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Attorneys for Plaintiff Gina Robertson, individually, on a representative basis, and on behalf of all others similarly situated

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

GINA ROBERTSON, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

ALL CARE HOME HEALTH PROVIDER, a
California Corporation; ALL CARE HOME
HEALTH OF SAN GABRIEL, a California
Corporation; ALL CARE HOSPICE, a
California Corporation; ALL CARE
PROVIDER SERVICES, INC., a California
Corporation; COMCARE HOME HEALTH,
INC., a California Corporation; ANDREW J.
PAGSISIHAN, an individual; LILIA
PAGSISIHAN, an individual; APOLONIO
PAGSISIHAN, an individual; and DOES 1
through 10, inclusive;

Defendants.

Case No.: 20STCV18318

*[Assigned to Hon. Daniel J. Buckley, Dept 1,
for all purposes]*

**DECLARATION OF LAURA SINGH
(ON BEHALF OF CPT GROUP, INC.)
WITH RESPECT TO SETTLEMENT
ADMINISTRATION**

Hearing

Date: March 16, 2022

Time: 10:30 a.m.

Dept.: 1

Complaint filed: 5/14/2020

1 I, Laura Singh, declare as follows:

2 1. I am employed by CPT Group, Inc. the Court-approved class action Settlement
3 Administrator for *Robertson v. All Care Home Health Provider, et al.*, as a Case Manager. I
4 have personal knowledge of the facts set forth in this Declaration, and if called as a witness, I
5 could and would testify competently thereto.

6 2. CPT Group, Inc. ("Settlement Administrator") has extensive experience in
7 providing notice of class actions and administering class action settlements. In the past 30-plus
8 years, we have provided notification and/or claims administration services in thousands of class
9 action cases.

10 3. CPT was selected by the parties to administer the settlement in this action. In this
11 capacity, CPT was charged with (a) printing and mailing to Class Members the *Notice of*
12 *Proposed Class Action*, (herein referred to as "Notice"), (b) processing undeliverable mail and
13 locating updated addresses for Class Members; (c) receiving other communications about the
14 settlement; (d) notifying the parties of the number of Class Members who filed timely requests
15 for exclusion; (e) notifying the parties of the number of Class Members who filed untimely or
16 deficient requests for exclusion and taking steps to cure the deficiencies; (f) establishing and
17 maintaining a toll free case hotline where Class Members can speak to case representatives
18 regarding case specific questions; and (g) will be responsible for calculating and mailing the
19 Settlement Class checks to Settlement Class Members as well as completing any associated tax
20 reporting to the State and Federal tax authorities.

21 4. CPT received the Court-approved text for the Notice from Counsel on October 19,
22 2021. CPT prepared a draft of the Notice for mailing to the class members. Attached hereto as
23 Exhibit A is a true and correct copy of the Notice.

24 5. On November 19, 2021, CPT received a class data file from Defense Counsel that
25 contained names, last known mailing addresses, Social Security numbers, and number of
26 workweeks. The finalized class list contained 913 Class Members.

27 6. On November 24, 2021, CPT caused a National Change of Address (NCOA)
28 database search to be performed in attempt to update the addresses on the class list and ensure it

1 was accurate as possible. A search of this database provides updated addresses for any
2 individual who had moved in the previous four years and notified the U.S. Postal Service of
3 their change of address.

4 7. The Notices were enclosed in envelopes with the Class Member's name and
5 known address printed on the envelope. On November 24, 2021, the Notices were mailed via
6 U.S. first class mail to all 913 Settlement Class Members.

7 8. On or about November 24, 2021, we mistakenly mailed a Notice of Settlement of
8 Class Action to an individual who was later determined to not be a member of the class. We
9 sent a follow-up Notice on December 6, 2021, addressing this error. Attached hereto as Exhibit
10 B is a true and correct copy of that Notice.

11 9. As of the date of this declaration, 34 Notices have been returned to our office by
12 the Post Office, 3 of which were provided a new address by the Post Office. For the remaining
13 31 Notices, CPT performed a Skip Trace to locate a better address using Accurint, one of the
14 most comprehensive address databases available. It utilizes hundreds of different databases
15 supplied by credit reporting agencies, public records, and a variety of other national databases.

16 10. As a result of a skip trace effort or request from Counsel or the Class Members
17 themselves, a total of 27 Notices have been re-mailed to date. In addition, 10 Notices were also
18 forwarded by CPT. As of this date, there are ultimately 7 Notices undeliverable with no
19 forwarding address, where no new address could be found through skip trace.

20 11. The Notice indicated a deadline date of January 8, 2022, to dispute the number of
21 work weeks, to object or request exclusion from the settlement.

22 12. As of the date of this declaration, CPT has not received any written objections to
23 the settlement.

24 13. As of the date of this declaration, CPT has not received any requests for
25 exclusions.

26 14. As of the date of this declaration, CPT has not received any disputes.

27 15. As of the date of this declaration, CPT will report a total of 912 Participating
28 Class Members, representing a 100% participation rate.

16. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to calculate the Individual Settlement Payment to the Participating Class Members.

Gross Settlement Amount	\$1,400,000.00
Less Class Counsel Fees	\$466,666.66
Less Class Counsel Costs	\$15,000.00
Less Enhancement Award	\$10,000.00
Less LWDA Payment	\$37,500.00
Less PAGA Payment	\$12,500.00
<u>Less Settlement Administration Costs</u>	<u>\$15,000.00</u>
Net Settlement Amount	\$843,333.34

17. The total number of weeks worked by all 912 Class Members during the Class Period is 62,201. Based on the Net Settlement Amount of \$843,333.34 as shown in the table above, the Workweek Value is \$13.56. The average Individual Settlement Payment is estimated to be \$924.69. The highest Individual Settlement Payment is estimated to be \$3,552.19. The lowest Individual Settlement Payment is estimated to be \$13.56.. In addition, there are a total of 463 PAGA Group Members, who will share in the \$12,500 PAGA Settlement Fund (which is 25% of the allocation to PAGA claims) on a *pro rata* basis, with each PAGA Group Member receiving \$13.69 on average.

18. CPT will charge a total of \$15,000.00 in costs associated with the administration of the Settlement. This includes all costs incurred to date, as well as estimated costs involved in completing the Settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 9th day of February 2022, at Irvine, California.

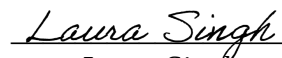

Laura Singh

EXHIBIT A

NOTICE OF SETTLEMENT OF CLASS ACTION

Gina Robertson v. All Care Home Health Provider, et al.
Superior Court of the State of California, County of Los Angeles
Case No. 20STCV18318

To: all current and former non-exempt employees of defendants All Care Home Health Provider, All Care Home Health of San Gabriel, All Care Hospice, All Care Provider Services, Inc., and/or ComCare Home Health, Inc., (collectively, “All Care”) who worked in the State of California and performed nursing duties at any time between May 14, 2016 and May 24, 2021 (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on March 16, 2022 to address whether the proposed settlement should be approved (the “Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement. This Notice contains important information about your rights to a payment from the Settlement or to be excluded from the Settlement according to the procedures described in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you want to receive your settlement payment, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Claims described in Section IV.
EXCLUDE YOURSELF	If you do not wish to participate in the settlement, you may “opt-out” of the settlement. If you choose to opt-out, you must submit a Request for Exclusion by January 8, 2022 (see Section V for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive any settlement payment, but you will preserve your right to pursue the Released Claims described in Section IV subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You may not exclude yourself from settlement of claims under the Private Attorneys General Act
OBJECT	If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement by January 8, 2022 (see Section V for more details on how to object).
DISPUTE YOUR NUMBER OF WORK WEEKS	If you believe that your number of Work Weeks listed below in Section IV is incorrect, you may contact the Settlement Administrator to dispute your Work Week calculation (see Section IV for more details on how to dispute your Work Weeks). Defendants’ records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your Work Week calculation is inaccurate.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Robertson v. All Care Home Health Provider, et al.*, Los Angeles County Superior Court Case No. 20STCV18318 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by All-Care as a non-exempt employee in California and performed nursing duties at any time during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

Plaintiff and Class Representative Gina Robertson, through her attorneys (“Class Counsel”), filed a class and representative action complaint on May 14, 2020 and a First Amended Complaint on October 5, 2020 (collectively, the “Complaint”), against All Care and its owners for alleged wage and hour violations on behalf of all current and former non-exempt employees who were employed by All Care in California at any time since May 14, 2016 while performing nursing duties. Plaintiff alleges that All Care violated various Labor Code sections by failing to pay wages for all hours worked, provide all required meal and rest breaks, timely pay final wages, provide accurate and complete wage statements, and other related claims.

All Care has denied, and continues to deny, the factual and legal allegations in the Lawsuit and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, All Care is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. All Care has agreed to settle the case as part of a compromise with Plaintiff and the Class Members.

The Court has not ruled on the merits of Plaintiff’s claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, All Care and Plaintiff have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After providing extensive information to Class Counsel, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representative and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to All Care, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by All Care, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, All Care will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the Class Members’ attorneys?

Attorneys for the Class Members:

Brian Mankin, Esq.
brian@LMLfirm.com
 Misty Lauby, Esq.
misty@LMLfirm.com
 Lauby Mankin Lauby LLP
 4590 Allstate Drive
 Riverside, CA 92501
 Tel: (951) 320-1444

IV. What are the terms of the Settlement?

On November 1, 2021, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by All Care in California while performing nursing duties at any time between May 14, 2016 and May 24, 2021 (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, (“Participating Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against All Care.

Without admitting any wrongdoing, All Care has agreed to pay \$1,400,000 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit. The Parties agreed to the following payments from the Maximum Settlement Amount:

Settlement Administration Costs. The Court has approved CPT Group to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a

maximum of \$15,000 will be paid from the Maximum Settlement Amount to pay the Settlement Administration Costs. CPT Group's contact information is included at the end of this Notice.

Penalties to the California Labor Workforce and Development Agency. \$37,500 of the Total Maximum Settlement Amount will be paid to the Labor Workforce Development Agency in satisfaction of the claims for penalties under the Private Attorneys General Act of 2004 ("PAGA").

Service Payment to Class Representative. Class Counsel will ask the Court to award Class Representative a Service Payment in the amount of \$10,000 to Gina Robertson to compensate her for service and extra work provided on behalf of the Class Members and in exchange for a general release of claims. The Class Representative also may receive a share of the Settlement as a Class Member.

Attorneys' Fees and Costs. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Maximum Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or costs. Class Counsel will ask for fees of one-third (i.e., \$466,666.66) of the common fund Maximum Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel will split the fees award equally. Class Counsel also will ask for reimbursement of up to \$15,000 for the costs Class Counsel incurred in connection with the Lawsuit.

Net Settlement Amount. After deducting the amounts above from the Maximum Settlement Amount, the balance will form the Net Settlement Amount, which shall be allocated into two parts: (i) \$12,500 will be allocated to the PAGA Settlement Fund and distributed to PAGA Group Members, which includes all Class Members employed by Defendants at any time between May 14, 2019 through May 14, 2021 ("PAGA Period"); (ii) and the remaining amount shall be allocated to the Class Settlement Amount.

Calculation of Individual PAGA Payments to PAGA Group Members. The PAGA Settlement Fund shall be divided between all PAGA Group Members in proportion to the number of PAGA Work Weeks for each PAGA Group Member. A PAGA Work Week includes any week in which a PAGA Group Member worked at least one shift/day during the week. To calculate the amount each PAGA Group Member will receive, the PAGA Settlement Fund will be divided by the total number of PAGA Work Weeks worked by all PAGA Group Members during the PAGA Period to determine the "PAGA Work Week Value." Each PAGA Group Member's Individual PAGA Payment will be calculated by multiplying his or her total number of PAGA Work Weeks during the PAGA Period by the PAGA Work Week Value.

Your estimated Individual PAGA Payment is listed in Section VI of this Notice. Each Individual PAGA Payment will represent penalties only.

Calculation of Individual Settlement Payments to Class Members. The Class Settlement Amount will total approximately \$843,333.34. Compensable work weeks will be all Work Weeks that a Settlement Class Member worked in California during the Class Period. A Work Week includes any week in which a Class Member worked at least one shift/day during the week. To calculate each Individual Settlement Payment, the Class Settlement Amount will be divided by total Work Weeks of all Settlement Class Members to determine a per "Work Week Value." The Workweek Value will be multiplied by the number of Work Weeks worked by each Settlement Class Member during the Class Period to determine the Individual Settlement Payment, prior to legal deductions, for each Settlement Class Member. If any Settlement Class Member opts-out of the Settlement, his/her Individual Settlement Payment will be distributed to all Participating Class Members (i.e., those who do not opt-out).

Your estimated Individual Settlement Payment is listed in Section V of this Notice. Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: one-third (33.34%) allocated to wages; two-thirds will be allocated equally between interest (33.33%) and as penalties (33.33%).

Payments to Class Members and PAGA Group Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all Participating Class Members who did not timely request to be excluded. PAGA Group Members will receive checks regardless of a timely request to be excluded. Participating Class Members and/or PAGA Group Members will have 180 days from the issuance of the last check to cash all of the checks. In the event that any Participating Class Member and/or PAGA Group Member fails to timely cash a settlement check, a stop payment will be placed on the check and the funds will be paid to the California State Controller's Office in the name of the Participating Class Member, so that the Participating Class Member can attempt to collect the funds at a later date.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. What is my approximate Individual Settlement Payment if I participate in the Settlement?

All Care's records indicate that you worked for «**TotalWorkweeks**» **Work Weeks** in California while performing nursing duties during the Class Period of May 14, 2016, through May 24, 2021. Based on this information, anticipated court-approved deductions, and preliminary calculations, it is estimated your share of the Class Settlement Amount will be «**EstAmount**» less applicable taxes and withholdings.

If you disagree with the number of Work Weeks, you may submit evidence to the Settlement Administrator on or before January 8, 2022 with documentation to establish the number of weeks you claim to have actually worked for All Care while performing nursing duties in California between May 14, 2016 and May 24, 2021 (excluding any leaves of absence). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

VI. What is my approximate Individual PAGA Payment?

All Care's records indicate that you worked for «**TotalPagaWeeks**» **PAGA Work Weeks** in California while performing nursing duties during the PAGA Period of May 14, 2019, through May 24, 2021. Based on this information, anticipated court-approved deductions, and preliminary calculations, it is estimated your share of the PAGA Settlement Amount will be «**EstPAGAAmount**»

If you disagree with the number of PAGA Work Weeks, you may submit evidence to the Settlement Administrator on or before January 8, 2022 with documentation to establish the number of weeks you claim to have actually worked for All Care while performing nursing duties in California between May 14, 2019 and May 24, 2021 (excluding any leaves of absence). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Settlement Administrator will render a final decision.

VII. What rights am I releasing if I participate in the Settlement?

Once the Court approves the proposed Settlement and enters Judgment, and All Care funds the Settlement, then the Settlement Agreement will bind all Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against All Care. Specifically, the Participating Class Members will fully release and discharge the Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, as well as individual defendants Andrew J. Pagsisihan, Lilia Pagsisihan, and Apolonio Pagsisihan, of all causes of action and factual or legal theories that were alleged in the Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Complaint, including all of the following claims for relief: (i) failure to pay regular and minimum wages; (ii) failure to pay all overtime wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to reimburse business expenses; (vi) failure to timely pay final wages; (vii) failure to provide accurate itemized wage statements; (viii) unfair and unlawful business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the Complaint; including all damages, statutory penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. These released claims and damages are hereinafter referred to as "Released Claims." The time period governing these Released Claims shall be at any time from May 14, 2016 and May 24, 2021.

Participating Class Members will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Participating Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."

VIII. What rights am I releasing regardless of whether I participate in the Settlement?

Once the Court approves the proposed Settlement and enters Judgment, and All Care funds the Settlement, then the PAGA Group Members will fully release and discharge the Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, as well as individual defendants Andrew J. Pagsisihan, Lilia Pagsisihan, and Apolonio Pagsisihan, of all PAGA claims alleged in the Action during the PAGA Period of May 14, 2019 through May 24, 2021, seeking civil penalties that are premised upon (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to reimburse for business expenses; (vi) failure to timely pay final wages; (vii) failure to provide accurate itemized wage statements; and (viii) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* that could have been alleged based on the facts or claims alleged in the Complaint (the “PAGA Released Claims”).

IX. What options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the opt-out procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described above. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Payment.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Defendants and the Defendants will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than January 8, 2022 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should express a clear intent to be excluded from the Settlement with the understanding that Class Members who ask to be excluded will not receive any money as a Class Member from the Settlement.

Send the Request for Exclusion directly to the Settlement Administrator, **postmarked no later than January 8, 2022**. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment.

PAGA Group Members have no right to exclusion and will release the PAGA Released Claims upon Final Approval of the Settlement, regardless of a timely request for exclusion as a Class Member.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement if you believe they are unfair or unreasonable. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object, you must submit a written objection stating (i) your full name, address, telephone number, last four digits of Social Security number, (ii) the case name and number, (iii) a clear statement indicating that you seek to object to the Settlement, (iv) the specific legal and/or factual reason(s) in support of the objection, as well as any documentation or evidence in support thereof, (v) a statement of whether you intend to appear at the final approval hearing, (vi) the name and address of your attorney(s) if you are represented, and (vii) your signature. Objections must be in writing and mailed to the Settlement Administrator, **by no later than January 8, 2022**. Objections that do not include all required information, or that are not submitted timely, will not be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked.**

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for March 16, 2022, at 10:30 a.m. in Department SS1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before January 8, 2022. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval hearing,

please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a Class Member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

X. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented litigation costs and the Service Payment to the Class Representative on March 16, 2022, at 10:30 a.m. in Department SSC1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. To confirm the date and location of the hearing, please visit the Court website below and enter the case number (20STCV18318):

<http://www.lacourt.org/CaseSummary/UI/index.aspx?casetype=civil>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

XI. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Class Action Settlement Agreement (the Settlement Agreement) at Office of the Clerk, Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

XII. Court's Social Distancing Guidelines.

Please be advised that the Court has imposed social distancing guidelines for attendance at hearings and reviewing court files. Based on current conditions, including but not limited to, the spread of COVID-19 disease, the state of emergency having been declared by Governor Gavin Newsom, the need for social distancing, Class Members are encouraged to appear remotely via LACourtConnect which can be arranged at <http://www.lacourt.org/lacc/> or by contacting the Judicial Assistant in Department 1 for further instructions.

XIII. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is **January 8, 2022**. The deadline for mailing an objection to the Settlement Administrator is **January 8, 2022**. These deadlines will be strictly enforced.

XIV. Who is the Settlement Administrator?

Robertson v. All Care Home Health Provider Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Phone: 1-(888) 431-2280
Facsimile: (949) 419-3446

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

EXHIBIT B



[Date]

CPT ID: <<ID>>

<<FullName>>

<<Address1>> <<Address2>>

<<City>> <<State>> <<Zip>>

Re: Robertson v. All Care Home Health Provider Class Action

Dear <<FullName>>:

On or about November 24, 2021, you were mistakenly mailed a Notice of Settlement of Class Action for the **Robertson v. All Care Home Health Provider Class Action**.

Please disregard that notice, as your hire date of 7/16/2021 is outside of the class period for this matter. The class period is from 5/14/2016 to 5/24/2021, therefore you do not qualify for participation in the class-action settlement.

We apologize for any inconvenience that this error caused.

If you have any questions regarding this, please contact us:

Robertson v. All Care Home Health Provider Settlement Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Phone: 1-(888) 431-2280

Sincerely,

CPT Group, Inc.
Claims Administrator