

Edwin Aiwarzian (SBN 232943)
Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

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

VICTOR FARDANESH, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

HEALTHCARE SERVICES GROUP, INC.,
an unknown business entity; HCSG WEST
LLC, an unknown business entity; 915
QUALITY BUSINESS SOLUTIONS, INC.,
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV33842

Honorable Maurice A. Leiter
Department 54

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES, COSTS,
SERVICE AWARD, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor
Code § 2698, *Et Seq.*) Settlement Agreement
and Award of Attorneys' Fees, Costs, Service
Award, and Settlement Administration Costs;
Declaration of Plaintiff (Victor Fardanesh);
and [Proposed] Order and Judgment filed
concurrently herewith]

Date: June 6, 2022
Time: 9:00 a.m.
Department: 54

Complaint Filed: September 3, 2020
Trial Date: None Set

**DECLARATION OF EDWIN AIWAZIAN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT
AND AWARD OF ATTORNEYS' FEES, COSTS, SERVICE AWARD, AND SETTLEMENT ADMINISTRATION COSTS**

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Victor Fardanesh ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately August 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

///

1 5. At *Girardi & Keese*, my practice focused on massive class actions and other
2 complex cases involving toxic torts and products liability. In addition, I gained substantial
3 experience on cases involving insurance bad faith, premises liability, and medical negligence.
4 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended
5 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or
6 trial.

7 6. Since its inception, in or around October of 2008, our firm has almost exclusively
8 focused on the prosecution of consumer and employment representative and class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices or consumer
10 fraud. Currently, we are the attorneys of record in over a dozen employment-related putative
11 class actions and representative actions in both state and federal courts in the State of California.
12 Our firm has successfully litigated cases involving the executive, administrative, and other
13 overtime exemptions to the State of California and federal overtime compensation requirements.
14 During this relatively short time, in association with other law firms, we have recovered millions
15 of dollars on behalf of thousands of individuals in California.

16 **EXAMPLES OF REPRESENTATIVE AND CLASS ACTION RESULTS**

17 7. What follows are just a few examples of the type of results Lawyers *for* Justice,
18 PC (“LFJ”) has achieved on behalf of its clients:

19 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class action against a major property management company involving allegations
21 of misclassification of various “manager” positions. On September 20, 2010, the court granted
22 final approval of the class action settlement. The Los Angeles County Superior Court Case
23 Number is BC400414.

24 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of household items involving allegations of
26 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
27 granted final approval of the class action settlement. The Los Angeles County Superior Court
28 Case Number is BC413498.

1 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a national property management company involving
3 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
4 granted final approval of the class action settlement. The Los Angeles County Superior Court
5 Case Number is BC430918.

6 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer involving allegations of misclassification
8 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a bank, involving allegations of
13 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
14 granted final approval of the class and PAGA representative action settlement. The Kern County
15 Superior Court Case Number is S-1500-CV-273194-LHB.

16 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a national wholesale distributor of
18 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
19 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
20 representative action settlement. The Sacramento County Superior Court Case Number is 34-
21 2012-00136285.

22 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
23 wage-and-hour class action against a multinational corporation that provides global workplace
24 solutions, involving allegations of misclassification of the “Operations Manager” position. On
25 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
26 County Superior Court Case Number is BC478769.

27 ///

28 ///

1 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national retailer of household
3 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
4 final approval of the class and PAGA representative action settlement. The San Francisco
5 County Superior Court Case Number is CGC-13-532344.

6 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
8 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
9 motion for class certification. On October 20, 2017, the court granted final approval of the class
10 and PAGA representative action settlement. The Los Angeles County Superior Court Case
11 Number is BC474784.

12 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of upscale
14 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
15 court granted final approval of the class and PAGA representative action settlement. The Los
16 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
17 Council Coordination Proceeding Number is 4794.

18 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
20 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
21 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class.
26 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.

28 ///

1 m) LFJ represented the plaintiff in a PAGA representative action against a
2 real estate and property management company, on behalf of non-exempt employees. On
3 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
4 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
7 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
16 the employer's motion to compel arbitration, which resulted in a published opinion by the
17 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
18 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
19 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
20 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
21 5046.

22 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a consumer packaging company,
24 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
25 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
26 Number is BC590429.

27 ///

28 ///

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class and PAGA representative action against a lumber and hardware company on
8 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
9 class and PAGA representative action settlement. The Orange County Superior Court Case
10 Number is 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement.
19 The Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action
23 settlement. The Alameda County Superior Court Case Number is RG15764300.

24 w) Our firm represented the plaintiff in a PAGA representative action, against
25 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.

28 ///

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court entered an order granting final approval of the
9 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
10 Number is BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an
14 order granting final approval of the class and PAGA representative action settlement. The Los
15 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council
16 Coordination Proceeding Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court entered an order granting final approval of the
20 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
21 Number is BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
24 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
25 The Tulare County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior
7 Court Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt
15 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
16 certification in part and certified a class. The Alameda County Superior Court Case Number is
17 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law and finding, in part, that
28 employer arbitration agreements are unenforceable where they block a PAGA claim from

proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

ii) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

jj) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'

1 motion for class certification and certified a class. The San Diego County Superior Court Case
2 Number is 37-2015-00025968-CU-OE-CTL.

3 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 oo) LFJ represents the plaintiff in a wage-and-hour class action against an
8 iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15,
9 2022, the court granted the plaintiff's motion for class certification in part and certified a class.
10 The San Francisco Superior Court Case Number is CGC-16-550794.

11 **THE SETTLEMENT REACHED IN THE ABOVE-CAPTIONED ACTION**

12 8. Marked and attached hereto as "EXHIBIT 1" is the Labor Code Private
13 Attorneys General Act Settlement Agreement ("Settlement," "Agreement," or "Settlement
14 Agreement"), entered into between Plaintiff Victor Fardanesh, for himself and on behalf of the
15 State of California and other aggrieved employees pursuant to the Private Attorneys General Act,
16 and Defendants Healthcare Services Group, Inc. and HCSG West LLC (together, "Defendants").
17 The parties have also drafted and agreed to the form and content of the proposed Cover Letter
18 ("Cover Letter") for mailing to Aggrieved Employees when Individual PAGA Payments are
19 distributed to them as well as the proposed postcard for mailing to Aggrieved Employees to
20 remind them to cash their Individual PAGA Payment check, in substantially the forms attached
21 as "EXHIBIT 1" and "EXHIBIT 2," respectfully, to the [Proposed] Order and Judgment
22 Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
23 Settlement Agreement and Award of Attorneys' Fees, Costs, Service Award, and Settlement
24 Administration Costs. Plaintiff's Counsel also respectfully requests that the Court approve the
25 proposed Cover Letter and postcard.

26 9. The Aggrieved Employees covered by the Settlement consist of the following
27 individuals: all current and former employees of Healthcare Services Group, Inc. and HCSG
28 West LLC employed in California at any time between June 30, 2019 and December 28, 2019

1 who were classified as non-exempt and held the job title of “account manager” (“Aggrieved
2 Employees”). The “PAGA Period” means the period between June 30, 2019 and December 28,
3 2019. Defendant has represented that there are approximately four hundred (400) Aggrieved
4 Employees.

5 10. It should also be noted that Plaintiff has satisfied the prerequisites under
6 California Labor Code section 2699.3(a), including, and not limited to, providing the California
7 Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of
8 the specific provisions of the California Labor Code that are alleged to have been violated,
9 including the facts and theories to support the alleged violations, by way of written
10 correspondence on June 17, 2020. The notice was sent by U.S. Certified Mail to the employer
11 and the notice was submitted to the LWDA by way of online submission on the LWDA’s
12 website. The LWDA did not respond to the letter that was sent on behalf of Plaintiff.

13 11. The “Gross Settlement Fund” means the amount of \$350,000.00 that Defendants
14 will pay under the Settlement. The Settlement Agreement provides that the “Net Settlement
15 Fund” will be the Gross Settlement Fund less the following amounts: (1) Attorneys’ Fees in the
16 amount of \$122,500.00 and Attorneys’ Costs in the amount up to \$25,000.00 for reimbursement
17 of litigation costs and expenses to Plaintiff’s Counsel; (2) Service Award of \$9,500.00 to
18 Plaintiff; and (3) Settlement Administration Costs of up to \$4,000.00 to the Settlement
19 Administrator. Plaintiff’s Counsel only seeks an award of Attorneys’ Costs in the amount of
20 \$17,135.70 for reimbursement of litigation costs and expenses, and assuming the requested
21 award and Attorneys’ Fees, Service Award, and Settlement Administration Costs are approved
22 by the Court, the Net Settlement Fund is estimated to be approximately \$196,864.30. The Net
23 Settlement Fund will be distributed to the LWDA and the Aggrieved Employees pursuant to
24 California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Fund
25 will be distributed to the LWDA, which is estimated to be \$147,648.22 (“LWDA Payment”), and
26 twenty-five percent (25%) of the Net Settlement Fund, which is estimated to be \$49,216.08, will
27 be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of full or
28 partial pay periods they were employed by Defendants in California as a non-exempt employee

1 holding the job title of “account manager” during the PAGA Period according to Defendants’
2 personnel and payroll records (“Pay Periods”). The parties have agreed to retain Simpluris, Inc.
3 (“Simpluris” or “Settlement Administrator”) to handle the administration of the Settlement, and
4 the parties respectfully request that this Court appoint Simpluris to serve as the Settlement
5 Administrator. The Settlement Administration Costs are estimated not to exceed \$4,000.00 and
6 will be paid out of the Gross Settlement Fund, subject to approval by the Court.

7 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL**

8 12. The effectiveness of Plaintiff’s Counsel, Lawyers for Justice PC, in prosecuting
9 this matter has translated into the recovery of a substantial sum of monetary benefits for Plaintiff,
10 Aggrieved Employees, and the State of California in the following respects: (1) their recoveries
11 over a reasonably short period of time as opposed to waiting additional years for the same, or
12 possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar
13 representative action settlements of this type; and (3) significant savings in fees and costs which
14 would have only increased significantly had the case progressed through trial and/or appeals.

15 13. After engaging in extensive formal and informal discovery, the parties
16 participated in settlement negotiations to try to resolve the lawsuit. These efforts included
17 participating in a full-day mediation on October 19, 2021, conducted by Deborah Crandall Saxe,
18 Esq., a well-respected mediator experienced in mediating complex labor and employment
19 matters. With the aid of the mediator, the parties reached the Settlement described herein.
20 During mediation, the parties discussed all aspects of the case, including the risks and delays of
21 further litigation, the risks to the parties of proceeding with trial, possible arbitration
22 proceedings, the law relating to representative PAGA actions, off-the-clock theory, wage-and-
23 hour enforcement, and arbitration agreements, the evidence produced and analyzed, and the
24 possibility of bifurcation of discovery and/or trial and appeals, among other things. As discussed
25 in the attached Settlement Agreement, parties considered other overlapping cases as well (the
26 *Gonzales* Action and *Foxx* Action) that have already settled. During all settlement discussions,
27 the parties conducted their negotiations at arm’s length in an adversarial position.

28 ///

1 14. Both sides used the pre-mediation time period to investigate the veracity, strength,
2 and scope of the PAGA claims. Prior to engaging in mediation, Plaintiff conducted significant
3 investigation and formal and informal discovery regarding the facts of the case, including and
4 not limited to, the exchange, review, and analysis of a large amount of documents and data
5 obtained from Defendants and other sources. Plaintiff's Counsel propounded multiple sets of
6 formal written discovery onto Defendants (specifically, Requests for Production of Documents
7 (Set One); Special Interrogatories (Sets One & Two); and Form Interrogatories – General (Set
8 One)) and noticed the depositions of Defendants' Person Most Knowledgeable designees
9 regarding organizational structure and wage and hour practices. The documents and data that
10 were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, the
11 employment records of Plaintiff and other Aggrieved Employees, employees' time and pay data,
12 Defendants' Employee Handbook, Defendants' Arbitration Agreement, job descriptions, various
13 agreements and acknowledgments (such as, Defendants' Employee Handbook
14 Acknowledgement, Acknowledgment to Arbitration Agreement, and Employee
15 Acknowledgement Slip-Resistant Shoe (SRS) Program) and Defendants' operations practices,
16 policies (such as, Defendants' Mandatory Arbitration Policy, Timekeeping Requirements policy,
17 Overtime, Non-Exempt Employees policy, Mean Periods and Rest Breaks policy, Payment on
18 Resignation or Termination policy, Business Expenses policy, Personnel Records policy, and
19 Personal Appearance Standards policy) and procedures, among other documents. Counsel for
20 the parties undertook significant investigation, and also invested time reviewing and analyzing
21 relevant documents and data to evaluate Plaintiff's claims, including, and not limited to,
22 calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's
23 Counsel included, but was not limited to: meeting and conferring with Defendants' counsel
24 regarding the mediation and settlement, among other issues; participating in case strategy and
25 analysis; drafting, reviewing, and revising the mediation memorandum; and preparing for the
26 mediation and settlement negotiations. Counsel for the parties have further invested time to
27 research the applicable law, which is constantly evolving as it relates to representative PAGA
28 actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements, Plaintiff's

claims, and Defendants’ defenses, as well as facts discovered.

15. Based on investigation and information discovered, Plaintiff’s Counsel believes that there is sufficient evidence to support the allegations that Defendants violated the California Labor Code. While Plaintiff’s Counsel believes that the PAGA claims have merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff’s Counsel also recognize Defendants’ defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claims require individualized inquiries that would render adjudication of the PAGA claims unmanageable or at odds with Defendants’ right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 756 (“courts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered manageable”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 712, *petition for cert. pending* (May 2, 2022) (“[i]mposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”)

16. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claims, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants’ conduct warrants the imposition of penalties. Plaintiff’s core allegation is that Defendants have violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse

1 necessary business-related expenses and costs.

2 17. From the inception of this litigation, Defendants indicated that they would
3 aggressively litigate this matter and contended that they would ultimately succeed in the action.
4 Defendants maintained several defenses to Plaintiff's allegations, which, if successfully argued
5 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
6 litigation, Defendants maintained, and continue to maintain, that they did not engage in a
7 uniform policy and systematic scheme of wage abuse against their non-exempt employees, and
8 that they had, and continue to have, legally-compliant employment policies and practices
9 throughout the time period at issue. Defendants deny that they ever violated any provision of the
10 California Labor Code. Defendants further denied, and continue to deny, that the lawsuit is
11 appropriate for representative adjudication for any purpose other than the Settlement.

12 18. Importantly, Defendants also contended that the claims of other Aggrieved
13 Employees whom Plaintiff seeks to represent are subject to enforceable agreements to arbitrate
14 disputes arising from their employment. Defendants contended that the arbitration agreements
15 (which included a waiver of class, collective, and representative proceedings) could effectively
16 be used to require Aggrieved Employees to arbitrate their individual claims on which the PAGA
17 claims are predicated, and that the California Supreme Court's decision in *Iskanian v. CLS*
18 *Transportation* and the U.S. Supreme court's decision in *Epic Systems Corp. v. Lewis* could be
19 read to thwart the ability to obtain victim-specific relief on behalf of a group of employees by
20 way of Court action. Although the parties disagreed on whether or not the arbitration agreements
21 are enforceable and their impact, what was clear was the uncertain state of the law and
22 inconsistent applications of existing law by state and federal courts throughout California
23 regarding the viability of PAGA claims and how arbitration agreements impact PAGA claims.
24 There is also uncertainty arising from U.S. Supreme Court review in *Moriana v. Viking River*
25 *Cruises, Inc.*, No. B297327, 2020 WL 5584508 (Cal. Ct. App. 2d Dist. Sept. 18, 2020), *cert.*
26 *granted*, 2021 WL 5911481 (U.S. Dec. 15, 2021) (No. 20-1573).

27 ///

28 ///

1 19. Even if Defendants failed on their defenses, Plaintiff would inevitably face other
2 challenges in court. For example, Defendants challenged Plaintiff's standing as an aggrieved
3 employee and denied that any of Defendants' other employees whom Plaintiff seeks to represent
4 are aggrieved. Aside from challenges relating to standing, Defendants would have likely sought
5 bifurcation of discovery and/or trial of the PAGA claims — multiple courts have taken such an
6 approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendants also
7 contended that an important feature of the PAGA statute is that a court has discretion to reduce
8 the penalties to be assessed against the employer pursuant to California Labor Code section
9 2699(e)(1)-(2). Defendants denied and continue to deny that they ever violated any provision of
10 the California Labor Code. Assuming, *arguendo*, that any violations occurred, Defendants
11 argued the violations would not be viewed as subsequent violations giving rise to heightened
12 penalties. Defendants also argued that the Court was unlikely to assess cumulative penalties for
13 the maximum number of possible, separate California Labor Code violations, because it would
14 be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be
15 regulated by multiple provisions of the California Labor Code that are interrelated and work in
16 tandem.

17 20. The parties had the opportunity to review documents and data regarding
18 Plaintiff's and Aggrieved Employees' employment with Defendants, including, and not limited
19 to, Plaintiff's and other Aggrieved Employees' employment records, as well as information
20 regarding Defendants' operations and employment policies, practices, and procedures, in an
21 effort to determine the potential value and strength of the PAGA claims. Counsel for the parties
22 invested time reviewing and analyzing the relevant documents and data, and this information
23 made it possible to calculate the potential value of the PAGA claims. Accordingly, the parties
24 have conducted sufficient investigation and review of information to be sufficiently apprised of
25 the nature and extent of the claims asserted in this lawsuit (including and not limited to, vis-à-vis
26 other overlapping cases that settled), and to enable both sides to fully evaluate the Settlement for
27 its fairness, adequacy, and reasonableness. The parties have also considered the settlement
28 negotiations and the recommendations of the mediator, Deborah Crandall Saxe, Esq., who is

highly experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration proceedings, and/or appeals.

21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$122,500.00, which represents thirty-five percent (35%) of the Gross Settlement Fund, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of more than thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the action; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the matter; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved for the Plaintiff, the State of California, and Aggrieved Employees; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this matter.

22. I am aware that the common and acceptable rate for contingency representation in wage and hour class action litigation is normally 40% before trial, with the range being from 33.3% up to 50%.

23. While not necessarily required to be demonstrated because a percentage of the fund based on the contingent fee agreed to by Plaintiff is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Plaintiff's Counsel has spent a total of **322.20 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 2**" is an Attorney Task and Time Chart that sets in detail the nature of the

1 legal services provided by Plaintiff's Counsel and the time incurred in performing those services.
2 These hours include work done by myself and several other attorneys at the firm. We also had
3 litigation support personnel actively engaged in assisting with the prosecution of the matter.

4 24. The work performed in this particular matter, the background of our firm, as well
5 as the individual backgrounds, training, and experience of the attorneys who worked on this
6 matter, in litigating complex wage-and-hour class and PAGA representative actions, support a
7 reasonable blended hourly rate of compensation at the rate of at least \$600 for work performed
8 by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating
9 the firm at the rate of at least \$600 per hour for legal services performed, by courts granting
10 approval of wage and hour class action and/or representative action settlements in other cases:
11 final approval of the class and representative action settlement in *David Dugan v. TEC*
12 *Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on
13 July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval
14 of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan*
15 (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award
16 of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement
17 in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court
18 Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of
19 attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative
20 action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County
21 Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of
22 attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative
23 action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No.
24 SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved a
25 higher hourly rate of \$855.96; final approval of the class and representative action settlement in
26 *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No.
27 RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved a
28 higher hourly rate of \$831.38; final approval of the class and representative action settlement in

1 *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No.
2 2020582) was granted on May 15, 2018, and the award of attorney's fees involved a higher
3 hourly rate of \$780.77; final approval of the class and representative action settlement in
4 *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No.
5 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved a
6 higher hourly rate of \$845.64.

7 **LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL**

8 25. Plaintiff's Counsel has incurred \$17,135.70 in litigation costs and expenses as
9 reflected in the Case Cost Detail attached hereto as "EXHIBIT 3." These expenses were
10 reasonable and necessary in the prosecution of the matter and to obtain the Settlement, and is less
11 than the maximum amount allocated under the Settlement Agreement.

12 **SERVICE AWARD TO PLAINTIFF**

13 26. In recognition of his efforts and work in spearheading the litigation of this matter,
14 the Settlement provides a Service Award to Plaintiff in the amount of \$9,500.00 to be paid out of
15 the Gross Settlement Fund. The requested Service Award is fair and appropriate. By initiating
16 and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook
17 the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial
18 amount of time and effort gathering and producing relevant documents and information,
19 providing the facts and evidence necessary to attempt to prove the allegations, speaking with
20 other Aggrieved Employees about the case, and discussing his employment with his counsel.
21 Plaintiff was available whenever his counsel needed him and actively tried to obtain information
22 that would facilitate the pursuit of the litigation. Accordingly, it is appropriate and just for
23 Plaintiff to receive a Service Award, in addition to the Individual PAGA Payment he will receive
24 as an Aggrieved Employee, for his services on behalf of the State of California and other
25 Aggrieved Employees.

26 27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
27 statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable,
28 and adequate, and in the best interests of Plaintiff, the State of California, and other Aggrieved

1 Employees given the substantial monetary benefits provided for by the Settlement, the strengths
2 and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated
3 with continued litigation.

4 I declare under penalty of perjury under the laws of the State of California that the
5 foregoing is true and correct.

6 Executed this 17th day of May 2022, at Glendale, California.

7 

8 _____
Edwin Aiwanian

EXHIBIT 1

**LABOR CODE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT**

This Labor Code Private Attorneys General Act Settlement Agreement is entered into between Plaintiff Victor Fardanesh (“Plaintiff”), on behalf of himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined below), and Defendants Healthcare Services Group, Inc. and HCSG West LLC (together, “Defendants”). Plaintiff and Defendants are collectively referred to herein as the “Parties,” and each may be individually referred to herein as “Party.”

I. FACTUAL BACKGROUND

A. On June 17, 2020, Plaintiff, through Plaintiff’s Counsel (as defined below), sent a letter to the LWDA (as defined below), notifying the LWDA that he intended to pursue a claim for civil penalties against Defendants under the Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”) based on Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 6-2001 (“PAGA Letter”). The LWDA did not respond to the PAGA Letter or otherwise indicate that it intended to investigate Plaintiff’s allegations.

B. After waiting the required 65 days without a response from the LWDA regarding Plaintiff’s PAGA Letter, on September 3, 2020, Plaintiff filed or caused to be filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Complaint”) against Healthcare Services Group, Inc., HCSG West LLC, and Quality Business Solutions, Inc. (erroneously sued as “915 Quality Business Solutions, Inc.”) in the Superior Court of California, County of Los Angeles. The Complaint alleged a single cause of action for civil penalties under the PAGA predicated on Defendants alleged failure to pay minimum and overtime wages for all hours worked, provide meal periods, provide rest periods, timely pay wages upon termination of employment, timely pay wages during employment, provide complete and accurate wage statements, keep complete and accurate payroll records, and reimburse necessary business-

related expenses and costs. Defendants contend that Quality Business Solutions, Inc., erroneously sued as “915 Quality Business Solutions, Inc.,” only provides payroll services to Defendants and is not an employer of the Aggrieved Employees.

C. On October 19, 2020, Healthcare Services Group, Inc. and HCSG West LLC filed their Answer to the Complaint.

D. The Parties agreed to participate in a private mediation to resolve the Action (as defined below). Prior to mediation, Plaintiff propounded extensive formal discovery requests and notices of deposition of Defendants’ person(s) most knowledgeable, and the Parties engaged in an informal exchange of documents and information, including and not limited to, Defendants producing data, documents, and information regarding the time and scope of the policies at issue as well as the number of pay periods and employees affected.

E. In resolving the Action (as defined below), the Parties have taken into consideration the separate lawsuit entitled *Mary Jane Gonzales v. Healthcare Services Group, Inc., et al.*, filed on October 31, 2018, in the Superior Court of California for the County of San Francisco, Case No. CGC-18-570988 (“*Gonzales Action*”), which was commenced prior to the Action, pursuing civil penalties under PAGA. In resolving the Action, the Parties have also taken into consideration the separate lawsuit entitled *Donovin Foxx, et al. v. Healthcare Services Group, Inc., et al.*, filed on June 3, 2021, in the Superior Court of California for the County of Alameda, Case No. RG21100855 (“*Foxx Action*”), which was commenced after the Action, pursuing civil penalties under PAGA. The *Gonzales Action* alleged, in total, six (6) causes of action for civil penalties under the PAGA that, collectively, are predicated on the violations alleged in the *Fardanesh Action*, with the exception of the allegations that Defendants failed to keep complete and accurate payroll records and reimburse necessary business-related expense and costs, with respect to Defendants’ employment of non-exempt employees in California for the period commencing August 27, 2017. The parties in the *Gonzales Action* reached a settlement of that case that resolves any and all claims under the PAGA, based on or arising out of the facts alleged in that case and the plaintiff’s PAGA letter to the LWDA, or that could have been alleged under the PAGA based

on the same facts, including the PAGA claims alleged in that case, with respect to Defendants' employment of non-exempt employees in California between August 27, 2017 and the "Effective Date," as defined in the settlement agreement in that case, or January 5, 2022, whichever is sooner. The release in the *Gonzales* Action does not include claims that are alleged in the *Foxx* Action or the claims for alleged violation of Labor Code § 2802 for pay periods that pre-date the applicable statute of limitations in the *Foxx* Action and that have been made in this Action. However, the release in the *Gonzales* Action covers any claims made in this Action, as well as any claims alleged in any other PAGA actions pending against Defendants covering the "PAGA Recovery Period," as defined in the settlement of that case, that overlap with the claims made or that could have been made based on the facts alleged in the *Gonzales* Action. The *Foxx* Action alleged, in total, five (5) causes of action for civil penalties under the PAGA that, collectively, are predicated on the violations alleged in this Action with the exception of the meal period and rest period PAGA claims, with respect to Defendants' employment of non-exempt employees in California for the time period commencing December 28, 2019. The parties in the *Foxx* Action reached a settlement of that case that resolves any and all claims under PAGA, based on arising out of the facts alleged in that case and the plaintiffs' PAGA letters to the LWDA or that could have been alleged under the PAGA based on the same facts, including the PAGA claims alleged in that case, with respect to Defendants' employment of non-exempt employees in California between December 28, 2019 and the later of January 31, 2022, or the date of court approval of the settlement in that case. The release in the *Foxx* Action covers all overlapping claims made in this Action, but does not include claims alleged in the *Gonzales* Action.

F. On October 19, 2021, the Parties participated in a private mediation before Deborah Saxe, Esq. Although the case did not settle on that day, the Parties reached an agreement in principle on October 22, 2021 after a mediator's proposal was made by the mediator and accepted by the Parties. The negotiations leading to a settlement in principle and to the terms of this Agreement (as defined below) were at all times non-collusive and conducted at arm's length.

///

G. Plaintiff and Plaintiff's Counsel have conducted a thorough investigation into the facts and violations alleged in the Action (as defined below), for the benefit of Plaintiff, the State of California, and all Aggrieved Employees. Based on that investigation, Plaintiff and Plaintiff's Counsel (as defined below) believe that the settlement is fair, reasonable, adequate, and in the best interests of the State of California and Aggrieved Employees.

H. Defendants deny that they violated the law in any manner, including as alleged in the Action. This Agreement is a compromise of disputed claims. Defendants have asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, penalties or other payments. Nothing contained herein, nor the consummation of the Settlement (as defined below), shall be construed or deemed an admission of liability or wrongdoing on the part of Defendants or any of the other Released Parties (as defined below).

II. TERMS OF AGREEMENT

A. Definitions.

1. "Action" refers to the lawsuit filed and that is now pending in the Superior Court of the State of California for the County of Los Angeles, entitled *Fardanesh v. Healthcare Services Group, Inc. et al.*, Los Angeles Superior Court Case No. 20STCV33842.

2. "Agreement" means this Labor Code Private Attorneys General Act Settlement Agreement.

3. "Aggrieved Employees" means all current and former employees of Healthcare Services Group, Inc. and HCSG West LLC employed in California at any time between June 30, 2019 and December 28, 2019 who were classified as non-exempt and held the job title of "account manager."

4. "Approval Order and Judgment" means the order and judgment to be entered by the Court upon granting approval of the Settlement of the Action and disposing of the Action that is binding upon the Parties and all Aggrieved Employees.

///

///

5. “Attorneys’ Costs” means the reasonable expenses and costs incurred by Plaintiff’s Counsel in connection with this Action, not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00), as approved by the Court.

6. “Attorneys’ Fees” means the reasonable attorneys’ fees incurred by Plaintiff’s Counsel in connection with the Action, not to exceed One Hundred Twenty-Two Thousand Dollars and No Cents (\$122,500.00) (i.e., 35% of the Gross Settlement Fund), as approved by the Court.

7. “Court” means the Superior Court of the State of California for the County of Los Angeles.

8. “Cover Letter” means the Notice of Representative Action Settlement and Payment, substantially in the form attached hereto as **Exhibit A**, which shall be subject to Court approval and which the Settlement Administrator shall mail to each Aggrieved Employee, along with that Aggrieved Employee’s Individual PAGA Payment (as defined below), generally explaining the Action and the Settlement.

9. “Defendants” means Defendants Healthcare Service Group, Inc. and HCSG West LLC.

10. “Effective Date” means the later of: (a) the date which is sixty (60) days after entry of the Approval Order and Judgment if no timely appeal is filed with respect to the Approval Order and Judgment and if no motion for extension of time to appeal is filed; or (b) if a notice of appeal is timely filed, whether or not the time to do so has been extended, the date upon which all appellate and/or other proceedings resulting from the notice of appeal have been fully terminated in such manner as to permit the Approval Order and Judgment to take effect.

11. “Gross Settlement Fund” means Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00), the maximum amount Defendants agree to pay to settle this Action. This amount includes Attorneys’ Fees, Attorneys’ Costs, the Service Award, Settlement Administration Costs, Individual PAGA Payments, and the LWDA Payment.

///

12. “Individual PAGA Payment” means twenty-five percent (25%) of the Net Settlement Fund, payable to each Aggrieved Employee.

13. “LWDA” means the California Labor and Workforce Development Agency.

14. “LWDA Payment” means seventy-five percent (75%) of the Net Settlement Fund, payable to the LWDA as penalties pursuant to the PAGA.

15. “Net Settlement Fund” means the Gross Settlement Fund, less Attorneys’ Fees, Attorneys’ Costs, Settlement Administration Costs, and the Service Award. Seventy-five percent (75%) of the Net Settlement Fund shall be paid to the LWDA as the LWDA Payment and twenty-five percent (25%) shall be paid to the Aggrieved Employees as Individual PAGA Payments, based on the formula specified below.

16. “PAGA Period” means the period between June 30, 2019 and December 28, 2019.

17. “Pay Periods” means, for each Aggrieved Employee, the number of full or partial pay periods he or she was employed by Defendants in California as a non-exempt employee holding the job title of “account manager” during the PAGA Period according to Defendants’ personnel and payroll records.

18. “PAGA Settlement Package” means the Individual PAGA Payments and Cover Letters which shall be mailed to all Aggrieved Employees by the Settlement Administrator.

19. “Plaintiff” means Plaintiff Victor Fardanesh.

20. “Plaintiff’s Counsel” means Edwin Aiwazian, Arby Aiwazian, and Joanna Ghosh of Lawyers *for* Justice, PC.

21. “Released Parties” means Defendants, Quality Business Solutions, Inc., and each of their respective past and present subsidiaries, directors, officers, employees, shareholders, partners, agents, attorneys, insurance carriers, executors, administrators, representatives, joint venturers, employers, joint employers, clients, predecessors, successors and assigns of any of the

foregoing, as well as anyone and everyone who could have been named in such action based on the facts contained in the Complaint or in the PAGA Letter.

22. “Service Award” means the amount of up to Nine Thousand Five Hundred Dollars and No Cents (\$9,5000.00), to be paid to Plaintiff subject to Court approval, in addition to his Individual PAGA Payment, for his efforts in bringing and prosecuting this matter, as well as for his general release of claims and waiver under California Civil Code § 1542.

23. “Settlement” means this Labor Code Private Attorneys General Act Settlement Agreement, which is intended to settle and finally and completely dispose of the Action subject to Court Approval, as set forth in this Agreement.

24. “Settlement Administration Costs” means the reasonable costs and fees of administration of this Settlement to be paid to the Settlement Administrator from the Gross Settlement Fund estimated not to exceed Four Thousand Dollars and No Cents (\$4,000.00), including, but not limited to: (i) prior to mailing the PAGA Settlement Packages, updating Aggrieved Employees’ mailing addresses through the National Change of Address Database (“NCOA”), and on the return of undelivered PAGA Settlement Packages, reasonable skip tracing to obtain alternate mailing addresses; (ii) printing and mailing and re-mailing (if necessary) of PAGA Settlement Packages to Aggrieved Employees; (iii) preparing and submitting to Aggrieved Employees and government entities all appropriate tax filings and forms, including IRS Forms 1099; (iv) computing the amount of and distributing Attorneys’ Fees, Attorneys’ Costs, Individual PAGA Payments, and the Service Award; (v) establishing a Qualified Settlement Fund (“QSF”) under Section 468B of the Internal Revenue Code for the purpose of administering this Settlement, in which the Gross Settlement Fund shall be placed and from which payments required by the Settlement shall be made; (vi) responding to and addressing communication from the Parties and their counsel and from Aggrieved Employees; (vii) formatting and mailing a postcard to those who have yet to cash their Individual PAGA Payment checks to remind them to do so before the void date; (viii) forwarding the funds from uncashed Individual PAGA Payment checks to the State

Controller's Office Unclaimed Property Division in the names of Aggrieved Employees, as specified herein; and (ix) complying with all orders of the Court.

25. "Settlement Administrator" means Simpluris, Inc. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator that could create a conflict of interest.

26. "Total Pay Periods" means the aggregate number of Pay Periods all Aggrieved Employees were employed by Defendants in California during the PAGA Period during which they were classified as non-exempt and held the job title of "account manager," according to Defendants' personnel and payroll records.

B. Monetary Consideration.

1. Plaintiff and Defendants agree that the Action and Released Claims shall be ended, settled, resolved, concluded, and dismissed with prejudice by agreement of Defendants to pay the Gross Settlement Fund pursuant to the terms and conditions of this Agreement and for the other consideration set forth herein, including, but not limited to, a release of claims by Plaintiff and the Aggrieved Employees as set forth below. As a condition of the Settlement, Plaintiff and Plaintiff's Counsel agree not to intervene in, or otherwise object to, the proposed settlements in either the *Gonzales* Action or the *Foxx* Action. Notwithstanding the foregoing, nothing herein shall prevent Plaintiff's Counsel from seeking fees from the gross settlement amounts in the *Gonzales* Action and/or *Foxx* Action in conjunction with those matters.

C. Approval Procedure.

1. Plaintiff shall seek approval of the Settlement from the Court by filing a motion pursuant to Labor Code § 2699(1)(2).

2. Concurrent with the filing of the motion for approval of the Settlement:

a. Plaintiff's Counsel shall submit a copy of this Agreement and Plaintiff's motion for approval of the Settlement on the LWDA at the same time as they are submitted to the Court, as required by Labor Code § 2699(1)(2).

///

b. Plaintiff's Counsel shall move for Attorneys' Fees at the same time that Plaintiff's Counsel seeks approval of this Settlement, which Defendants will not contest. Attorneys' Fees, payable from the Gross Settlement Fund, shall not exceed 35% of the Gross Settlement Fund, or One Hundred Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$122,500.00) for reasonable fees incurred in prosecuting the Action. Plaintiff's Counsel shall also move at the same time for Attorneys' Costs, payable from the Gross Settlement Fund, not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for litigation costs and expenses, which Defendants will not contest. If the Court does not approve the amount of Attorneys' Fees or Attorneys' Costs, as requested or sought, the difference between the amount requested or sought by Plaintiff's Counsel and the amount approved by the Court shall be part of the Net Settlement Fund. Plaintiff's Counsel shall provide and/or have on file with the Settlement Administrator, a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process the Attorneys' Fees and Attorneys' Costs approved by the Court. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys' Fees and Attorneys' Costs and the Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for these amounts.

3. Within ten (10) calendar days after the date that the Court enters the Approval Order and Judgment, Plaintiff's Counsel shall serve a copy of the Approval Order and Judgment on the LWDA pursuant to Labor Code § 2699(1)(3).

D. Distribution of Gross Settlement Fund.

1. No later than seven (7) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with an electronic spreadsheet containing, for each Aggrieved Employee, his or her first and last names, last known address, social security number, dates of employment, and number of Pay Periods he or she was employed by Defendants in California during the PAGA Period during which he or she held the job title of "account manager" (collectively, the "Aggrieved Employees List"). Promptly after receiving the Aggrieved Employees List, the Settlement Administrator shall run the Aggrieved Employees' addresses

through the NCOA to update and correct any known or identifiable address changes. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Aggrieved Employee. The Parties agree that this procedure is the most practicable under the circumstances and fully complies with any due process requirements. If it is determined that the number of pay periods between June 30, 2019, and December 27, 2019, exceeds 5,463 (4,750, plus 15% of 4,750) then Plaintiff, in his sole discretion, may nullify this Settlement in its entirety by giving notice to Defendants.

2. No later than ten (10) calendar days after the Effective Date, Defendants shall deliver to the Settlement Administrator via wire transfer the Gross Settlement Fund, which shall be deposited in the QSF established by the Settlement Administrator. The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the QSF.

3. No later than seven (7) calendar days after receiving the Gross Settlement Fund from Defendants, the Settlement Administrator shall pay by check or wire transfer from the QSF: (1) Attorneys' Fees and Attorneys' Costs to Plaintiff's Counsel; (2) the Service Award to Plaintiff; (3) the Settlement Administration Costs to itself (i.e., the Settlement Administrator); (4) the LWDA Payment to the LWDA; and (5) Individual PAGA Payments to the Aggrieved Employees.

4. Because this is a settlement of a PAGA action and is not a class action, the Parties agree that Aggrieved Employees shall not have the right to opt-out or otherwise exclude themselves from the Settlement.

5. From the Net Settlement Fund, the Settlement Administrator shall calculate Individual PAGA Payments on a *pro rata* basis as follows:

a. The Settlement Administrator shall divide the twenty-five percent (25%) of the Net Settlement Fund attributable to all Aggrieved Employees by the Total Pay Periods, resulting in a value for each Pay Period during the PAGA Period ("Pay Period Value"). The Settlement Administrator shall then take the number of Pay Periods for each

Aggrieved Employee and multiply it by the Pay Period Value to arrive at each Aggrieved Employee's Individual PAGA Payment.

b. Defendants' Pay Period data and the Settlement Administrator's determination of each Individual PAGA Payment shall be presumed correct, accurate and binding upon the Aggrieved Employees and the Parties, subject to review by the Court.

6. The Settlement Administrator shall mail a PAGA Settlement Package via First Class U.S. Mail to each Aggrieved Employee. If any PAGA Settlement Package is returned as undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly re-mail the PAGA Settlement Package via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine an alternate address by the use of skip-tracing, or other type of automated search, using the name, address and/or social security number of the Aggrieved Employee involved, and shall then perform a re-mailing to the Aggrieved Employee whose PAGA Settlement Package was returned as undeliverable, assuming another mailing address is identified by the Settlement Administrator.

7. Individual PAGA Payment checks will remain negotiable for ninety (90) calendar days after mailing. If an Individual PAGA Payment check remains uncashed after thirty (30) calendar days, the Settlement Administrator shall mail the Aggrieved Employee a postcard reminding him or her to cash his or her check, substantially in the form as **Exhibit B**, which shall be subject to Court approval. If an Individual PAGA Payment check remains uncashed after the 90-day period, the Settlement Administrator shall cancel said check and pay the amount represented by the check to the California State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee at issue and in the amount of his or her respective Individual PAGA Payment, for the benefit of the Aggrieved Employee until such time as he or she claims his or her property, as allowed by law.

///

8. Individual PAGA Payments and the Service Award shall not be subject to any tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Aggrieved Employee for his or her Individual PAGA Payment and to Plaintiff for the Service Award. All Parties represent they have not received, and have not relied on, advice or representations from the other Parties or their agents regarding the tax treatment of the payments under this Settlement. Plaintiff and all other Aggrieved Employees shall be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Agreement.

E. Release.

1. Release by Aggrieved Employees, Plaintiff, and the State of California:

Upon the Effective Date and full funding of the Gross Settlement Fund, Plaintiff and the State of California, and Aggrieved Employees, shall, for the PAGA Period, be deemed to have forever released, acquitted, and discharged the Released Parties from any and all demands, rights, liabilities, claims, and/or causes of action under the PAGA, based on or arising out of the facts alleged in the Action or in the PAGA Letter, or that could have been alleged under the PAGA based on the same facts, including, but not limited to, PAGA claims for the Released Parties' alleged failure to pay overtime, provide meal periods, provide rest periods, pay minimum wages, timely pay wages upon termination, timely pay wages during employment, provide complete and accurate wage statements, keep complete and accurate payroll records, and reimburse necessary business related expenses and costs, in violation of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001, 5-2001, and 6-2001 ("Released Claims").

2. The Approval Order and Judgment to be entered by the Court shall have *res judicata* effect as to the State of California and each Aggrieved Employee with respect to the claims released herein.

///

///

3. Plaintiff's Service Award and Release: Subject to Court approval, Plaintiff shall receive a Service Award in an amount not to exceed Nine Thousand Five Hundred Dollars and No Cents (\$9,500.00), to be paid from the Gross Settlement Fund, in addition to his Individual PAGA Payment as an Aggrieved Employee under this Agreement, which Defendants will not contest. If the Court does not approve the amount requested or sought as the Service Award, the difference between the amount requested or sought and the amount approved by the Court shall revert to the Net Settlement Fund.

a. In exchange for the Service Award, and upon the Effective Date and full funding of the Gross Settlement Fund, Plaintiff, on his own behalf and on behalf of his heirs, spouses, executors, administrators, attorneys, agents and assigns, forever releases, acquits, and discharges the Released Parties from all claims, losses, demands, rights, liabilities, penalties, damages, causes of action and other legal responsibilities, of any form whatsoever, whether based on federal, state, local, statutory or common law, or any other law, rule, regulation, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have been asserted in any forum by Plaintiff or his heirs, successors and/or assigns, whether directly or indirectly, representatively, derivatively or in any other capacity, including any and all known or unknown claims arising under the California Labor Code, the California Government Code and the California Business and Professions Code, and the law of contracts, torts and equity, and those claims that were asserted or could have been asserted in the Action, or which relate in any way to Plaintiff's employment with Defendants or any of the other Released Parties arising at any time prior to entry of the Approval Order and Judgment.

b. To the extent provided by law, the Settlement is intended by the Parties to be a general release and covenant not to sue as to Plaintiff. It is therefore understood and agreed that Plaintiff expressly waives the benefits of § 1542 of the California Civil Code and acknowledges the language of § 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.

F. Miscellaneous.

1. The Parties agree to stay all proceedings in the Action pending approval of the Settlement, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement.

2. The Parties agree to fully cooperate with each other and to use their best efforts to accomplish the terms of this Agreement, including, but not limited to, executing such documents as may be reasonably necessary to implement the terms of the Settlement.

3. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Agreement.

4. This Agreement shall be subject to and governed by the laws of the State of California and subject to the continuing jurisdiction of the Court, which shall have the authority to interpret, implement and enforce all terms of this Settlement.

5. This Agreement may not be changed, altered, or modified, except in writing and signed by both Parties and approved by the Court.

6. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

8. Each person signing below warrants that he or she has the authority to enter into this Agreement on behalf of the Party for which that person signs.

9. The Parties and their respective counsel agree to keep the facts and terms of this Settlement confidential until approval of the Settlement is sought from the Court and, thereafter, to the fullest extent possible. Plaintiff and Plaintiff's counsel also agree not to make or offer to make any public disclosure of the Settlement, other than what is necessary and consistent with the need for judicial approval of the Settlement and notice to the LWDA. Plaintiff's Counsel shall take all steps necessary to ensure that Plaintiff is aware of the restriction against public disclosure of the terms of the Settlement (as provided herein) and the terms of this paragraph. Plaintiff and Plaintiff's counsel shall not have any communications with the media and shall not post any terms of the Settlement on the internet, including any website. Nothing in this paragraph shall prevent Plaintiff's Counsel from communicating with the Aggrieved Employees, the LWDA, or the Court in which the Action is pending, as may be required to carry out the terms of this Settlement and/or to fulfill their ethical responsibilities under the Settlement and to their respective clients in the Action. Nothing herein will restrict Plaintiff's Counsel from referencing the Action or Settlement (to the extent this information is publicly available) in future judicial submissions to demonstrate Plaintiff's Counsel's experience and qualifications.

IN WITNESS WHEREOF, the Parties and their counsel have caused this Agreement to be executed:

Dated: 02/15/2022, 2022

Electronically Signed 2022-02-15 23:17:58 UTC - 69 234.44 62
Nintex AssureSign® a6430045-6ae4-4b0-ae75-ae3a0178a5d0

Victor Fardanesh

///

///

///

///

Dated: 2/11, 2022

HEALTHCARE SERVICES GROUP, INC.

By: 

Title: Deputy General Counsel

Dated: 2/11, 2022

HCSG WEST LLC

By: 

Title: Deputy General Counsel

APPROVED AS TO FORM AND CONTENT:

Dated: February 16, 2022, 2022

LAWYERS for JUSTICE, PC

By: 

Edwin Aiwazian

Arby Aiwazian

Joanna Ghosh

*Attorneys for Plaintiff Victor Fardanesh, and on
behalf of the State of California and Aggrieved
Employees*

Dated: February 11, 2022, 2022

CONSTANGY, BROOKS, SMITH &
PROPHETE, LLP

By: 

Kenneth D. Sulzer

Sarah K. Hamilton

Matthew A. Scholl

*Attorneys for Defendants Healthcare Services
Group, Inc. and HCSG West LLC*

Exhibit A

Admin Contact Info
Admin ID <<ID>>

Mailing Date, 2022

<<FullName>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

Re: NOTICE OF REPRESENTATIVE ACTION SETTLEMENT AND PAYMENT

Dear <<FullName>>:

Enclosed is your payment from the settlement of the lawsuit entitled *Fardanesh v. Healthcare Services Group, Inc., et al.*, Los Angeles Superior Court Case No. 20STCV33842 (the "Lawsuit").

The Lawsuit was filed against Healthcare Services Group, Inc. and HCSG West LLC (together, "HCSG"), as well as 915 Quality Business Solutions, Inc., pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Labor Code § 2698 *et seq.* ("PAGA"). Victor Fardanesh ("Plaintiff") is a former HCSG employee. Plaintiff and HCSG are collectively referred to herein as the "Parties." The Lawsuit was brought on behalf of the State of California and current and former non-exempt employees of HCSG for violations of the California Labor Code and applicable Industrial Welfare Commission Wage Orders by HCSG.

HCSG denies that it has done anything wrong or that it is liable for any penalties. The Parties have agreed to resolve the Lawsuit to avoid further litigation, and as part of the settlement, HCSG will pay money to you and certain other current and former employees of HCSG in California employed at any time between June 30, 2019 and December 28, 2019 ("PAGA Period") who were classified as non-exempt and held the job title of "account manager" ("Aggrieved Employees"). On <<Date>> the settlement was approved by the Court. Under the PAGA, the civil penalties recovered must be divided between the State of California and the Aggrieved Employees. The Court did not decide the merits of the claims.

You have been identified as an Aggrieved Employee to whom the settlement applies and who is included in the settlement. The enclosed check (i.e., Individual PAGA Payment) represents your share of the settlement and must be cashed within 90 days or the funds will be deemed unclaimed and submitted to the California State Controller's Office Unclaimed Property Division where they will be held in your name. The Individual PAGA Payment will be considered 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement, and should consult a tax advisor regarding the tax consequences of such payment.

Upon the Effective Date, Plaintiff, the State of California, and Aggrieved Employees, shall, for the PAGA Period, be deemed to have forever released, acquitted, and discharged HCSG, Quality Business Solutions, Inc., and each of their respective past and present subsidiaries, directors, officers, employees, shareholders, partners, agents, attorneys, insurance carriers, executors, administrators, representatives, joint venturers, employers, joint employers, clients, predecessors, successors and assigns of any of the foregoing, as well as anyone and everyone who could have been named in such action based on the facts contained in the Complaint or in the PAGA Letter ("Released Parties") from any and all demands, rights, liabilities, claims, and/or causes of action under the PAGA, based on or arising out of the facts alleged in the Action or in the PAGA Letter, or that could have been alleged under the PAGA based on the same facts, including, but not limited to, PAGA claims for the Released Parties' alleged failure to pay overtime, provide meal periods, provide rest periods, pay minimum wages, timely pay wages upon termination, timely pay wages during employment, provide complete and accurate wage statements, keep complete and accurate payroll records, and reimburse necessary business related expenses and costs, in violation of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order Nos. 4-2001, 5-2001, and 6-2001 ("Released Claims").

If you have any questions about the settlement, you can view the public docket on the Court's website at <https://www.lacourt.org/casesummary/ui/index.aspx> by searching the case number under Case Access, or you may contact the settlement administrator (whose contact information is at the top of this letter). Please do not call the Court about this letter.

Sincerely,

Settlement Administrator

Exhibit B

Admin Contact Info
Admin ID <<ID>>

Mailing Date, 2022

<<FullName>>
<<Address1>> <<Address2>>
<<City>> <<State>> <<Zip>>

**Re: REMINDER TO CASH INDIVIDUAL PAGA PAYMENT CHECK FOR REPRESENTATIVE ACTION
SETTLEMENT**

Dear <<FullName>>:

You previously were sent your payment from the settlement of the lawsuit entitled *Fardanesh v. Healthcare Services Group, Inc. et al.*, Los Angeles Superior Court Case No. 20STCV33842 (the "Lawsuit"). Our records show that you have not yet cashed your settlement check. As a reminder, you are bound by the settlement whether or not you cash the check.

Please cash your check promptly. Your check will expire on [REDACTED] and will be cancelled thereafter. If you fail to cash the check before it is cancelled, funds associated with the check will be sent to the California State Controller's Office Unclaimed Property Division, to be held in your name until you claim your funds.

If you have any questions about the settlement, you can view the public docket on the Court's website at <https://www.lacourt.org/casesummary/ui/index.aspx> by searching the case number under Case Access, or you may contact the settlement administrator (whose contact information is at the top of this letter). Please do not call the Court about this postcard.

Sincerely,

Settlement Administrator

EXHIBIT 2

FARDANESH V. HEALTHCARE SERVICES GROUP, INC., ET AL.
(LOS ANGELES SUPERIOR COURT CASE NO. 20STCV33842)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Victor Fardanesh's ("Plaintiff") Claims and the Merits of the Claims of the State of California with Respect to Aggrieved Employees	8.20
Pre-Lawsuit Investigation of Potential Penalties Exposure of Defendants Healthcare Services Group, Inc. and HCSG West LLC. ("Defendants") and 915 Quality Business Solutions, Inc. with Respect to Plaintiff and the Aggrieved Employees	7.80
Based on the Facts Discovered During Pre-Lawsuit Investigation, Conducted Pre-Lawsuit Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Breaks, Representative PAGA, and Arbitration Agreements in California, Including all New and Relevant DLSE Materials	6.50
Investigation of Defendants, Defendants' Clients, Vendors, and Business Relationships, and the Industry in which Defendants Operate	4.70
Investigation of Defendants' Organizational and Corporate Structure, and Executive Reporting Structure as It Relates to the Employment and Management of the Aggrieved Employees	3.20

Investigation of Defendants' Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	2.50
Analysis of Competitors in Various Relevant Geographic Areas within which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendants' Competitors	4.60
Research and Investigation Re: Locations Owned, Managed, Operated, and/or Service by Defendants in California, Including Differences Between the Various Locations to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	4.20
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Locations Throughout California Where Aggrieved Employees Worked	4.90
Research and Investigation Re: Defendants' Policies, Practices, and Procedures Relating to Facility Operations, Resident Care, Timekeeping, Schedules, Meal/Rest Breaks, On-Duty Breaks, Overtime Compensation, Training, Health and Safety, Sanitation, COVID-19, PPE, Footwear and Uniform Requirements, Personal Vehicle Use, Personal Cell Phone Use, Supplies, and Reimbursement of Business-Related Expenses	12.20
Research and Investigation Re: Various Software Programs and Other Technology Defendants Use to Conduct Everyday Business, Including Patient Care, Management, and Timekeeping Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	4.10
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	6.50

Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.90
Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.20
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	5.30
Meet and Communicate with Plaintiff Victor Fardanesh Throughout the Pendency of the Case	50.50
Meet and Communicate with Aggrieved Employees and Conduct Interviews	14.50
Pleadings and Court Filings	
Research and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on September 3, 2020)	8.10
Review Court's Notice of Case Assignment – Unlimited Civil Case (filed September 3, 2020)	0.10
Review Court's Notice of Case Management Conference (filed on September 15, 2020)	0.10
Review and Analyze Defendants' Answer to Plaintiff's Complaint (served on October 19, 2020), and Research Affirmative Defenses in Answer	2.60
Review Court's Notice Re: Continuance of Hearing and Order (filed on December 11, 2020)	0.10
Draft Plaintiff's Notice Re Continuance of Hearing and Order (filed on December 23, 2020)	0.20

Review Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (filed on February 9, 2021)	0.10
Draft Proof of Service Regarding Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (filed on February 18, 2021)	0.20
Review Defendants' Case Management Conference Statement (served on March 4, 2021)	0.30
Draft Plaintiff's Case Management Conference Statement (filed on March 4, 2021)	0.70
Review Court's Minute Order Re: Case Management Conference (filed on March 19, 2021)	0.10
Draft Plaintiff's Notice of Ruling at Case Management Conference (filed on March 26, 2021)	0.30
Meet and Confer with Defense Counsel, and Draft Joint Status Conference Statement (filed on August 26, 2021)	1.50
Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Continue Post-Mediation Status Conference and Trial Setting Conference; and [Proposed] Order Thereon (submitted on September 9, 2021)	1.70
Review Court's Minute Order Re: Joint Stipulation to Continue Post-Mediation Status Conference and Trial Setting Conference and Order Thereon (filed on September 13, 2021)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Notice of Settlement and Stipulation to Vacate Post-Mediation Status Conference and Trial Setting Conference; [Proposed] Order Thereon (submitted on December 7, 2021)	1.50
Review Court's Order Re: Stipulation to Vacate Post-Mediation Status Conference and Trial Setting Conference (filed on December 8, 2021)	0.10

Meet and Confer with Defense Counsel, and Draft Joint Response to Order to Show Cause Regarding Approval of PAGA Settlement (filed on March 2, 2022)	1.10
Meet and Confer with Defense Counsel, and Draft Stipulation to Continue March 9, 2022 Order to Show Cause Hearing Regarding Approval of PAGA Settlement; [Proposed] Order (submitted on March 8, 2022)	0.90
Review Court's Order Re: Stipulation to Continue March 9, 2022 Order to Show Cause Hearing Regarding Approval of PAGA Settlement (filed on March 8, 2022)	0.10
Appearances	
Prepare for and Telephonically Attend Case Management Conference (March 19, 2021)	0.60
Prepare for and Telephonically Attend Order to Show Cause Re: Approval of PAGA Settlement (May 26, 2022) (Anticipated)	0.50
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Costs, Service Award, and Settlement Administration Costs (June 6, 2022) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Victor Fardanesh (served on November 20, 2019)	1.80
Draft Follow-Up Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Victor Fardanesh (served on January 7, 2020)	1.50

Draft Additional Follow-Up Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Victor Fardanesh (served on January 17, 2020)	0.80
Review and Analyze Documents Produced by Defendant Healthcare Services Group, Inc. in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Victor Fardanesh (served on January 30, 2020)	3.10
Review and Analyze Documents Produced by Defendants (served on November 12, 2020)	0.50
Draft Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on February 5, 2021)	1.80
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Healthcare Services Group, Inc. and Requests for Production of Documents (Organizational Structure; noticed for March 30, 2021) (served on March 5, 2021)	3.20
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Healthcare Services Group, Inc. and Requests for Production of Documents (Wage and Hour Practices; noticed for March 31, 2021) (served on March 5, 2021)	3.80
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant 915 Quality Business Solutions, Inc. and Requests for Production of Documents (Organizational Structure; noticed for March 30, 2021) (served on March 5, 2021)	2.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant 915 Quality Business Solutions, Inc. and Requests for Production of Documents (Wage and Hour Practices; March 31, 2021) (served on March 5, 2021)	2.50

Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant HCSG West LLC and Requests for Production of Documents (Organizational Structure; noticed March 30, 2021) (served on March 5, 2021)	1.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant HCSG West LLC and Requests for Production of Documents (Wage and Hour Practices; noticed for March 31, 2021) (served on March 5, 2021)	1.10
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Healthcare Services Group, Inc. (served on March 5, 2021)	6.80
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant 915 Quality Business Solutions, Inc. (served on March 5, 2021)	5.10
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant HCSG West LLC (served on March 5, 2021)	3.90
Draft Follow-Up Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on April 1, 2021)	1.50
Draft Additional Follow-Up Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on May 18, 2021)	0.80
Draft Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on August 2, 2021)	1.80

Draft Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on August 3, 2021)	1.80
Draft Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on August 26, 2021)	1.80
Draft Follow-Up Letter to Defendant Healthcare Services Group, Inc. Re: Request for Personnel File, Pay Stubs, and Time Records for Aggrieved Employee (served on August 31, 2021)	1.50
Review and Analyze Documents Produced by Defendant Healthcare Services Group, Inc. in Response to Request for Personnel Files, Pay Stubs, and Time Records for Aggrieved Employee (served on September 21, 2021)	5.90
Review and Analyze Documents Produced by Defendant Healthcare Services Group, Inc. in Response to Request for Personnel Files, Pay Stubs, and Time Records for Aggrieved Employee (served on September 23, 2021)	3.70
Review and Analyze Documents Produced by Defendant Healthcare Services Group, Inc. in Response to Request for Personnel Files, Pay Stubs, and Time Records for Aggrieved Employee (served on September 29, 2021)	3.50
Letters and Correspondence	
Research and Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Victor Fardanesh for Penalties Under California Labor Code section 2698, <i>et seq.</i> (“PAGA”) (served on June 17, 2020)	3.50
Meet with, and Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	18.50

Mediation/Settlement	
Review and Analyze Pre-Mediation Documents and Data Produced by Defendants and Obtained through Other Sources, Review Court Docket and Filings in Overlapping Cases (<i>Gonzales v. Healthcare Services Group, Inc., et al.</i> , San Francisco County Superior Court Case No. CGC-18-570988 and <i>Foxx, et al. v. Healthcare Services Group, Inc., et al.</i> , Alameda County Superior Court Case No. RG21100855) and Evaluating PAGA Claims and Calculating PAGA Civil Penalties	24.50
Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Memorandum, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Memorandum (submitted on October 14, 2021)	9.50
Attend Mediation Session (October 19, 2021; Zoom Video Conference)	8.50
Review, Revise, Negotiate, and Finalize Labor Code Private Attorneys General Act Settlement Agreement and Exhibits (fully executed on February 16, 2022)	10.50
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Costs, Service Award, and Settlement Administration Costs, Declaration of Edwin Aiwazian in Support Thereof, Declaration of Victor Fardanesh in Support Thereof, and [Proposed] Order and Judgment (filed on May 17, 2022)	15.10
Total Hours:	322.20

EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Fardanesh v. Healthcare Services Group, Inc. (CLASS and PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
6/17/2020	Labor & Workforce Development Agency	Filing Fee	75.00
9/4/2020	Legal Document Server, Inc.	Attorney Service	160.23
9/4/2020	Los Angeles Superior Court	Filing Fee	435.00
9/4/2020	Los Angeles Superior Court	Complex Fee	1,000.00
9/4/2020	Legal Document Server, Inc.	Attorney Service	30.43
9/4/2020	Los Angeles Superior Court	Filing Fee	435.00
9/17/2020	ProLegal	Attorney Service	607.50
9/18/2020	Legal Document Server, Inc.	Attorney Service	220.00
9/23/2020	ProLegal	Attorney Service	215.75
9/29/2020	Legal Document Server, Inc.	Attorney Service	110.00
10/14/2020	ProLegal	Attorney Service	508.25
10/22/2020	Legal Document Server, Inc.	Attorney Service	175.00
10/26/2020	Legal Document Server, Inc.	Attorney Service	415.25
10/26/2020	Los Angeles Superior Court	Jury Fee	150.00
10/28/2020	Legal Document Server, Inc.	Attorney Service	15.20
11/2/2020	General Logistics Systems US, Inc.	Courier Service	20.08
11/3/2020	Legal Document Server, Inc.	Attorney Service	175.00
11/12/2020	Legal Document Server, Inc.	Attorney Service	205.00
11/14/2020	Los Angeles Superior Court	Remote Hearing Fee	15.00
12/7/2020	Legal Document Server, Inc.	Attorney Service	245.00
12/21/2020	Los Angeles Superior Court	Remote Hearing Fee	15.00
12/24/2020	Legal Document Server, Inc.	Attorney Service	15.20
1/6/2021	Legal Document Server, Inc.	Attorney Service	175.00
1/15/2021	Legal Document Server, Inc.	Attorney Service	205.00
1/19/2021	Legal Document Server, Inc.	Attorney Service	175.00
2/3/2021	Legal Document Server, Inc.	Attorney Service	205.00
2/4/2021	Legal Document Server, Inc.	Attorney Service	175.00
2/18/2021	Legal Document Server, Inc.	Attorney Service	15.20
3/3/2021	Case Anywhere, LLC	Attorney Service	159.60
3/4/2021	Legal Document Server, Inc.	Attorney Service	15.20
3/5/2021	General Logistics Systems US, Inc.	Courier Service	23.94
3/26/2021	Legal Document Server, Inc.	Attorney Service	15.20
6/3/2021	Case Anywhere, LLC	Attorney Service	120.00
9/9/2021	One Legal	Attorney Service	17.27
9/9/2021	Los Angeles Superior Court	Filing Fee	20.00
10/5/2021	Alameda Superior Court	Document Download Fee	8.50
10/13/2021	Jams, Inc.	Mediation Fee	10,450.00
12/8/2021	Legal Document Server, Inc.	Attorney Service	16.05
12/8/2021	Los Angeles Superior Court	Filing Fee	20.00
3/1/2022	Alameda Superior Court	Filing Fee	61.65

LAWYERS for JUSTICE PC CASE COST DETAIL
Fardanesh v. Healthcare Services Group, Inc. (CLASS and PAGA)

3/3/2022	Legal Document Server, Inc.	Attorney Service	15.20
		Total:	17,135.70