforts, I also believe the
12 Class Representative Incentive Award is reasonable, and I respectfully request the Court
13 approve the amount of \$7,500.00 as fair and reasonable.

14 I declare under penalty of perjury under the laws of the state of California
15 that the foregoing is true and correct. Executed on December 28, 2023, at
16 Victorville, California

DocuSigned by:
Maichel Benton
56CE249E7A39494...
MAICHEL BENTTON