

1 JAMES HAWKINS APLC
2 James R. Hawkins, Esq. (#192925)
3 Gregory Mauro, Esq. (#222239)
4 Michael Calvo, Esq. (#314986)
5 9880 Research Drive, Suite 200
6 Irvine, CA 92618
7 Tel.: (949) 387-7200
8 Fax: (949) 387-6676
9 Email: James@jameshawkinsaplc.com
10 Email: Greg@jameshawkinsaplc.com
11 Email: Michael@jameshawkinsaplc.com

12 Attorneys for Plaintiff MAICHEL BENTTON,
13 individually and on behalf of all others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

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

18 Plaintiff,

19 v.

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

28 Defendants.

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

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES**

Date: August 1, 2023
Time: 9:00 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

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff MAICHEL BENTTON (hereinafter referred to as “Plaintiff” or “Class Representative”), who commenced this class and PAGA action on behalf of the Class Members and Aggrieved Employees. I submit this declaration in support of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

11
12
13
14

15
16
17
18
19
20
21
22
23
24
25

26

27

28

1 failure to pay wages including overtime, (b) failure to provide meal periods for every work period
2 exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of
3 pay accurately pay an additional hour's of pay in lieu of providing a meal period, (c) failure to
4 provide rest breaks for ever four hours or major fraction thereof worked and failure to pay an
5 additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest
6 period, (d) failure to pay all wages earned and owed upon separation from Defendants' employ,
7 (e) failure to provide accurate itemized wage statements, and (f) failure to reimburse necessary
8 business expenses.

9 5. On March 8, 2023, the Parties engaged in private mediation with a well-respected
10 wage and hour class action mediator, Tripper Ortman. Prior to mediation, Plaintiff requested and
11 Defendants produced informal discovery including employee handbooks/written policies that were
12 applicable during the class and PAGA Period, the number of Class Members and PAGA
13 Employees, Job descriptions, and a 20% sampling of payroll records and time records for the
14 Class. In short, Defendants provided discovery sufficient to enable the Plaintiff and Class Counsel
15 to rigorously evaluate the strengths and risks of the case and perform an analysis of the potential
16 damages arising from the claims made in this case. As a result of settlement efforts, the Parties
17 agreed to settle this matter for the Maximum Settlement Amount of \$600,000.00 for
18 approximately 480 class members, 269 of which fall under the PAGA Period from February 17,
19 2021 to July 8, 2023, and the terms of which are fully memorialized in the Settlement Agreement.
20 The parties intend to

21 6. As a result of the investigations, and subsequent settlement discussions and the
22 resultant settlement and scope of claims, the parties intend to file a joint stipulation to consolidate
23 the Class and PAGA claims.

24 7. The "Settlement Class" is defined as all current and former non-exempt employees
25 employed by Defendants in their California facilities at any time from February 17, 2018 through
26 [the earlier date of either preliminary approval of settlement or July 8, 2023] (the "Class Period").
27 Defendants represent there are approximately 480 Class Members as of the date of mediation,
28 March 8, 2023. Defendants represent that, from February 17, 2018 through the date of the

1 mediation there were approximately 15,709 bi weekly pay periods (31,418 workweeks) and 5,819
2 pay periods during the PAGA period of February 17, 2021 through the date of mediation. In order
3 to protect the integrity of the settlement, an escalator clause was negotiated. In advance of the
4 mediation, Defendants represented that there were approximately 480 Settlement Class Members
5 during the Class Period. If the number of Settlement Class members through the end of the Class
6 period has increased by more than 12.5% (i.e., if there are more than 540 Settlement Class
7 members), then Defendants agree to increase the Maximum Settlement Amount on a proportional
8 bases (i.e., if the actual class size were 14.5% greater than 480 Settlement Class members,
9 Defendants agree to increase the Maximum Settlement Amount by 2%) pursuant to Paragraph
10 3(E) of the Settlement Agreement.

11 8. Plaintiff's Counsel conducted a thorough investigation into the factual and legal
12 issues implicated by Plaintiff's claims and was able to objectively assess the settlement's
13 reasonableness. For example, prior to filing the action, Plaintiff contacted Plaintiff's Counsel to
14 discuss the factual bases for pursuing their actions against Defendants for Labor Code violations.
15 Plaintiff was intimately familiar with Defendants' labor policies and practices, and over the course
16 of multiple interviews, knowledgeably summarized those policies and practices to Plaintiff's
17 Counsel. During those conversations, Plaintiff's Counsel explained how the policies and practices
18 were instituted and provided valuable insight into how they gave rise to the alleged Labor Code
19 violations. Further, formal business records for Ms. Bennton were requested and received and
20 reviewed. Based on these interviews with Plaintiff, and review of records, Plaintiff's Counsel
21 determined that there were legally sufficient grounds for pursuing the Actions against Defendants
22 and in preparation for drafting the complaints, Plaintiff's Counsel conducted their own independent
23 preliminary investigations into the factual bases for Plaintiff's claims, which entailed, *inter alia*, a
24 careful examination of Plaintiffs' personnel files and associated records.

25 9. In summary, Plaintiff's Counsel performed a thorough investigation into the claims at
26 issue, which included: (1) determining Plaintiff's suitability as private attorneys general and
27 subsequent class representative through interviews, background investigations, and analyses of their
28 employment files and related records; (2) evaluating all of Plaintiff's potential representative claims;

1 (3) researching similar wage and hour class actions as to the claims brought, the nature of the
2 positions, and the type of employer; (4) analyzing employees' time and wage records and driver
3 manifest; (5) reviewing Defendants' employment policies and practices; (6) researching settlements
4 in similar cases and the prior settlement in this case; (7) evaluating Plaintiff's claims and estimating
5 Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and (9)
6 participating in the mediation.

7 10. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
8 Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in
9 the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
10 Members in light of all known facts and circumstances, including the risk of significant delay and
11 uncertainty associated with litigation, and various defenses asserted by Defendants.

12 11. Defendants deny any wrongdoing and deny liability with respect to the matters
13 alleged in the Complaint and believe that they have valid defenses to all of Plaintiff's claims.
14 Defendants further contends that they complied with all wage and hour laws applicable to the
15 employment of Plaintiff and other Class Members. To date, no class has been certified and no
16 court has made any findings that Defendants engaged in any wrongdoing or in any wrongful
17 conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect
18 to any of the issues presented in this action.

19 12. Since the filing of the complaint, the Parties have exchanged extensive
20 informal discovery and engaged in numerous discussions regarding the factual and legal issues
21 surrounding this case. Throughout the litigation, Defendants produced thousands of pages of
22 information and thousands of lines of data in both electronic and pdf formats, including policies,
23 handbooks, relevant policies, and a 20% random sample of payroll and time records and every 5th
24 employee was selected when the employee ID numbers were sorted numerically. Defendants also
25 provided Plaintiff's personnel file, and information regarding the number of employees holding
26 these positions during the relevant time period. Defendants also provided substantial information
27 concerning the total number of potential class members, the payroll data at issue, and the
28 applicable hourly rates, workweeks and pay periods, and other summary data related to the alleged

1 class. The Parties have conducted themselves in informed, good faith arms-length negotiations
2 after conducting discovery and exchanging extensive evidence and information about the claims
3 and defenses of this lawsuit through informal discovery, and engaging in pre-mediation
4 discussions, telephone conferences, and correspondence all aimed at settling their dispute.

5 13. In preparation for the mediation, Plaintiff reviewed the entire discovery and
6 information produced. The information had to be extrapolated and processed to figure out the
7 amount of compensation Plaintiff contends are due to the Classes. A consultant was engaged to
8 complete the analysis for mediation. The evidence and information gathered and reviewed by
9 counsel provided a factual framework for a comprehensible and reliable damage model pertaining
10 to all Settlement Class Members. The mediation included discussions and examination of the
11 proposed Classes and the Parties' respective positions on the legal and factual issues raised in the
12 Complaint. At all times, the Parties' negotiations were adversarial and non-collusive.

13 14. As a result of the mediation, the Parties agreed to settle this matter for a Maximum
14 Settlement Amount ("Maximum Settlement Amount") of \$600,000.00. Plaintiff's counsel
15 balanced the terms of the proposed Settlement against the risk of litigation and probable outcome
16 at the class certification stage, and if any Class were certified, at trial. Based on their own
17 respective independent investigations and evaluations, and after taking into account the sharply
18 disputed factual and legal issues involved in this matter, the risks attending further prosecution of
19 the case, and the monetary benefits received under the Settlement despite the questionable nature
20 of the claims, Plaintiff's counsel is of the opinion that Settlement for the consideration and on the
21 terms set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best
22 interests of Plaintiff and the Class. Counsel for the Parties investigated the applicable law as
23 applied to the facts discovered regarding the claims of Plaintiff, Defendants' defenses thereto and
24 the damages claimed by Plaintiffs on behalf of the Settlement Class.

25 15. I believe that the consideration and terms set forth in the Settlement Agreement are
26 fair, reasonable, and adequate and are in the best interests of the Settlement Classes in light of all
27 known facts and circumstances, including the various defenses asserted by Defendants, and
28 numerous potential appellate issues. In addition, the prospect of a potential adverse summary

1 judgment ruling, as well as the uncertainty of class certification, the difficulties of complex
2 litigation, the lengthy process of establishing specific damages and various possible delays and
3 appeals, were also carefully considered in agreeing to the proposed Settlement.

4 16. The Maximum Settlement Amount includes, without limitation, (1) attorneys' fees
5 in the amount of \$200,000.00 and reimbursement of reasonable litigation costs and expenses in the
6 amount of up to \$30,000.00¹ to Class Counsel ("Attorneys' Fees and Costs"); (2) Class
7 Representative Service to Plaintiff in the amount of up to \$7,500.00 ("Class Representative
8 Service Award"); (3) fees and expenses of administration of the Settlement to the Settlement
9 Administrator in an amount not to exceed \$16,000.00 ("Settlement Administrator"); (4)
10 \$30,000.00 to PAGA ("PAGA Amount") with twenty-five percent (25%) share of the PAGA
11 Penalties to be a part of the Net Settlement Fund that will be distributed to Class Members in the
12 PAGA Group in the amount of \$22,500.00; and (5) the seventy-five percent (75%) share of PAGA
13 Penalties ("LWDA Payment") in the amount of \$7,500.00 to the California Labor and Workforce
14 Development Agency ("LWDA"). **The Entire Total Settlement Amount will be paid to all**
15 **Class Members who do not opt out of the Settlement Class, and without the need to submit**
16 **claims for payment.** After deductions, the Net Settlement Fund ("NSF") is estimated to be
17 approximately **\$316,500.00**. The Class Members are to be paid based from the NSF on a pro rata
18 basis based upon the weeks each class member worked in comparison to the total work weeks
19 worked by all Class Members.

20 17. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiff
21 involved both in not prevailing on one or more of the causes of action or theories alleged in the
22 operative Complaints and in non-certification, and if successful, Defendants disputes the ability of
23 Plaintiff to certify a class in this case. Defendants also argued it maintained lawful written
24 policies that were provided to the class members and enforced those policies. Yet, despite the
25 defenses proffered by Defendants, the proposed Settlement commits Defendants to pay each Class
26 Member a portion of the NSF based on pay periods. The amount to be paid to the Class is fair,
27

28 ¹ Class Counsel's costs to date are approximately \$21,269.10, thus the Net Settlement Fund will likely be increased by approximately \$8,730.90.

adequate and reasonable given the significant risk to Plaintiff and the Class in continuing with the litigation and not prevailing on their claims at class certification or at trial or not being paid anything even if trial was successful.

18. The Parties investigated relevant law as applied to the facts of the case, potential defenses, and damages claimed by Plaintiff on behalf of himself and the Class. Discovery largely focused on Plaintiff's allegations that Class Members were not paid all wages owed, including overtime and minimum wages, were not provided meal periods, were not provided rest periods, received improper wage statements, were not reimbursed all necessary expenses, and were not paid all owed and due wages during employment and upon separation of employment.

Information and data exchanges included significant sampling of Class Members' dates of employment, hourly rates time records, payroll records, and arbitration agreements. The parties conducted their own evaluations of the potential recoveries based on the claims alleged in the Action and the defenses at play.

19. Defendants generally deny all claims alleged in the action and further deny class or representative treatment is appropriate for any purpose other than this settlement. Defendants also contend many of Plaintiff's claims are subject to arbitration. Defendants' positioned that if litigation continued, class certification would not be granted, or if it were, that it would be reversed, and would not result in any liability on the merits in any event. Defendants contend Plaintiff is not an adequate class representative, his claims are not typical of the Class, and individual issues predominate over common ones. However, Defendants have concluded further litigation would be protracted and expensive. Thus, Defendants determined it is desirable to settle the Action in the manner and upon the terms and conditions of the settlement agreement.

20. Although Plaintiffs' Counsel believe the class claims are strong, Plaintiffs' Counsel also recognize that if the litigation had continued, they may well have encountered significant legal and factual hurdles that could have prevented the Class from obtaining any recovery. To be sure, a number of cases have found wage and hours actions to be especially amenable to class resolution. However, some courts have gone the other way, finding that some of the very claims at issue here—especially meal period and rest period violations—were not suitable for class adjudication because

1 they raised too many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal.
2 4th 1 , 31 (2014) (reversing a verdict from a class trial); *Ali v. US.A. Cab Ltd.*, 1 76 Cal. App. 4th
3 1333, 1341 (2009) (affirming denial of certification because employees' declarations attesting to
4 having taken meal and rest periods demonstrated that individualized inquiries were required to show
5 harm); *Campbell v. Best Buy Stores, L.P.* , 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal.
6 Sept. 20, 2013) (following *Brinker* and denying certification of proposed off-the-clock and rest and
7 meal break classes due to lack of uniform policy); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist.
8 LEXIS 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes
9 based on employer's practice of understaffing and overworking employees); *Gonzalez v. Officemax*
10 *NA.*, 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp.*,
11 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period claims
12 based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I, 645
13 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines, Inc.*
14 , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because individual
15 issues predominated when different employee stations provided different practices with respect to
16 meal periods).

17 21. Some courts have denied certification even when an employer's policies are unlawful
18 on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 20 1 3 U.S. Dist. LEXIS 7868, *35-4 1
19 (C.D. Cal. Jan. 17, 201 3), the court denied certification even though the plaintiff submitted evidence
20 of a facially unlawful policy regarding rest breaks. The *Ordonez* court concluded that the
21 predominance and superiority elements were not met based on the employer's presentation of
22 anecdotal evidence of lawful compliance notwithstanding the unlawful policy. *Id.* at *38-40. And it
23 should be underscored that that claims which are amendable to certification can be disposed of by
24 motion for summary judgment. *See Loudv. Eden Med. Ctr.*, 2013 U.S. Dist. LEXIS 122873, **36-
25 53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because
26 plaintiff could not show injury due to defects and that incorrect wage information is not willful).

27 22. As the above examples illustrate, the prospect of certifying a wage and hour action
28

1 is always uncertain, and the risk of being denied class certification militates in favor of settlement.
2 A denial of class certification effectively forecloses continued litigation, as neither the individual
3 nor his or her attorney will have any incentive to proceed with an individual case when such small
4 claims are at stake. *See In re Baycol Cases I & II*, 51 Cal. 4th 751, 758 (2011) (explaining that a
5 dismissal of class claims is effectively the "death knell" of the case, despite survival of individual
6 claims). In other words, for cases where individual damages are relatively small, denial of class
7 certification results in a near-complete loss for Plaintiffs as well as no recovery for the employees,
8 who are shut out of the action. Thus, if the putative Class had not been certified, the value of
9 Plaintiffs' case would have been reduced to a fraction of the value of this Settlement; indeed,
10 Defendants would likely have offered no money to settle the class-wide claims if certification had
11 been denied.

12 23. Finally, early resolutions save time and money that would otherwise go to litigation.
13 Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if this
14 action had settled following additional litigation, the settlement amount would likely have taken into
15 account the additional costs incurred, and there may have been less available for Class Members.
16 Cost savings is one reason why California policy strongly favors early settlement. *See Nemy v.*
17 *Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value placed on
18 settlements and observing that "[s]ettlement is perhaps most efficient the earlier the settlement
19 comes in the litigation continuum."). This concern also supports settlement.

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

1 approval of this settlement.

2 25. The Maximum Settlement Amount is well within the acceptable range of
3 reasonableness for the claims of the Settlement Class. After analysis and review of Defendants'
4 time and pay record production and other payroll data, Class counsel estimates the overall value of
5 the claims at approximately **\$2,281,177.94**. should Plaintiff prevail at the class certification stage
6 and at trial and survive any appeals and win on all claims and be awarded maximum damages for
7 call class members and certain assumptions and extrapolations were confirmed with further
8 discovery. This amount could be reduced to account for the risks of continued litigation and not
9 prevailing on one or more claims and the Court not awarding penalties based upon Defendants'
10 good faith arguments. Indeed, Defendants' apparent compliant policies could potentially support
11 Defendants' good faith and lack of willfulness arguments, where for example LC 203 and 226
12 claims could be reduced to zero, which accounts for approximately 50% of the alleged penalties
13 and damages disused herein.

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

27 27. As a result, the Maximum Settlement Amount of \$600,000.00 represents a
28 reasonable recovery and approximately 26% of the overall potential value. This recovery could

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

10 28. Based on the estimated Net Settlement Fund of \$316,500.00 provides on average
11 each member of the Settlement Class with approximately **\$660**. The highest amount a Settlement
12 Class Member will receive is approximately **\$2,589** based upon \$19.18 per pay period multiplied
13 by approximately 135 maximum pay periods an individual could work during the Class Period.
14 The lowest payment is estimated to be approximately **\$19.18** for someone who worked only one
15 pay period. To the extent any amount for Attorneys’ Fees, Costs, Claims Administration Costs or
16 incentive awards are not granted in full, the difference in those amounts will be added to the NSF .
17 This is a guaranteed amount of money paid to Settlement Class Members now, rather than the
18 continued risk of further litigation and receiving no money sometime in the far future and after
19 trial and appeals.

20 29. The PAGA members who worked during the PAGA period will be paid a PAGA
21 Payment based upon a pro rata share of the number of pay periods each PAGA member worked
22 compared to the total pay periods worked by all PAGA group members during the PAGA period
23 of February 17, 2021 until March 31, 2023. As a result, there are approximately 269 PAGA
24 employees who will each receive approximately **\$27.88 per PAGA member**.

25 30. The Class Representative has provided extensive supporting documents and
26 assisted Class Counsel in developing information necessary to litigate and settle this case.
27 Plaintiff also conducted record review and consultation with counsel in preparation for mediation,
28 and to assist in evaluating and proving the claims. The settlement provides for a Payment to be

1 paid to the Class Representative in the amount of \$7,500.00 subject to Court approval. The
2 purpose is to compensate the Class Representatives an additional incentive payment, taking into
3 consideration the risks, time, effort and expenses incurred in coming forward to provide invaluable
4 information and negotiate and litigate this matter on behalf of all Settlement Class Members who
5 otherwise, would probably not file their own individual claims to recover what may be relatively
6 low damages. Further, the Payment of \$7,500.00 as an Class Representative Service Award to the
7 Class Representative is a very fair and justified as part of the Settlement based on the risks
8 Plaintiff has taken and benefits conferred upon the Settlement Class.

9 31. Class certification, as requested by the Parties for the purposes of the settlement
10 only, should be granted because Plaintiff allege that the proposed Settlement Class Members'
11 claims all stem from the same alleged conduct, i.e., that Defendants violated California law
12 because they: (1) failed to pay wages including minimum and overtime wages, (2) failed to timely
13 pay wages upon termination pursuant to Labor Code § 203, (3) failed to provide accurate itemized
14 wage statements; (4) failed to provide meal periods, (5) failed to provide rest periods, (6) failed to
15 reimburse business expenses, and (7) violation of the UCL. In addition to compensatory damages,
16 Plaintiff and the Settlement Class seek attorneys' fees, costs, and interest. Under these specific
17 circumstances, the commonality requirement for class certification is satisfied. The typicality
18 requirement for certification is also met as it is alleged that the Class Representatives and the
19 proposed Settlement Class were subjected to similar violations based upon similar conduct,
20 policies and practices of the Defendants regardless of their duties.

21 32. The adequacy requirement for certification is also met. The Class Representative
22 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
23 Class Representative will receive a reasonable award for the time and effort spent assisting Class
24 counsel with factual issues surrounding the case. Other than this specific payment to the Class
25 Representative, all of the Settlement Class Members will receive a proportionate share of the NSF,
26 as detailed above provided they do not exclude themselves. Further, all PAGA Members during
27 the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is no
28 conflict of interest between the Class Representative and the Settlement Class Members. Further,

1 the NSF will be fairly distributed among Participating Class Members, and no “settlement
2 allocation” questions will be raised.

3 33. Common questions of law and fact predominate over individual questions and
4 class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the
5 proposed Settlement Classes in this case are sufficiently cohesive, since all Settlement Class
6 Members share a common nucleus of facts and potential legal remedies, and since all of the
7 Settlement Class Members and the Class Representative seek compensation for unpaid wages and
8 other civil and statutory penalties from Defendants for the allegations described in the Complaints.
9 Common questions about compensation or lack thereof for work performed by Settlement Class
10 Members and the Settlement Class Members’ potential legal remedies are identical. The
11 alternative method of resolution is individual claims for relatively small amounts of damages, but
12 individual cases would be uneconomical for potential plaintiffs because the cost of litigation
13 dwarfs potential recovery. Therefore, a class action is the preferred method of resolution.

14 34. The class notice plan here calls for the Settlement CPT Group Class Action
15 Administrators, to mail a Notice of Class Action settlement to all known and reasonably
16 ascertainable Settlement Class Members based on Defendants’ records. Further, the Settlement
17 Administrator will conduct a skip-trace and use all reasonable efforts to locate Settlement Class
18 Members and will re-mail all returned envelopes with forwarding addresses. The notice is
19 consistent with the class certification notices approved by numerous state and federal courts, and
20 is the best notice practicable under circumstances of this case. The proposed Settlement Class
21 Members are ascertainable because all of the Settlement Class Members have worked for
22 Defendants during the Class Periods and can be identified through Defendants’ records.

23 35. The Notice also fulfills the neutrality requirement. It summarizes the proceedings
24 to date and the terms and conditions of the Settlement in an informative and coherent manner, and
25 is accurate, objective, and understandable to Settlement Class Members, as is required under
26 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
27 liability by Defendants and recognizes the Court has not ruled on the merits. It also states the final
28 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement

1 Class Members on how to object or exclude themselves from the Settlement. Therefore,
2 Settlement Class Members will have the option to participate or exclude themselves simply by
3 mailing a request to exclude themselves. The Settlement Class consists of non-exempt employees
4 who speak English. Thus, the Notice of Class Action is drafted in a manner that is likely to be
5 readily understood by the Settlement Class. Accordingly, the Notice complies with the standards
6 of fairness, completeness and neutrality required of a Notice of Class Action Settlement. The
7 Notice therefore is neutral, objective and understandable.

8 36. I have a great deal of experience in wage and hour class action litigation. I have
9 obtained certification of several classes, I have been approved as class counsel in many other
10 wage/hour class actions, and I am currently litigating numerous others. Although not an all
11 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
12 lead counsel, all of which implicated similar law and facts to those associated with this action:

13 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.: 30-
14 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
15 wages for meal period and rest periods and resultant penalties. Class Notice pending.

16 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
17 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
18 classification of insurance claims adjusters employed by Gallagher Bassett, a third
19 party administrator (TPA) in the State of California. Certification granted. Plaintiffs'
20 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
21 fully distributed.

22 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
23 04554. Wage and Hour Class Action case seeking past wages for "off the clock",
24 overtime and meal and rest break violations for production workers in the State of
25 California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final
26 Approval granted, no objections and funds fully distributed.

27 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
28 Wage and Hour Class Action case seeking past wages for meal and rest period

1 violations for retail employees in the State of California. Plaintiffs' counsel appointed
2 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
3 distributed.

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

9 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
10 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
11 wages for overtime, meal and rest break violations for driver employees in the State of
12 California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class.
13 Arbitration Award confirmed. Plaintiffs' counsel, lead trial counsel and class counsel.

14 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
15 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for
16 overtime, meal and rest breaks violations for production employees in the State of
17 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
18 granted, no objections and funds fully distributed.

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

24 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
25 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
26 rest break violations for restaurant employees in the State of California. Plaintiffs'
27 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
28 fully distributed.

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

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

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

16 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
17 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
18 rest period violations for non-exempt employees employed by Defendants in the state
19 of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
20 petitioned the Court for Lead Counsel.

21 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
22 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
23 for field and branch employees of Defendants in the State of California. Plaintiffs'
24 counsel appointed as lead counsel. Case settled and awaiting Final Approval.

25 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
26 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
27 employees of Defendants in the State of California. Plaintiffs' counsel appointed as
28 lead counsel. Case settled, Final Approval granted, no objections and funds fully

1 distributed.

2 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
3 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
4 break violations for security guards employed by Defendants in the State of California.
5 Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no
6 objections and funds fully distributed.

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

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

17 s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case No. BC
18 330145. Wage and Hour Class Action seeking past wages of overtime for mis-
19 classification of managers employed by Defendants, DBA Carl's Jrs. in the State of
20 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
21 Approval granted, no objections and funds fully distributed.

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

27 u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court, Case No.
28 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-

1 classification of managers employed by Defendants in the State of California.

2 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no
3 objections and funds fully distributed.

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

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

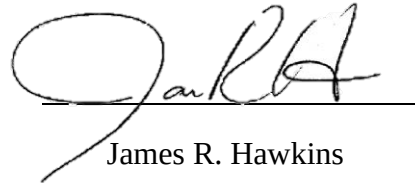
14 37. Here, the Parties' agreement to pay Class Counsel Fees of 1/3 of the Maximum
15 Settlement Amount is reasonable. My firm and I have been the only counsel to represent Plaintiff
16 and the Settlement Class in this matter, and we have borne the entire risk and cost of this litigation
17 on a pure contingency fee basis. The legal issues raised drew significantly upon my experience
18 and the extensive review and analysis of documents and information by me and others at my firm.
19 In a complex action such as this, the proposed attorneys' fees are, at the very least, on the low side
20 of the market rate for contingency fees.

21 38. At this juncture, with the addition of more hours due to the administration of the
22 the Settlement by Class Counsel, administration of the Settlement, and preparation for final
23 approval, counsel for plaintiff will provide a detailed analysis of its time in advance of the final
24 approval hearing. Plaintiff's counsel will file a motion for attorneys' fees and costs to be heard
25 concurrently with the motion for final approval in accordance with the terms of the settlement
26 agreement.

27 39. Despite the complexity of the case, Class Counsel has, through the investment of
28 substantial effort and the resources of my law firm been able to secure an outstanding settlement

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

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on June
13 14, 2023 at Irvine, California.

14 
15 James R. Hawkins
16
17
18
19
20
21
22
23
24
25
26
27
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 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) 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.

This settlement resolves two lawsuits that Plaintiff filed against Defendants on February 17, 2022 and April 24, 2022, in Los Angeles County Superior Court, in the matters entitled *Maichel Bentton v. Sevita Health et al.*, Case No. No. 22STCV06236, and *Maichel Bentton v. Sevita Health et al.*, Case No. 22STCV13818 (collectively, the “Actions”). Collectively, the Actions allege 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) civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor section 2698 *et seq.* (“PAGA”).

Given the uncertainty of litigation, Plaintiff and Defendants wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendants agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendants stipulate to certification of the following Settlement Class:

All current and former non-exempt employees employed by Defendants in their California facilities at any time from February 17, 2018 through [the earlier date of either preliminary approval of settlement or July 8, 2023] (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

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.
- 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.
- 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 Six Hundred Thousand Dollars and No Cents (\$600,000.00) 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 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)), 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) Thirty Thousand Dollars and Zero Cents (\$30,000.00) 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 Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), 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.
 - E. Escalator Clause. In advance of mediation, Defendants represented that there were approximately 480 Settlement Class members during the Class Period. If the number of Settlement Class members through the end of the Class Period has increased by more than 12.5% (i.e., if there are more than 540 Settlement Class members), then Defendants agree to increase the Maximum Settlement Amount on a proportional basis (i.e., if the actual class size were 14.5% greater than 480 Settlement Class members, Defendants agree to increase the Maximum Settlement Amount by 2%).
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, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) 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 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), 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 Settlement Agreement, 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.

6. **Class Representative Service Awards.** Defendants will not object to a request for Class Representative Service Award of up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for her time and risks in prosecuting this case, for her services to the Settlement Class, and for her release of claims. These awards will be in addition to Plaintiff's Individual Settlement Payments as Settlement Class members and shall be reported on an IRS Form 1099 by the Settlement Administrator.

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.

8. **Preliminary Approval.** Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing James R. Hawkins, Gregory Mauro, Michael Calvo, and Ava Issary of James Hawkins, APLC as Class Counsel;
- C. Appointing Maichel Bentton as Class Representative for the Settlement Class;
- D. Approving CPT Group Class Action Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Settlement Award, attached hereto as **Exhibits 1 and 2**, respectively), and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the names, last known addresses, and social security numbers (in electronic format) of the members of the Settlement Class, including the dates of employment and the number of pay periods worked by each Settlement Class member while employed in a position covered by the Settlement Class definition during the Class Period and during the PAGA Period.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; (iv) provide its calculations to Counsel for approval; and (v) mail the Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including performing a "skip trace," to track any Settlement Class member's mailing returned as undeliverable, and will re-send the Notice Packet promptly, and in any event within three (3) business days of identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member, (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) must be signed by the Settlement Class member; and (4) must be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address

specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement, except a Request for Exclusion form not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the PAGA release, if applicable) or have any right to object, appeal or comment thereon.

- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel, who shall then promptly file all such objections with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless an objection is filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendants' counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing.
- E. Notice of Settlement Award/Disputes. Each Notice Packet mailed to a Settlement Class member shall contain a Notice of Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used from Defendants' records in order to calculate the Individual Settlement Payment, including the Settlement Class member's pay periods worked during the Class Period and/or PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in their Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for

and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion or Objection or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline. If a Settlement Class member’s Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendants’ Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff’s and Class Counsel’s application for attorneys’ fees, costs, Class Representative Service Awards, and Settlement Administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator’s website.

11. **Non-Admission of Liability.** Nothing in this Agreement shall operate or be construed as an admission of any liability by the Released Parties or that class certification is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Nondisclosure and Nonpublication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement among the parties contemplated herein, the fact of the Settlement Agreement, its terms or contents, and the negotiations underlying the Settlement

Agreement, in any manner or form, directly or indirectly, to any person or entity, except Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this action and the venue/case number of this action for such purposes.

13. **Waiver and Amendment.** 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.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants: Daniel J. Coyle, Shaye Schrick, and Caroline M. Colangelo, Delfino Madden O'Malley Coyle & Koewler LLP, 500 Capitol Mall, Suite 1550, Sacramento, California 95814, dcoyle@delfinomadden.com, sschrick@delfinomadden.com, ccolangelo@delfinomadden.com

if to Plaintiff: Gregory Mauro, James Hawkins APLC, 9880 Research Drive, Suite 200, Irvine, CA 92618, greg@jameshawkinsaplc.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Actions and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

DATED: 5/26/2023

Defendant FIRST STEP INDEPENDENT LIVING
PROGRAM, INC.

DocuSigned by:
By: Gina Martin

F3CEB4EAAC3E4AC...
DS
Its: GM

DATED: 5/26/2023

Defendant MENTOR MANAGEMENT, INC.

DocuSigned by:
By: Gina Martin

F3CEB4EAAC3E4AC...
DS
Its: GM

DATED: 5/18/2023

Plaintiff MAICHEL BENTTON

DocuSigned by:
By: Maichel Bentton
56CE249E7A39494...
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 5/26/2023

DELFINO MADDEN O'MALLEY COYLE &
KOEHLER LLP

DocuSigned by:
By: Shaye Schrick
7A565B1A5B0C448B

SHAYE SCHIRICK
Attorneys for Defendants
FIRST STEP INDEPENDENT LIVING
PROGRAM, INC. and MENTOR
MANAGEMENT, INC.

DATED: 5/18/2023

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 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 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] worked during the Class Period; and (2) your Individual PAGA payment is estimated to be \$ [REDACTED] based on an estimated [REDACTED] 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. Your legal rights are affected whether you act or 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 an Individual Class Payment and, as applicable, an Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage 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. 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 wage 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. In exchange, you will give up your right to assert the wage 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 [REDACTED]	If you don't 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 [REDACTED]	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 [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't 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	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

Written Challenges Must be Submitted by _____	numbers, you must challenge it by _____ . 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 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 is 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 Six Hundred Thousand Dollars and No Cents (\$600,000.00) 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 become 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 Two Hundred Thousand Dollars and No Cents (\$200,000.00) 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.
 - b. 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.
 - c. Up to Sixteen Thousand Dollars and Zero Cents (\$16,000.00) to the Administrator for services administering the Settlement.
 - d. Thirty Thousand Dollars and Zero Cents (\$30,000.00), 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 Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00), will be payable to the California Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), 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, Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) 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 don't 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 [REDACTED], 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 [REDACTED] 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 [REDACTED] 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 [REDACTED], 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. At least _____ days before the [REDACTED] Final Approval Hearing, 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 [REDACTED] or the Court’s website [REDACTED].

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 [REDACTED]. 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 don't have to, attend the Final Approval Hearing on August 1, 2023 at 9:00 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's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] 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 [REDACTED]'s website at [REDACTED]. 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 Irvine, CA 92618 Tel: (949) 387-7200	Administrator: CPT GROUP Class Action Administrators, Inc. <i>C/O Maichel Bentton v. Sevita Health et al.</i> 50 Corporate Park, Irvine, CA 92606
---	---

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.