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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

ASHLEY SIMPSON, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

CHOICE HOMECARE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19STCV20172

Honorable Kenneth R. Freeman
Department SSC14

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Ashley
Simpson); and [Proposed] Order filed
concurrently herewith]

Date: March 30, 2021
Time: 10:00 a.m.
Department: SSC14

Complaint Filed: June 11, 2019
FAC Filed: October 11, 2019
SAC Filed: December 30, 2019
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, 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 Ashley Simpson. 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 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 Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *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 CLASS ACTION EXPERIENCE

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

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

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

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

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

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

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

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action against a national retailer involving allegations of misclassification of the
8 “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) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a bank, involving allegations of misclassification
13 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
14 of the class and representative action settlement. The Kern County Superior Court Case Number
15 is S-1500-CV-273194-LHB.

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

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

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

3 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
4 and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
8 and-hour class and representative action against a national retailer of upscale hardware and home
9 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
10 approval of the class and representative action settlement. The Los Angeles County Superior
11 Court Case Number is JCCP4794.

12 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and representative action settlement. The Los Angeles County Superior
16 Court Case Number is BC488069.

17 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
18 and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of non-
24 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm represented the plaintiffs in a wage-and-hour class and
6 representative action against a foodservice distributor, on behalf of non-exempt employees. On
7 January 26, 2017, the court granted final approval of the class and representative action settlement.
8 The San Bernardino County Superior Court Case Number is CIVDS1507260.

9 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
10 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
11 employer's motion to compel arbitration, which resulted in a published opinion by the California
12 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
13 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
14 Court Docket No. 17-254).

15 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a consumer packaging company, on behalf of non-
17 exempt employees. On March 10, 2017, the court granted final approval of the class and
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC590429.

20 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action and representative action against a manufacturer of food service industry
22 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
23 of the class and representative action settlement. The Orange County Superior Court Case Number
24 is 30-2015-00810013-CU-OE-CXC.

25 s) Our firm represented the plaintiff in a wage-and-hour class and
26 representative action against a property management company, on behalf of non-exempt
27 employees. On June 14, 2017, the court granted final approval of the class and representative
28 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

1 t) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a food company on behalf of non-exempt employees. On June 30,
3 2017, the court granted final approval of the class and representative action settlement. The
4 Sacramento County Superior Court Case Number is 34-2015-00175871.

5 u) Our firm represented the plaintiffs in a wage-and-hour class action and
6 representative action against a chocolate company on behalf of non-exempt employees. On July
7 19, 2017, the court granted final approval of the class and representative action settlement. The
8 Alameda County Superior Court Case Number is RG15764300.

9 v) Our firm, in association with co-counsel, represented the plaintiff in a wage-
10 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
11 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County
12 Superior Court Case Number is VCU264528.

13 w) Our firm represented the plaintiff in a wage-and-hour class action against a
14 parking company on behalf of non-exempt employees. On September 3, 2019, the court granted
15 the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior
16 Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is
17 JCCP 4886.

18 x) Our firm, in association with other counsel, on behalf of the plaintiff and
19 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
20 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
21 notable decision from the California Supreme Court clarifying the law and finding, in part, that
22 employer arbitration agreements are unenforceable where they block a PAGA claim from
23 proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

24 y) Our firm represented the plaintiffs in a wage-and-hour class and
25 representative action against a bank on behalf of non-exempt employees. On September 27, 2019,
26 the court granted the plaintiffs' motion for class certification in part and certified a class. The
27 Alameda County Superior Court Case Number is RG15757606 and the Judicial Council
28 Coordination Proceeding Number is JCCP 4921.

1 z) Our firm represented the plaintiffs in a wage-and-hour class action and
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 representative
4 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

5 aa) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
6 and-hour class action and representative action against a property management company on behalf
7 of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting
8 final approval of the class and representative action settlement. The Los Angeles County Superior
9 Court Case Number is JCCP 4819.

10 bb) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
11 and-hour class action and representative action against a global provider of flexible office space
12 solutions. On February 15, 2018, the court entered an order granting final approval of the class
13 and representative action settlement. The Los Angeles County Superior Court Case Number is
14 BC498401.

15 cc) Our firm represented the plaintiffs in a wage-and-hour class and
16 representative action against a behavioral health service provider on behalf of non-exempt
17 employees. On November 13, 2018, the court granted final approval of the class and
18 representative action settlement. The Alameda County Superior Court Case Number is
19 RG16811450.

20 dd) Our firm, in association with co-counsel, represented the plaintiff in a
21 representative action under the Private Attorneys General Act, against a global provider of
22 products and services to the energy industry, on behalf of hourly-paid and non-exempt employees.
23 On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior
24 Court Case Number is S-1500-CV-280215-SDC.

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1 ee) Our firm represented the plaintiffs in a wage-and-hour class and
2 representative action against a national retailer of apparel and fashion accessories, on behalf of
3 non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class
4 certification in part and certified a class. The Sacramento County Superior Court Case Number is
5 34-2015-00175330-CU-OE-GDS.

6 ff) Our firm represented the plaintiff in a wage-and-hour class and
7 representative action against a medical equipment supplier on behalf of non-exempt employees.
8 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
9 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

10 gg) Our firm, in association with other counsel, represented the plaintiff in a
11 wage-and-hour class and PAGA representative action against a large national drug testing
12 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
13 plaintiff's motion for class certification and certified a class. The San Diego County Superior
14 Court Case Number is 37-2018-00019611-CU-OE-CTL.

15 hh) Our firm represented the plaintiffs in a wage-and-hour class and
16 representative action against a national retailer of sportswear, footwear, and camping equipment
17 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
18 motion for class certification and certified a class. The Riverside County Superior Court Case
19 Number is RICJCCP4930.

20 PRELIMINARY APPROVAL

21 8. Marked and attached hereto as "**EXHIBIT 1**" is the Settlement and Release
22 Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between
23 Plaintiff Ashley Simpson ("Plaintiff"), individually and on behalf of all others similarly situated
24 and other aggrieved employees, on the one hand, and Defendant Choice Home Care, Inc.
25 ("Defendant"), on the other hand (collectively, the "Parties"). The Parties and their counsel have
26 approved the proposed Notice of Proposed Settlement and Final Approval Hearing ("Class
27 Notice"), which is attached to the Settlement Agreement as "Exhibit B" and respectfully request
28 that the Court approve it as well. The Parties have also drafted and agreed to the form and content

1 of the proposed Third Amended Class Action Complaint for Damages and Enforcement Under the
2 Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Third Amended
3 Complaint”), which is attached as “Exhibit 1” to the [Proposed] Order Granting Approval of Class
4 Action Settlement, filed concurrently herewith. As part of the Settlement, the Parties agreed to
5 amend the complaint to add a cause of action under PAGA. Class Counsel respectfully requests
6 that the Court grant leave to file the Third Amended Complaint so that the terms of the Settlement
7 Agreement and the intent of the Parties may be effectuated.

8 9. Based on information provided by Defendant, as of December 17, 2020, the Class
9 is estimated to consist of approximately two thousand six hundred seventeen (2,617) individuals.

10 10. The effectiveness of Lawyers for Justice, PC (“Class Counsel”) in prosecuting this
11 matter has translated into tangible monetary benefits for the Class Members in the following
12 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
13 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
14 favorably with other similar class action settlements of this type given the strengths and
15 weaknesses of the case; and (3) significant savings in Class Counsel’s fees and/or costs that would
16 have only increased significantly had the case progressed through certification, trial, and/or
17 appeals.

18 11. Class Counsel has litigated the case for over a year and was actively preparing the
19 matter for class certification and trial. The Parties have engaged in extensive settlement
20 negotiations and participated in two (2) formal mediation sessions, each conducted by T. Warren
21 Jackson, a well-respected mediator experienced in mediating complex labor and employment
22 matters. Prior to and during the mediation sessions and settlement discussions, the Parties
23 exchanged class information and engaged in an extensive discussion regarding their evaluations
24 of the case and various aspects of the case, including but not limited to, the risks and delays of
25 further litigation, the risks to the Parties of proceeding with class certification and/or representative
26 adjudication, Defendant’s financial condition, the law relating to misclassification and off-the-
27 clock theory, the personal attendant exemption under Wage Order 15, meal and rest periods,
28 PAGA representative actions, and wage-and-hour enforcement, as well as the evidence produced

1 and analyzed, and the possibility of appeals, among other things. During all settlement
2 discussions, the Parties conducted their negotiations at arm's length in an adversarial position.
3 Arriving at a settlement that was acceptable to all Parties was not easy. Defendant and its counsel
4 felt strongly about their ability to prevail on the merits and at certification, and Plaintiff and Class
5 Counsel believed that they would be able to obtain class certification and prevail at trial. After
6 conducting investigations, formal and informal discovery, and exchange of information, extensive
7 settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that
8 the matter is well-suited for settlement given the legal issues relating to Plaintiff's principal claims,
9 as well as the costs and risks to both sides that would attend further litigation. The Settlement is a
10 fair, reasonable, and adequate resolution of the Released Claims of Plaintiff and Settlement Class
11 Members, against the Released Parties.

12 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
13 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
14 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
15 informal discovery regarding the facts of the case, including and not limited to, the exchange,
16 review, and analysis of thousands of pages of documents and data obtained from Defendant and
17 other sources. Class Counsel propounded multiple sets of formal written discovery requests onto
18 Defendant and noticed the depositions of Defendant's Person Most Knowledgeable designees.
19 Class Counsel also reviewed discovery requests propounded by Defendant and worked with
20 Plaintiff to provide responses thereto. The volume of data and documents that Class Counsel
21 reviewed and analyzed included and was not limited to: employment records of Plaintiff, a detailed
22 sampling of Class Members' time and pay records, multiple iterations of Defendant's Employee
23 Handbook, company policy acknowledgements (including, and not limited to Receipt of Job
24 Descriptions), timesheet forms, internal memoranda, job descriptions, new employee orientation
25 and training checklist, operations and employment practices, procedures, and policies, and
26 Defendant's financial documents and data, among other information and documents. Class
27 Counsel interviewed Plaintiff and other Class Members to gather facts and to identify potential
28 witnesses. Class Counsel also prepared for and took the deposition of Defendant's person most

1 knowledgeable designee. Counsel for the Parties also met and conferred on numerous occasions,
2 e.g., to discuss issues relating to the pleadings, discovery, the production of documents and data,
3 and Defendant's financial issues prior to each mediation session. Class Counsel also drafted
4 pleadings and a mediation brief and prepared for and attended court proceedings, two (2)
5 mediation sessions, and settlement negotiations, among other tasks.

6 13. Counsel for the Parties have also invested time researching and investigating the
7 applicable law, which is constantly evolving as it relates to certification, representative PAGA
8 claims, misclassification and off-the-clock theory, the personal attendant exemption, meal and rest
9 periods, wage-and-hour enforcement, Plaintiff's claims and damages, and Defendant's defenses
10 thereto, as well as facts discovered. Based on our analysis, I submit that the result achieved in this
11 litigation is fair, adequate, and reasonable.

12 14. The Settlement provides for a Gross Settlement Amount of one million eight
13 hundred thousand dollars (\$1,800,000.00). The Net Settlement Amount is the Gross Settlement
14 Amount less the following amounts subject to approval by the Court: Attorneys' Fees and Costs
15 to Class Counsel, Enhancement Award to Plaintiff, Administration Costs to Settlement
16 Administrator, and LWDA Payment to the Labor and Workforce Development Agency
17 ("LWDA"). Assuming that the amounts allocated under the Settlement toward these payments
18 are awarded by the Court, the Net Settlement Amount is currently estimated to be \$779,000. The
19 Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement
20 and there is no reversion to Defendant.

21 15. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
22 Administrator") to handle the notice and settlement administration. The Parties respectfully
23 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
24 Administrator. Defendant will provide Simpluris with a list of Class Members that Defendant will
25 compile from its records, which will include each Class Member's full name; last known mailing
26 address; Social Security Number; number of Qualifying Workweeks; and any and all information
27 necessary to verify the number of Qualifying Workweeks ("Class List"), and Simpluris will
28 calculate each Settlement Class Member's estimated share of the Net Settlement Amount

1 (“Individual Settlement Share”). Simpluris will also receive requests for exclusion from the
2 Settlement, objections to the Settlement, and disputes regarding Qualified Workweeks; provide
3 necessary reports and declarations; calculate, subtract, and transmit necessary taxes and
4 withholdings; prepare and submit informational and other tax filings and documents; issue and
5 transmit all payments provided for by the Settlement, including and not limited to, mailing
6 Individual Settlement Share checks to the Settlement Class Members; and perform any other usual
7 and customary duties for administering a class action settlement. Administration Costs are
8 currently estimated not to exceed \$25,000 and will be paid out of the Gross Settlement Amount,
9 subject to approval of the Court.

10 16. Based on investigation and information discovered, Class Counsel believes that
11 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
12 that Defendant, with respect to Plaintiff and the Class Members, *inter alia*, misclassified
13 employees as exempt from overtime and meal and rest period requirements, and failed to properly
14 pay overtime and minimum wages and associated premium pay, failed to provide compliant meal
15 and rest periods and to pay associated premium pay, failed to timely pay wages during employment
16 and upon termination of employment, failed to provide compliant wage statements, failed to
17 maintain requisite payroll records, and failed to reimburse necessary business expenses, and
18 thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under
19 the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiff
20 also asserted that Class Members were subject to the same or similar operations and employment
21 policies, practices, and procedures. Additionally, Plaintiff asserted that Defendant’s
22 recordkeeping practices with respect to Plaintiff and the Class Members were substantially the
23 same during the time period at issue. As a result, Plaintiff claims that the Class Members, were
24 uniformly not paid all of the compensation that was owed to them by Defendant since June 11,
25 2015. Thus, in Class Counsel’s view, it is clear that the outcome of this litigation would be
26 determined by Defendant’s uniform operations and employment practices, policies, and
27 procedures that Plaintiff alleges applied across its hourly non-exempt employees in California
28 during the Class Period.

1 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
2 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken
3 into account the uncertainty and risk of the outcome of further litigation, especially in light of
4 Defendant's financial condition, and the difficulties and delays inherent in such litigation,
5 including those involved in class certification and/or representative adjudication. Plaintiff further
6 recognizes the burdens of proof necessary to establish liability for the claims asserted in the
7 lawsuit, Defendant's defenses, and the difficulties in establishing entitlement to monetary
8 recovery. Plaintiff has also considered the Parties' settlement discussions, as well as the
9 evaluations of the mediator, who is experienced and well-regarded in complex labor and
10 employment matters.

11 18. Defendant, on the other hand, denied and continues to deny any liability and
12 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
13 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
14 than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides
15 have also had the opportunity to interview witnesses and review documents and information
16 relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's
17 operations and employment policies, practices, and procedures. The Parties also reviewed and
18 analyzed thousands of pages of documents and data, including but not limited to a detailed
19 sampling of Class Members' time and pay information, to determine the potential value and
20 strength of the claims. The available information enabled Class Counsel to estimate the potential
21 claims of the Class and prepare damages/valuation models. Accordingly, the Parties have
22 conducted adequate investigation and discovery to be sufficiently informed of the nature and
23 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
24 its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited
25 for settlement given the legal issues relating to Plaintiff's principal claims, as well as the costs and
26 risks to both sides that would attend further litigation. The Settlement takes into account the
27 strengths and weaknesses of each side's position and the uncertainty of how the case might have
28 concluded at certification, trial, and/or appeals.

1 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
2 in an amount of up to thirty-nine percent (39%) of the Gross Settlement Amount
3 (i.e., \$702,000.00) and expenses and costs in an amount not to exceed forty-five thousand dollars
4 (\$45,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the
5 Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation and
6 will not receive any compensation until recovery is obtained.

7 20. The Settlement Agreement provides for payment of up to fifteen thousand dollars
8 (\$15,000.00) to Plaintiff as Enhancement Award, to be paid out of the Gross Settlement Amount
9 subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant
10 documents and past employment records and to provide the facts and evidence necessary to
11 attempt to prove the allegations, including and not limited to, by way of working with Class
12 Counsel to provide responses to discovery requests that were propounded by Defendant. Plaintiff
13 was available whenever Class Counsel needed her and actively tried to obtain information that
14 would benefit the Class. Accordingly, it is appropriate and just for Plaintiff to receive an
15 Enhancement Award, in addition to her Individual Settlement Share, for her services on behalf of
16 the Class.

17 **ESTIMATE OF THE VALUE OF THE CLAIMS**

18 21. Based on data provided by Defendant, the total number of putative class members
19 during the period from June 11, 2015 to May 26, 2020 ("relevant time period") was estimated to
20 be two thousand three hundred eighty-three (2,383) individuals who worked a total of 170,757
21 workweeks with an average hourly rate of pay of \$14.13.

22 22. Plaintiff contended that Defendant misclassified its hourly-paid employees as
23 "personal attendants" exempt from California's overtime, meal break, and rest break
24 compensation requirements because less than 80% of their time was spent performing exempt
25 duties in private households, e.g., supervising, feeding, and dressing and violated the Fair Labor
26 Standards Act ("FLSA"). Defendant's uniform policies, practices, and procedures required putative
27 class members to perform work non-exempt tasks, including administering medicine and
28 providing assistance to family members or caregivers of clients. Further, Plaintiff contended that

1 she and other putative class members performed work (including taking phone calls from
2 supervisors and clients, completing paperwork, and traveling to client homes) off-the-clock before
3 and after their scheduled shifts due to Defendant's strict attendance policy and practice of
4 prohibiting employees from recording time outside of their scheduled shift times. Plaintiff also
5 contended that meal and rest periods were not provided to putative class members, and that
6 Defendant failed to properly pay premiums for all non-compliant meal and rest periods.
7 Additionally, Plaintiff alleged that Defendant intentionally and willfully failed to pay Plaintiff and
8 putative class members all wages due to them while they were employed by Defendant, within the
9 time period permissible under California law, and upon termination, within the time period
10 permissible under California law, thereby triggering waiting-time penalties under California Labor
11 Code section 203. Plaintiff contended that, based on the misclassification and violations described
12 herein, the wage statements provided by Defendant and the payroll records kept by Defendant
13 were inaccurate. Finally, Plaintiff contended that Defendant failed to reimburse Plaintiff and the
14 other putative class members for necessary business expenses, including, but not limited to, use of
15 personal cell phones and gas and mileage for using personal vehicles for work purposes.

16 23. Defendant contended, *inter alia*, that it properly classified its employees as personal
17 attendants under Wage Order 15 who are exempt from overtime and meal and rest period
18 requirements, that its practices, policies, and procedures complied with the law, and that it paid
19 putative class members over the California minimum wage for all hours worked and did not violate
20 the FLSA. Defendant further contended that its policies prohibited putative class members from
21 performing non-exempt housekeeping chores such as laundry, dishwashing, cooking, and
22 vacuuming, etc., that employees spent less than 20% of their time on non-personal attendant tasks,
23 and that all employees were required to record all time worked. Defendant was adamant that no
24 waiting-time penalties should be awarded because the waiting-time penalties are derivative of the
25 other underlying causes of action and contended that it paid the terminated employees all wages
26 due and owing. Moreover, Defendant emphasized that, under California Labor Code section 203,
27 employers are only obligated to pay waiting-time penalties if they "willfully" fail to pay wages
28 due and owing at the time of termination or resignation. Defendant also contended that Plaintiff

1 and putative class members suffered no actual injury from the alleged wage statement violations
2 and that this cause of action is entirely derivative of the other causes of action or from the alleged
3 recordkeeping violations. Defendant further contended that it has a policy and practice of
4 reimbursing employees for necessary business-related expenses, that putative class members were
5 prohibited from driving clients, and were not required to use their personal cell phones for their
6 work duties. Defendant vigorously challenged the likelihood of Plaintiff's success in establishing
7 that any of provisions of the FLSA, or California Labor Code, on which the UCL claim and civil
8 penalties under PAGA are predicated, were violated and that such violations were injurious.
9 Defendant also emphasized that Courts have wide discretion when assessing penalties under
10 PAGA. Finally, throughout this litigation, Defendant argued that individual liability issues
11 predominate, because putative class members worked in different locations with different clients
12 that varied on a week-to-week basis, and that these circumstances would raise highly
13 individualized questions of fact and would pose challenges to certification and the merits of
14 Plaintiff's claims.

15 24. Class Counsel considered information obtained through investigations and from
16 Plaintiff and other putative class members, as well as class data, information, and documents
17 provided by Defendant, and created damages/valuation models prior to reaching the Settlement.
18 Based thereon, Plaintiff calculated the potential value of each of the above-discussed claims.
19 However, the potential value of each claim assumed an exposure based on the case having been
20 certified and Plaintiff having proven all elements of the claims and damages, despite risks
21 associated with obtaining and maintaining certification, risks to establishing liability and any
22 underlying California Labor Code violations and damages, and significant additional costs that
23 would have to be incurred in order to certify the case and establish liability and damages. Plaintiff
24 also faced the risk of the Court finding that individualized issues predominate, such that the action
25 is not suitable for class treatment and representative adjudication. While Class Counsel disagreed
26 with Defendant's arguments and factual contentions, Class Counsel recognized the circumstances
27 and realities of the case, applicable case law and regulations, the costs and expenses of further
28 litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class

Counsel calculated the potential and realistic values of each claim as follows:

- a. Failure to Pay Overtime Wages: It was estimated that if Defendant failed to pay one (1) hour of overtime wages every workweek during the relevant time period, the potential value of this claim would be \$3,620,048.40 (170,757 workweeks x 1 hour of overtime wages x overtime hourly rate of \$21.20, which is based on the average hourly rate of \$14.13). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$1,810,024.20), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$905,012.10), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$452,506.05).
- b. Failure to Pay Minimum Wages: It was estimated that if Defendant failed to pay one (1) hour of minimum wages every other workweek, the potential value of this claim would be \$1,206,398.21 (170,757 workweeks x 0.50 hour of unpaid minimum wages x average hourly rate of \$14.13). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$603,199.11), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$241,279.64), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$96,511.86).
- c. Failure to Provide Compliant Meal Periods and Associated Premiums: It was estimated that if one (1) meal period premium is due for every workweek during the relevant time period, the potential value of this claim would be \$2,412,796.41 (170,757 workweeks x 1 meal period premium x average hourly rate of \$14.13). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$1,206,398.21), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value

of this claim closer to \$603,199.11), and a discount of 50% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$301,599.56).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: It was estimated that if one (1) rest period premium is due for every workweek during the relevant time period, the potential value of this claim would be \$2,412,796.41 (170,757 workweeks x 1 rest period premium x average hourly rate of \$14.13). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$1,206,398.21), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$482,559.28), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$193,023.71).

e. Failure to Timely Pay Wages after Termination: Based on information and data provided by Defendant, it was estimated that approximately 1,256 putative class members had been terminated during the three-year statute of limitations (i.e., from June 11, 2016). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties claim was estimated to be \$4,259,347.20 collectively (1,256 individuals x [30 days x hourly rate of \$14.13 x 8 hours]), or approximately \$3,391.20 per individual. At this juncture, a discount of 50% was applied to account for the risks associated with obtaining certification (bringing the value of this claim closer to \$2,129,673.60), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$851,869.44), and a discount of 60% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$340,747.78).

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- 1 f. Failure to Provide Compliant Wage Statements: Based on data provided by Defendant, it
2 was estimated that approximately 1,560 putative class members worked during the one-year
3 statutory limitations period (i.e., from June 11, 2018), and that these putative class members
4 worked a total of 17,205 pay periods. Assuming that an injurious wage statement could be
5 proven for each of these putative class members for each of these pay periods, the potential
6 value of this claim was calculated to be \$1,642,500 ([1,560 initial violations x \$50 initial
7 violation penalty] + [(17,205-1,560) subsequent violations x \$100 subsequent violation
8 penalty]). At this juncture, a discount of 50% was applied to account for the risks associated
9 with obtaining certification (bringing the value of this claim closer to \$821,250), a discount
10 of 60% was applied to account for the risks associated with succeeding on the merits and
11 establishing liability (bringing the value of this claim closer to \$328,500), and a discount of
12 60% was applied to account for the risks associated with proving the extent of damages and
13 obtaining an award thereof (bringing the value of this claim closer to \$131,400).
- 14 g. Failure to Maintain Requisite Payroll Records: Arguably, this civil penalty would only be
15 recoverable by the Labor Commissioner, however, Plaintiff asserts a cause of action under
16 PAGA. Therefore, the value of this claim is considered as a part of the valuation of the
17 PAGA claim contained infra.
- 18 h. Failure to Reimburse Necessary Business Expenses: Assuming it could be proven that
19 Defendant willfully failed to reimburse necessary business-related expenses for each of the
20 2,383 putative class members in the amount of five dollars (\$5) per workweek during the
21 relevant time period, the potential value of this claim would be \$858,785 (170,757 total
22 workweeks x \$5 business expenses). At this juncture, a discount of 60% was applied to
23 account for the risks associated with obtaining certification (bringing the value of this claim
24 closer to \$341,514), a discount of 60% was applied to account for the risks associated with
25 succeeding on the merits and establishing liability (bringing the value of this claim closer
26 to \$136,605.60), and a discount of 60% was applied to account for the risks associated with
27 proving the extent of damages and obtaining an award thereof (bringing the value of this
28 claim closer to \$54,642.24).

i. PAGA Penalties: Assuming that it could be shown that civil penalties in the amount of \$1,700 are owed to each of the 1,560 aggrieved employees who were estimated to have worked during the one-year statutory period, the PAGA penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce, were estimated to be approximately \$2,652,000 (1,560 individuals x \$1,700 civil penalties). At this juncture, a discount of 45% was applied to account for the risks associated with proving manageability (bringing the value of this claim closer to \$1,458,600), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$583,440), and a discount of 60% was applied to account for the risks associated with obtaining an award of civil penalties and the Court's discretion to reduce civil penalties (bringing the value of this claim closer to \$233,376).

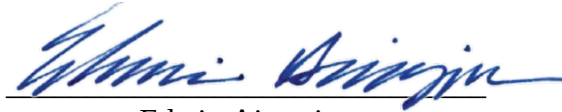
25. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the merits of this case, Plaintiff's allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to certification and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide is clear-cut, which is why the Parties elected to settle this matter. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation.

26. This matter involves highly-disputed claims and is the product of compromise. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class. Class Counsel further submits that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks associated with class certification,

representative adjudication, trial, and/or appeals.

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

Executed on this 17th day of December 2020, at Glendale, California.



Edwin Aiwanian

EXHIBIT 1

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into between Plaintiff Ashley Simpson ("Plaintiff" or "Class Representative") and Defendant Choice Home Care, Inc. ("CHC"). For purposes of this Agreement, Plaintiff and CHC are referred to as a "Party" and collectively as the "Parties." The terms of this Agreement are subject to approval by the Court.

Recitals

A. On June 11, 2019 Plaintiff filed a Class Action Complaint for Damages in the Superior Court of California, County of Los Angeles, Case No. 19STCV20172, thereby commencing the action entitled ASHLEY SIMPSON, individually, and on behalf of other members of the general public similarly situated; Plaintiff, v. CHOICE HOMECARE, INC., a California Corporation; and DOES 1 through 100, inclusive, Defendants (the "Action" or "Litigation"). On October 11, 2019, Plaintiff filed a First Amended Class Action Complaint for Damages ("FAC"); on December 30, 2019, Plaintiff filed a Second Amended Class Action Complaint for Damages ("SAC"); and, to effectuate the settlement, it is contemplated that Plaintiff will file a Third Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("TAC") in substantially the form attached hereto as "**Exhibit A.**" CHC denies Plaintiff's allegations and claims in the Action and all complaints filed to date.

B. On February 7, 2020 and June 17, 2020, the Parties participated in day-long mediations with mediator T. Warren Jackson of Signature Resolution. In preparation for the mediations, Plaintiff's counsel requested and Defendant's counsel, Robert E. King, Esq. of Legally Nanny® and Douglas A. Barritt, Esq. of Barritt Smith Miner LLP ("Defendant's Counsel") provided thousands of pages of data and documents, including and not limited to, class datapoints, policies and employee handbook, and a sampling of time and payroll records for the putative class. Additionally, Plaintiff's counsel requested and CHC's counsel provided personnel and employment records and company financial documents. With Mr. Jackson's assistance, the Parties reached the settlement documented by this Agreement, to resolve the Action and Released Claims, subject to the approval by the Court.

C. Class Counsel has performed a thorough and comprehensive investigation of the facts relating to this Action. Among other things, Class Counsel has carefully reviewed and analyzed records received from CHC, including but not limited to CHC's policies and practices, payroll records and time-keeping records, and financial documentation. Class Counsel is of the opinion that the settlement documented by this Agreement is fair, reasonable, and adequate, and in the best interest of Plaintiff and the purported class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted to the merits, and CHC's financial situation.

D. Although CHC continues to deny liability in this Action, the Parties agree that the settlement is fair, reasonable, and adequate, to Plaintiff, Class Members, and CHC, and is the product of good faith and informed arms-length negotiations between the Parties consistent with public policy, and fully complies with applicable provisions of law. The term "Resolution" as used herein means this Agreement to resolve the Litigation.

E. The Parties intend this settlement to be contingent upon the Court's preliminary and final approval of all material terms of this Agreement. If the Court does not so approve the material terms of this Agreement, then this Agreement shall be null and void and unenforceable, and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement never existed. This Agreement may not be used or construed as evidence by or against any Party as a determination, admission, or concession of any issue of law or fact in this Action, or in any other case or proceeding for any purpose. However,

1 the Parties agree that, should this Agreement not be approved by the Court, the Parties will work
2 together to revise the Agreement in a manner that reflects the interests of the Parties and be
3 entered as judgment by the Court.

4 **Terms and Conditions**

5 NOW, THEREFORE, in consideration of the recitals listed above, and the promises and
6 warranties set forth below, the Parties agree, subject to the Court's approval as follows:

7 **A. Provisional Approval Of This Settlement**

- 8 1. Plaintiff shall submit a copy of this Agreement to the Court and shall move the
9 Court to enter an order granting preliminary approval of the Settlement
10 ("Preliminary Approval Order"), providing for all of the following:
 - 11 a. For purposes of this Agreement only, Plaintiff and CHC stipulate to
12 the certification of the following class: all hourly non-exempt
13 individuals who worked for CHC from June 11, 2015 through the
14 date of the Court's preliminary approval of this Settlement.
 - 15 b. The "Class Period" shall be the period from June 11, 2015 through
16 the date of the Court's preliminary approval of this Settlement.
 - 17 c. Provisionally approve all terms of this Agreement, and find that the
18 terms of this Agreement are sufficient to warrant the sending of
19 notice to the Class Members;
 - 20 d. Approve the Notice of Proposed Settlement and Final Approval
21 Hearing (the "Class Notice") attached to this Agreement as
22 "**Exhibit B**";
 - 23 e. Authorize the mailing of the Class Notice to the Class Members;
 - 24 f. Appoint and approve Edwin Aiwazian, Esq., Arby Aiwazian, Esq.,
25 and Joanna Ghosh, Esq. of Lawyers for Justice, PC ("Plaintiff's
26 Counsel" or "Class Counsel") as counsel for the Class;
 - 27 g. Appoint and approve Simpluris, Inc. (hereafter, the "Settlement
28 Administrator") to administer the notice and settlement payment
procedures required by this Agreement; and
 - h. Schedule a hearing, to occur within a reasonable period of time after
the Response Deadline has expired, at which the Court shall
determine whether to fully and finally approve the Settlement and
enter a judgment thereby releasing and permanently enjoining each
of the Class Members from pursuing, or seeking to reopen, Released
Claims (the "Final Approval Hearing").
2. CHC shall not oppose Class Counsel's motion for preliminary or final approval of
the Settlement so long as the motions and supporting papers are consistent with the
terms of this Agreement. Class Counsel shall provide CHC with a reasonable
opportunity to review, and provide comments to, any filings, including but not
limited to the motions for preliminary and final approval of the settlement, before
the motions and supporting papers are filed with the Court.

3. The settlement documented by this Agreement is contingent upon entry of an Order by the Court that contains each of the terms specified in Section A(l) above. This Agreement shall immediately become null and void in the event the Court for any reason does not enter such an Order. Settlement is not contingent, however, on Court approval of either the Enhancement Award or the allocation of the Gross Settlement Amount described below as between Individual Settlement Payments, Administrative Costs, Attorneys' Fees and Costs, LWDA Payment, or other amounts identified in Section B below.

B. Settlement Amount

1. CHC shall pay \$1,800,000.00 (hereinafter, the "Gross Settlement Amount"), which consists of the following: (i) Class Counsel's attorneys' fees in an amount not to exceed \$702,000, which is approximately 39% of the Gross Settlement Amount, and Class Counsel's litigation costs and expenses in an amount not to exceed \$45,000 (together, "Attorneys' Fees and Costs"), (ii) Administrator's costs of administration in the amount of approximately \$25,000 ("Administration Costs"), (iii) Plaintiff's incentive award not to exceed \$15,000 ("Enhancement Award"), and (iv) three hundred and twelve thousand dollars (\$312,000) as the amount allocated toward penalties recoverable under the Private Attorneys General Act (the "PAGA Amount"), 75% of which, or \$234,000 ("LWDA Payment"), will be paid to the California Labor and Workforce Development Agency ("LWDA"), the remaining 25% of the PAGA Amount, or \$78,000, will be a part of the Net Settlement Amount for distribution to Settlement Class Members. The Gross Settlement Amount less the Attorneys' Fees and Costs, Administration Costs, Enhancement Award, and LWDA Payment, shall be referred to herein as the "Net Settlement Amount" or "NSA". If the Court approves an amount that is less than requested as set forth in this Agreement for the Enhancement Award, Administration Costs, or Class Counsel Fees and Costs, then any difference shall be included in the NSA.
2. CHC will not object to a request for Class Counsel's Attorneys' Fees and Costs and Class Representative's Enhancement Award and other amounts set forth above.
3. In addition to the Gross Settlement Amount, CHC shall pay the employer's portion of payroll taxes and contribution on the portion of Individual Settlement Shares attributed as wages ("Employer Taxes").
4. CHC shall pay the Gross Settlement Amount in full within thirteen months of final court approval of the Settlement, as follows: \$600,000.00 within thirty (30) calendar days of final court approval of the Settlement ("First Installment"); \$600,000.00 within six (6) months from payment of the First Installment ("Second Installment"); and \$600,000.00 within six (6) months from the payment of the Second Installment ("Third Installment").
5. In no event shall CHC pay more than \$1,800,000.00 plus the Employer Taxes.
6. This is not a "claims-made" settlement, and CHC will not be entitled to any reversion. The Gross Settlement Amount is non-reversionary.
7. The Parties agree that for purposes of this settlement, the NSA to be distributed to Class Members shall be attributed as follows: 20% as wages and 80% as penalties, interest, and other non-wage damages.

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- 1 8. Nothing in this agreement is intended to be, nor shall be construed as, tax advice.
- 2 9. The Settlement is subject to Court approval, and if approved CHC, shall fund the settlement according to the deadlines in this Agreement.
- 3 10. Settlement checks issued to Settlement Class Members will specifically indicate
- 4 that they are void if not cashed or deposited within one hundred eighty (180)
- 5 calendar days of their issuance. Any settlement checks that have not been cashed or
- 6 deposited within one hundred eighty (180) calendar days after issuance by the
- 7 Settlement Administrator shall be voided. The Settlement Administrator will remit
- 8 the amount associated with such voided checks to the California State Controller's
- 9 Office, Unclaimed Property Division, in the names and designated amounts for
- 10 Participating Class Members whose checks were voided, subject to Court approval.
- 11 The Parties acknowledge that California Code of Civil Procedure section 384 and
- 12 the doctrine of *cy pres* are not applicable to this Settlement because the terms of the
- 13 Settlement Agreement expressly provide for the disposition of the entire Gross
- 14 Settlement Amount without need for a claims process.

15 11. Calculation of Settlement Payments to Class Members

- 16 a. In valuable consideration for the waiver and release of Released
- 17 Claims, Class Members who do not submit a timely and valid
- 18 Request for Exclusion ("Settlement Class Member(s)") shall be
- 19 issued payment of a pro rata share of the Net Settlement Amount
- 20 ("Individual Settlement Share(s)").
- 21 b. Each Settlement Class Member's Individual Settlement Share will
- 22 be determined by dividing the NSA by the total number of
- 23 Qualifying Workweeks worked by all Settlement Class Members to
- 24 arrive at the "Weekly Amount," and then multiplying the Weekly
- 25 Amount by each Settlement Class Member's individual number of
- 26 Qualifying Workweeks. Each Individual Settlement Share will be
- 27 paid to Settlement Class Members after deduction of any applicable
- 28 employee's share of payroll taxes and withholding on the portion of
- Individual Settlement Shares attributed as wages (the net payment is referred to as "Individual Settlement Payment").
- c. For purposes of this Settlement, a Qualified Workweek means a
- calendar week during the Class Period in which the Class Member
- actually worked at least one day (as opposed to being on a leave or
- not on an assignment).
- d. In connection with the June 2020 mediation, Defendant represented
- that, for the period June 11, 2015 to May 26, 2020, the Class
- consisted of approximately 2,383 individuals who worked
- approximately 170,757 Qualifying Workweeks. If the total
- Qualifying Workweeks for the period June 11, 2015 to May 26,
- 2020 exceed 170,757, then, to the extent the Qualifying Workweeks
- exceed 170,757, the Gross Settlement Amount shall be subject to
- pro rata increase.

12. Class Representative Enhancement

CHC shall not oppose an application by Class Representative, and Class Representative shall not seek or receive an amount in excess of Fifteen Thousand Dollars (\$15,000) for her

1 participation in and assistance with the Litigation (i.e., Enhancement Award). Any Enhancement
2 Award to Class Representative by the Court shall be deducted from the Gross Settlement Amount
3 for the purpose of determining the NSA, and shall be reported on IRS Form 1099. If the Court
4 approves an Enhancement Award of less than \$15,000 to Class Representative, then the
5 unapproved portion shall be a part of the NSA to be distributed between the Settlement Class
6 Members on a pro rata basis.

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17 13. Charges of the Settlement Administrator

- 18 a. Class Representative and CHC, through their respective counsel,
19 have selected Simpluris, Inc. as the Settlement Administrator to
20 administer the Settlement, which includes but is not limited to
21 distributing and responding to inquiries about the Notice of
22 Proposed Class Action Settlement and Final Approval Hearing,
23 determining the validity of any Workweeks Disputes and Requests
24 for Exclusion and calculating all amounts to be paid from the Net
25 Settlement Amount. Charges and expenses of the Settlement
26 Administrator, estimated to be \$25,000 ("Settlement Administration
27 Costs"), will be paid from the Gross Settlement Amount, subject to
28 approval by the Court. Any charges and expenses of the Settlement
Administrator greater than the allocated \$25,000 will come from the
Net Settlement Amount, subject to approval by the Court. If the
Court approves Settlement Administration Costs of less than
\$25,000 to the Settlement Administrator, then the unapproved
portion shall be a part of the NSA to be distributed between the
Settlement Class Members on a pro rata basis.
- b. It is anticipated that the Settlement Administrator, through a
settlement trust or otherwise, shall issue the appropriate 1099 and
W-2 statements to Settlement Class Members, Plaintiff, and Class
Counsel, and advise CHC of the amount to be paid in satisfaction of
its obligation to pay Employer Taxes.

17 14. Taxes

- 18 a. The Parties agree that all Employer Taxes and employee's share of
19 legally-required taxes and withholdings imposed on the wage
20 portions of the Individual Settlement Shares under the Federal
21 Insurance Contributions Act, the Federal Unemployment Tax Act,
22 and any similar state taxes and contributions required of employees,
23 will be withheld from Settlement Shares based on the Parties'
24 stipulated allocation of the Net Settlement Amount as provided for
25 in this Section. CHC shall pay the Employer Taxes separate and
26 apart from the Gross Settlement Amount.
- 27 b. The amount of federal income tax withholding will be based upon a
28 flat withholding rate for supplemental wage payments in accordance
with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented.
Income tax withholding will also be made pursuant to applicable
state and/or local withholding codes or regulations.
- c. For withholding tax characterization purposes and payment of taxes,
the Net Settlement Amount shall be deemed and is allocated by the
Parties as follows: 20% as wages and 80% as penalties, interest, and
other non-wage damages.

- 1 d. Forms W-2 and/or Forms 1099 will be distributed at times and in the
2 manner required by the Internal Revenue Code of 1986 (the “Code”)
3 and consistent with this Agreement. If the Code, the regulations
4 promulgated thereunder, or other applicable tax law, is changed after
5 the date of this Agreement, the processes set forth in this Section
6 may be modified in a manner to bring CHC into compliance with
7 any such changes.
- 8 e. Finally, any and all Employer Taxes that CHC normally would be
9 responsible for paying will be paid over and above the Gross
10 Settlement Amount.
- 11 f. The amounts paid under this Agreement do not represent a
12 modification of any previously credited hours of service under any
13 employee benefit plan, policy or bonus program sponsored by CHC.
14 Such amounts will not form the basis for additional contributions to,
15 benefits under, or any other monetary entitlement under, benefit
16 plans (self-insured or not) sponsored by CHC, policies or bonus
17 programs. Any payments made under the terms of this Resolution
18 shall not be applied retroactively, currently or on a going forward
19 basis as salary, earnings, wages, or any other form of compensation
20 for the purposes of CHC’s benefit plan, policy or bonus program.
21 CHC retains the right to modify the language of their benefit plans,
22 policies and bonus programs to effect this intent and to make clear
23 that any amounts paid pursuant to this Settlement Agreement are not
24 for “hours worked,” “hours paid,” “hours of service,” or any similar
25 measuring term as defined by applicable plans, policies and bonus
26 programs for purpose of eligibility, vesting, benefit accrual or any
27 other purpose, and that additional contributions or benefits are not
28 required by this Settlement Agreement.
- g. The Enhancement Award is for services to the Class and will not be
treated as wages subject to withholding of payroll taxes. The Class
Representative agrees that she shall be solely responsible for paying
any and all taxes due on the Enhancement Award. Plaintiff
acknowledges that CHC is not undertaking to advise her or any Class
Member with respect to any tax consequences of this Agreement.

C. Notice of Settlement

1. Within fourteen (14) calendar days of the entry of the Preliminary Approval Order, CHC shall provide to the Settlement Administrator a database of the full names, last known mailing addresses, social security numbers (Settlement Administrator only), number of Qualify Workweeks of all Class Members, and any and all information necessary to verify the number of Qualifying Workweeks (“Class List”). The Class List will be used exclusively for purposes of facilitating the Settlement. In the event that the Court does not provide preliminary or final approval of the settlement terms, the Settlement Administrator will destroy the originals and all copies of the database, and the database will not be used, directly or indirectly, in any further litigation of the Action. CHC further agrees to consult with the Settlement Administrator prior to the production date to ensure that the format will be acceptable to the Settlement Administrator.
2. The Settlement Administrator shall run all the addresses provided in the Class List through the United States Postal Service NCOA database (which provides updated

addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information, and shall mail the Class Notice to the Class Members via first-class regular U.S. Mail using the most current mailing address information available within seven (7) calendar days of the receipt of the Class List from CHC. The Class Notice shall provide the Class Members forty-five (45) days from the initial mailing of the Class Notice to submit objections, Requests for Exclusion, and Workweeks Disputes (“Response Deadline”).

3. The Class Notice will also include information regarding the nature of the Litigation; a summary of the terms of the Settlement; the definition of the Settlement Class; a statement that the Court has preliminarily approved the Settlement; the procedure and time period for objecting to the Settlement, the date and location of the Final Approval Hearing; the procedure and time period to request exclusion from the Settlement; the number of Qualifying Workweeks credited to each respective Class Member, and the procedure and time period for disputing the number of Qualifying Workweeks credited (“Workweeks Dispute”).
4. Each Class Notice will identify the number of Qualifying Workweeks credited to each respective Class Member and inform him or her of their right to dispute this number by submitting a written dispute (i.e., Workweeks Disputes) within the Response Deadline. The number of Qualifying Workweeks reflected in the Class List shall be determined to be accurate unless a Workweeks Dispute demonstrates otherwise. Workweeks Disputes must be sent to the Settlement Administrator postmarked by no later than the Response Deadline, in accordance with the requirements set forth in the Class Notice.
5. It shall be presumed that each and every Class Member actually received the Class Notice unless the Class Notice is returned to the Settlement Administrator as undeliverable within fifteen (15) calendar days after the initial mailing of the Class Notice.
6. If a Class Notice is returned from the initial notice mailing, the Settlement Administrator will submit the applicable and available information, including name, Social Security number, and original mailing address, to a company that specializes in address skip tracing in an attempt to locate a more current address. If the Settlement Administrator is successful in locating a new address, it will re-mail the Class Notice to the Class Member. Class Members to whom a Class notice is re-mailed shall have their Response Deadline extended an additional fifteen (15) calendar days from the date of the re-mail of the Class Notice. A Class Notice shall be re-mailed to a Class Member only once. It shall be presumed that Class Members actually received the Class Notice unless the re-mailed Class Notice is returned to the Settlement Administrator as undeliverable within fifteen (15) calendar days after re-mailing of the Class Notice.
7. Should any Class Member submit a Workweeks Dispute with a deficiency, the Settlement Administrator shall, within five (5) calendar days of receipt by the Settlement Administrator of each timely submitted deficient Workweek Dispute, send a deficiency notice. The deficiency notice will provide the Class Member no more than fourteen (14) calendar days from the mailing of the deficiency notice to postmark a written response to cure all deficiencies. The failure of a Class Member to timely submit a cured Workweek Dispute or timely respond to a notice of deficiency shall invalidate the Workweeks Dispute unless all Parties’ counsel agrees to allow the Workweeks Dispute.

- 1 8. No later than fifteen (15) calendar days after the later of the Response Deadline or
2 any extended Response Deadline, and at least twenty (20) calendar days prior to the
3 Final Approval Hearing, the Settlement Administrator shall provide counsel for
4 CHC and Class Counsel with a declaration attesting to the completion of the Class
5 Notice process, including the number of attempts to obtain valid mailing addresses
6 for and re-sending of any returned Class Notices, as well as the number of valid
7 Workweeks Dispute, Requests for Exclusion, and Objections which the Settlement
8 Administrator received.

9 **D. Request for Exclusion**

- 10 1. In order for any Class Member to validly exclude himself or herself from the
11 Settlement (i.e., to validly opt out), a written request for exclusion (“Request for
12 Exclusion”) must be signed by the Class Member or his or her authorized
13 representative and must be sent to the Settlement Administrator, postmarked by no
14 later than the Response Deadline. The Class Notice shall contain instructions on
15 how to opt out from the Settlement.
- 16 2. The date of the initial mailing of the Notice of Proposed Class Action Settlement,
17 and the date the signed Request for Exclusion was postmarked, shall be conclusively
18 determined according to the records of the Settlement Administrator. Any Class
19 Member who timely and validly submits a Request for Exclusion will not be entitled
20 to any Individual Settlement Payment, will not be bound by the terms and conditions
21 of this Settlement, and will not have any right to object, appeal, or comment thereon.
- 22 3. Any Class Member who does not submit a timely and valid Request for Exclusion
23 will be deemed included in the Settlement Class in accordance with this Settlement.
24 Class Representative waives any right to be excluded from the Settlement Class.
- 25 4. The Parties and their respective counsel agree that none of them will take any steps
26 to encourage any Class Member to remain in or opt out of the Settlement.

27 **E. Objections to Settlement**

- 28 1. In order for any Class Member to object to the Settlement, or any term of it, the
Class Member making the objection must not submit a Request for Exclusion (i.e.,
he or she must not opt out of the Settlement) and may, by no later than the Response
Deadline, send the Settlement Administrator a written statement of the grounds of
objection (“Objection”). An Objection must: (a) contain the full name, address, and
signature of the objecting Class Member or his or her attorney; (b) clearly explain
why the Class Member objects to the Settlement; (c) attach all supporting papers, if
any which the Class Member is relying on; and (d) state whether the Class Member
(or someone on his or her behalf) intends to appear at the Final Approval Hearing.
The objecting Class Member may appear through a timely submitted written
objection, personally, or through an attorney, at his or her own expense, at the Final
Approval Hearing to present his or her objection directly to the Court. Class
Members may also appear personally (or through an attorney at their own expense)
at the Final Approval Hearing and orally present their objections to the Court. Any
attorney who will represent an individual objecting to this Settlement must file a
notice of appearance with the Court and serve Class Counsel and Defendant’s
Counsel no later than the Response Deadline. Class Members who object to the
Settlement will remain a Class Member, and if the Court approves this Agreement,
the Class Member will be bound by the terms of the Settlement and Final Approval
Order and Judgment in the same way and to the same extent as a Settlement Class
Member who does not object.

2. The Court retains final authority with respect to the consideration and admissibility of any Settlement Class Member objections.
3. Class Representative and CHC will be permitted to respond in writing to such objections at or before the Final Approval Hearing.
4. The Parties and their respective counsel agree that none of them will take any steps to encourage any Class Member to object to this Agreement or any term of it. Class Members who fail to object to the Settlement in the manner specified herein shall be deemed to have waived any objections, unless otherwise ordered by the Court.

F. Duties of the Settlement Administrator After the Response Deadline

1. No later than twenty (20) calendar days after expiration of the later of the Response Deadline or any extended Response Deadline, the Settlement Administrator shall provide to Counsel for the respective parties the name of all Class Members who did not opt out or object to the Settlement, the name of all Class Member who did opt out or object to the Settlement, and the number of Qualifying Workweeks each Class Member worked for CHC during the Class Period.
2. No later than fifteen (15) calendar days before the Final Approval Hearing, the Settlement Administrator shall verify in writing to counsel for the respective Parties: (1) the number of Class Members to whom the Class Notice was mailed, (2) the number that were undeliverable, (3) the number of Class Members who requested exclusion (i.e., opted out), and (4) the estimated total gross amount to be distributed to the Class Members in the aggregate.

G. Final Approval Hearing

1. This Agreement will not become effective, and CHC shall have no obligation to make any payments contemplated by this Agreement, unless and until the Court conducts a Final Approval Hearing and enters and Final Approval Order and Judgment, as described below, approving without material modification all of the terms of this Agreement.
2. Class Counsel shall be responsible for ensuring that at least the following documents are filed with the Court in advance of the Final Approval Hearing so that the Court will have a sufficient basis upon which to evaluate and approve the Settlement. Class Counsel shall provide CHC with a reasonable opportunity to review, and provide comments to, the motion for final approval of the settlement before the motions and supporting papers are filed with the Court:
 - a. A final report by the Class Administrator providing the information listed in Section F.2 of this Agreement;
 - b. A duly noticed motion, accompanying memorandum of points and authorities prepared by Class Counsel, and such other pleadings, evidence or other documents as may be necessary for the Court to determine that the settlement documented by this Agreement is fair, adequate and reasonable;
 - c. A proposed order and judgment ("Final Approval Order and Judgment") for the Court's signature (i) approving each and every term of the settlement documented by this Agreement (as modified by the Court as to items remaining within its discretion relating to

allocation of the Settlement Fund) as being fair, adequate and reasonable; (ii) Settlement Class Members' release and waiver of Released Claims; and (iii) entering judgment; and

d. The Settlement Class will be provided with notice of the Final Approval Order and Judgment entered by the Court by way of posting of the Final Approval Order and Judgment on the Settlement Administrator's website for no less than sixty (60) days following entry.

3. Within the Motion for Final Approval, Class Counsel shall seek approval an award of attorneys' fees in an amount that shall not exceed \$702,000, which is thirty-nine percent (39%) of the Gross Settlement Amount ("Attorneys' Fees"), plus costs not to exceed \$45,000 ("Attorneys' Costs")(together, the Attorneys' Fees and Attorneys' Costs are referred to as "Attorneys' Fees and Costs"). CHC shall not oppose Class Counsel's request for attorneys' fees if the request does not exceed \$702,000, plus costs not to exceed \$45,000. Should the Court approve a lesser percentage or amount of Attorneys' Fees and Costs than the amount that Class Counsel ultimately seeks, then the unapproved portion or portions shall be a part of the Net Settlement Amount for distribution to Settlement Class Members on a pro rata basis. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may, at the request of Class Counsel, purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for the Attorneys' Fees and Costs.

H. Delivery of Settlement Funds to Settlement Administrator

1. Within thirty (30) calendar days after entry by the Court of the Final Approval Order and Judgment ("Effective Date"), the Settlement Administrator shall calculate the Employer Taxes. CHC shall then forward to the Settlement Administrator the Employer Taxes and Gross Settlement Amount, which shall not exceed \$1,800,000.00, according to the deadlines stated in this Agreement, to pay the following as approved by the Court:

- a. Individual Settlement Shares to Settlement Class Members, as calculated by the Settlement Administrator in accordance with Section B.11 above;
- b. The Enhancement Award in the amount awarded by the Court to Class Representative set forth in Section B.12 above;
- c. The Settlement Administration Costs in the amount awarded by the Court to the Settlement Administrator set forth in Section B.13 above;
- d. Employer Taxes in addition to the Gross Settlement Amount;
- e. Attorneys' Fees and Costs in the amount awarded by the Court to Class Counsel; and
- f. The LWDA Payment to the LWDA set forth in Section B.1 above.

2. Within twenty-one (21) calendar days after Defendant funds the Second Installment, the following payments will be distributed in the following order of priority: (i) full payment of the Individual Settlement Payments to the Settlement Class Members;

(ii) partial payment of the Court-approved LWDA Payment to the LWDA; (iii) full payment of the Court-approved Enhancement Award to Plaintiff; and (iv) partial payment of the Court-approved Administration Costs to the Settlement Administrator.

3. Within twenty-one (21) calendar days after Defendant funds the Third Installment, the following payments will be distributed in the following order of priority: (i) the remainder of the Court-approved LWDA Payment to the LWDA; (ii) the remainder of the Court-approved Administration Costs to the Settlement Administrator; and (iii) full payment of Attorneys' Fees and Costs to Class Counsel.

I. Releases

1. Release as to All Settlement Class Members.

Upon the Effective Date, Class Representative and all Settlement Class Members, will release any and all claims and causes of action, known or unknown, contingent or accrued, against CHC, and its owners, employees, and their insurers, attorneys and all agents thereof, arising during the period from June 11, 2015 through the date of the Court's preliminary approval of this Settlement, out of the facts and claims asserted in the Action, or any other claims or causes of action that could have reasonably been asserted in the Action based on the facts alleged in the Complaint, including but not limited to under California Labor Code §§ 510 and 1198 and Fair Labor Standards Act § 207, for unpaid overtime, as well as under California Labor Code §§ 201, 202, 226, 226.7, 510, 512, 552, 552, 1194, 1197, 1197.1, 1198, 1454, 2800, 2802, for unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, unpaid reporting time pay, failure to provide a day of rest, final wages not timely paid, non-compliant wage statements, failure to maintain payroll records, and unreimbursed business expenses; claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act based on the aforementioned alleged violations of the California Labor Code; and violation of California Business and Professions Code Section 17200 et seq. based on the aforementioned alleged violations of California and Federal law (collectively, "Released Claims").

2. General Release by Class Representative Only.

- a. In addition to the release of Released Claims as to all Settlement Class Members, Class Representative makes the additional following general release of all claims, known or unknown, as of the Effective Date. Class Representative releases CHC, and each of its respective subsidiaries, affiliates, predecessors or successors in interest, franchisors, owners, officers, directors, shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of any of them, from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any releasee referenced above. (The release set forth in this paragraph shall be referred to hereinafter as the "General Release.")
- b. With respect to the General Release, Class Representative stipulates and agrees that, upon the Effective Date, Class Representative shall

1 be deemed to have expressly waived and relinquished, to the fullest
2 extent permitted by law, the provisions, rights and benefits of
3 Section 1542 of the California Civil Code, or any other similar
4 provision under federal or state law, which provides:

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

10 Accordingly, if the facts relating in any manner to this Resolution
11 are found hereafter to be other than or different from the facts now
12 believed to be true, the release of claims contained herein shall be
13 effective as to all unknown claims.

14 **J. Miscellaneous Provisions**

15 **1. Stay of Litigation**

16 Class Representative and CHC agree to the stay of all discovery in the Litigation, pending
17 final approval of the Settlement by the Court, except such confirmatory discovery as is necessary
18 to support, implement, and/or effectuate the Settlement.

19 **2. Interpretation of the Agreement**

20 a. This Agreement constitutes the entire agreement between Class
21 Representative and CHC. Except as expressly provided herein, this
22 Agreement has not been executed in reliance upon any other written
23 or oral representations or terms, and no such extrinsic oral or written
24 representations or terms shall modify, vary or contradict its terms.
25 In entering into this Agreement, the Parties agree that this
26 Agreement is to be construed according to its terms and may not be
27 varied or contradicted by extrinsic evidence. The Agreement will be
28 interpreted and enforced under the laws of the State of California,
both in its procedural and substantive aspects, without regard to its
conflict of laws provisions. Any claim arising out of or relating to
the Agreement, or the subject matter hereof, will be resolved solely
and exclusively in the Superior Court of the State of California for
the County of Los Angeles, and Class Representative and CHC
hereby consent to the personal jurisdiction of the Judge over them
solely in connection therewith. Class Representative, on her own
behalf and on behalf of the Settlement Class, and CHC participated
in the negotiation and drafting of this Agreement and had available
to them the advice and assistance of independent counsel. As such,
neither Class Representative nor CHC may claim that any ambiguity
in this Agreement should be construed against the other.

b. The terms and conditions of this Agreement constitute the exclusive
and final understanding and expression of all agreements between
Class Representative and CHC with respect to the resolution of the
Litigation.

c. The Agreement may be modified only by a writing signed by the original signatories expressly stating an intent to modify the Agreement and approved by the Court.

3. Further Cooperation

Class Representative and CHC and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

4. Confidentiality of Documents

After the expiration of any appeals period, Class Representative, the Settlement Administrator, and Class Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations and other information obtained in the lawsuit, unless necessary for appeal or such documents are ordered to be disclosed by the Judge or by a subpoena.

5. Counterparts

The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals. Signature by electronic means or facsimile is accepted.

6. Authority

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the party for whom or which that individual signs.

7. No Third-Party Beneficiaries

Class Representative, members of the Settlement Class, and CHC are direct beneficiaries of this Agreement, but there are no third party beneficiaries.

8. Deadlines Falling on Weekends or Holidays

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

9. Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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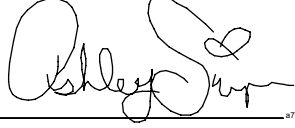
1 THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING
2 AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED
3 THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF
4 ITS CONSEQUENCES.

5 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates
6 indicated below.

7 **IT IS SO AGREED:**

8 December 15, 2020

9 Dated: _____, 2020

Electronically Signed 2020-12-16 01:41:24 UTC - 172.58.16.25

AssureSign® a735ed56-23e5-48ba-9ed3-ac9300132591

Ashley Simpson

10 Dated: December 16, 2020



Choice Home Care, Inc.

11 By: Tayo Ogunnaike

12 Title: Director

EXHIBIT A

Edwin Aiwazian (SBN 232943)
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 – SPRING STREET COURTHOUSE**

ASHLEY SIMPSON, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

CHOICE HOMECARE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 19STCV20172

Honorable Kenneth R. Freeman
Department SSC14

**[PROPOSED] THIRD AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES
& ENFORCEMENT UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, et seq.;
- (9) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004);
- (10) Violation of Fair Labor Standards Act, 29 U.S.C. § 207 (Unpaid Overtime);

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ASHLEY SIMPSON (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters/“nerve center” within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff ASHLEY SIMPSON is an individual residing in the State of California, County of Los Angeles.

6. Defendant CHOICE HOMECARE, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the

County of Los Angeles.

7. At all relevant times, Defendant CHOICE HOMECARE, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants CHOICE HOMECARE, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

10. Defendant CHOICE HOMECARE, INC. and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff bring this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California

Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid employees misclassified as “exempt” who worked for any of the Defendants within the State of California at any time during the period from June 11, 2015 to final judgment.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiff’s claims are typical of all other class members’ as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff’s attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys’ fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

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- 1 d. Superiority: A class action is superior to other available methods for the
2 fair and efficient adjudication of this litigation because individual joinder
3 of all class members is impractical.
- 4 e. Public Policy Considerations: Certification of this lawsuit as a class
5 action will advance public policy objectives. Employers of this great
6 state violate employment and labor laws every day. Current employees
7 are often afraid to assert their rights out of fear of direct or indirect
8 retaliation. However, class actions provide the class members who are
9 not named in the complaint anonymity that allows for the vindication of
10 their rights.

11 16. There are common questions of law and fact as to the class members that
12 predominate over questions affecting only individual members. The following common
13 questions of law or fact, among others, exist as to the members of the class:

- 14 a. Whether Defendants' failure to pay wages, without abatement or
15 reduction, in accordance with the California Labor Code and the Fair
16 Labor Standards Act ("FLSA"), was willful;
- 17 b. Whether Defendants' had a corporate policy and practice of failing to
18 pay their hourly-paid or non-exempt employees within the State of
19 California for all hours worked and missed (short, late, interrupted,
20 and/or missed altogether) meal periods and rest breaks in violation of
21 California law;
- 22 c. Whether Defendants required Plaintiff and the other class members to
23 work over eight (8) hours per day, over forty (40) hours per week, and/or
24 six (6) consecutive days per workweek and failed to pay the legally
25 required overtime compensation, in accordance with the California Labor
26 Code and FLSA, to Plaintiff and the other class members;
- 27 d. Whether Defendants deprived Plaintiff and the other class members of
28 meal and/or rest periods or required Plaintiff and the other class

- 1 members to work during meal and/or rest periods without compensation;
- 2 e. Whether Defendants failed to pay minimum wages to Plaintiff and the
- 3 other class members for all hours worked;
- 4 f. Whether Defendants failed to pay all wages due to Plaintiff and the other
- 5 class members within the required time upon their discharge or
- 6 resignation;
- 7 g. Whether Defendants failed to timely pay all wages due to Plaintiff and
- 8 the other class members during their employment;
- 9 h. Whether Defendants complied with wage reporting as required by the
- 10 California Labor Code; including, *inter alia*, section 226;
- 11 i. Whether Defendants kept complete and accurate payroll records as
- 12 required by the California Labor Code, including, *inter alia*, section
- 13 1174(d);
- 14 j. Whether Defendants failed to pay reporting time pay to Plaintiff and the
- 15 other class members;
- 16 k. Whether Defendants failed to reimburse Plaintiff and the other class
- 17 members for necessary business-related expenses and costs;
- 18 l. Whether Defendants' conduct was willful or reckless;
- 19 m. Whether Defendants engaged in unfair business practices in violation of
- 20 California Business & Professions Code section 17200, et seq.;
- 21 n. The appropriate amount of damages, restitution, and/or monetary
- 22 penalties resulting from Defendants' violation of California law; and
- 23 o. The appropriate amount of damages, restitution, and/or monetary
- 24 penalties resulting from Defendants' violation of California law and the
- 25 FLSA; and
- 26 p. Whether Plaintiff and the other class members are entitled to
- 27 compensatory damages pursuant to the California Labor Code.
- 28 ///

PAGA ALLEGATIONS

17. At all times herein set forth, PAGA was applicable to Plaintiff's employment by Defendants.

18. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

19. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by Defendants and the alleged violator and against whom one or more of the alleged violations were committed.

20. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are current or former employees of Defendants, and one or more of the alleged violations were committed against them.

21. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

22. The aggrieved employee shall give written notice by certified mail (hereinafter "Employee's Notice") to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

23. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employer by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65)

1 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
2 commence a civil action pursuant to California Labor Code section 2699 to recover civil
3 penalties in addition to any other penalties to which the employee may be entitled.

4 24. On August 4, 2020, Plaintiff provided written notice by certified mail to the
5 LWDA and to Defendants of the specific provisions of the California Labor Code alleged to
6 have been violated, including the facts and theories to support the alleged violations.
7 Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to
8 recover civil penalties against Defendants, in addition to other remedies, for violations of
9 California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174,
10 1194, 1197, 1197.1, 1198, 1454, 2800, and 2802, have been satisfied.

11 **GENERAL ALLEGATIONS**

12 25. At all relevant times set forth herein, Defendants employed Plaintiff and other
13 persons as hourly-paid or exempt employees within the State of California, including the
14 County of Los Angeles.

15 26. Defendants, jointly and severally, employed Plaintiff as an hourly-paid
16 employee in the position of "Caregiver," from approximately December 2015 to approximately
17 August 2017, in the State of California, County of Los Angeles. As a Caregiver, Plaintiff's job
18 duties included, but were not limited to, making grocery trips, picking up children from school,
19 assisting children with homework, shopping for clothes, cleaning houses, doing laundry,
20 washing dishes, and preparing meals.

21 27. Defendants hired Plaintiff and the other class members, misclassified them as
22 "exempt" from the applicable IWC Wage Order, and failed to compensate them for all hours
23 worked and short, late, interrupted, and/or missed meal periods and/or rest breaks.

24 28. Defendants had the authority to hire and terminate Plaintiff and the other class
25 members, to set work rules and conditions governing Plaintiff's and the other class members'
26 employment, and to supervise their daily employment activities.

27 29. Defendants exercised sufficient authority over the terms and conditions of
28 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff

1 and the other class members.

2 30. Defendants directly hired and paid wages and benefits to Plaintiff and the other
3 class members.

4 31. Defendants continue to employ hourly-paid employees misclassified as
5 “exempt” within the State of California.

6 32. Plaintiff and the other class members worked over eight (8) hours in a day, forty
7 (40) hours in a week, and/or over six (6) consecutive days in a workweek during their
8 employment with Defendants.

9 33. Plaintiff and the other class members worked over nine (9) hours in a day during
10 their employment with Defendants.

11 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid
13 employees within the State of California. This pattern and practice involved, *inter alia*,
14 misclassifying their positions as “exempt” employees when, in fact, they were “non-exempt”
15 employees according to California law and failing to pay them for all hours worked and for
16 short, late, interrupted, and/or missed meal periods and rest breaks, and failing to provide
17 reporting time pay in violation of California law.

18 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 certain wages for overtime compensation and that they were not receiving accurate overtime
21 compensation for all overtime hours worked.

22 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to pay
24 equal to half the usual or scheduled day’s work in an amount no less than two (2) hours nor
25 more than four (4) hours at the employee’s regular rate of pay for each workday in which
26 Plaintiff and the other class members were required to report to work and were furnished less
27 than half the usual or scheduled day’s work.

28 ///

1 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to pay
3 equal to no less than two hours at Plaintiff's and the other class members' regular rate of pay
4 for each day in which Plaintiff and the other class members were required to report for work a
5 second time in one workday and were furnished less than two hours of work on the second
6 reporting.

7 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed to provide Plaintiff and the other class members all required rest and meal periods during
9 the relevant time period as required under the Industrial Welfare Commission Wage Orders
10 and thus they are entitled to any and all applicable penalties.

11 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to relieve Plaintiff and other class members of all duties, failed to relinquish control over
13 Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class
14 members a reasonable opportunity to take, and impeded or discouraged them from taking thirty
15 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work for
16 shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal
17 breaks no later than their tenth hour of work for shifts lasting more than ten (10) hours.

18 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to receive
20 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
21 member's regular rate of pay when a meal period was short, late, interrupted, and/or missed,
22 and they did not receive all meal periods or payment of one additional hour of pay at Plaintiff's
23 and the other class member's regular rate of pay when a meal period was short, late,
24 interrupted, and/or missed. During the relevant time period, Plaintiff and the other class
25 members' meal periods were missed, shortened, late and/or interrupted because Defendants
26 required them to perform work duties. Plaintiff did not receive premium payments for meal
27 periods that were not provided.

28 ///

1 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 failed to provide, authorize, and permit Plaintiff and other class members take full,
3 uninterrupted, off-duty rest periods for every shift lasting three and one-half (3.5) to six (6)
4 hours and/or two full, uninterrupted, off-duty rest periods for every shift lasting six (6) to ten
5 (10) hours, and failed to make a good faith effort to authorize, permit, and provide such rest
6 breaks in the middle of each work period.

7 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
10 member's regular rate of pay when a rest period was short, late, interrupted, and/or missed, and
11 they did not receive all rest periods or payment of one additional hour of pay at Plaintiff's and
12 the other class members' regular rate of pay when a rest period was short, late, interrupted,
13 and/or missed. During the relevant time period, Plaintiff's and the other class members' rest
14 periods were missed, short, late and/or interrupted because Defendants required them to
15 perform work duties during their purported rest periods. Plaintiff did not receive premium
16 payments for rest periods that were not authorized or permitted.

17 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 at least minimum wages for compensation and that they were not receiving at least minimum
20 wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*.
21 Defendants' effective payment of zero dollars per hour for all hours Plaintiff and the other
22 class members worked off the clock performing work duties.

23 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 knew or should have known that Plaintiff and the other class members were entitled to receive
25 all wages owed to them upon discharge or resignation, including earned but unpaid overtime
26 and minimum wages, reporting time pay, and meal and rest period premiums, and they did not,
27 in fact, receive all such wages owed to them at the time of their discharge or resignation.

28 ///

1 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all wages owed to them during their employment. Plaintiff and the other class members did
4 not receive payment of all wages, including earned but unpaid overtime wages, minimum
5 wages, reporting time pay, and meal and rest period premiums, within any time permissible
6 under California Labor Code section 204.

7 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive
9 complete and accurate wage statements in accordance with California law, but, in fact, they did
10 not receive complete and accurate wage statements from Defendants. The deficiencies
11 included, *inter alia*, the failure to include accurate the total number of hours worked by
12 Plaintiff and the other class members and the accurate net/gross wages earned.

13 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 knew or should have known that Defendants had to keep complete and accurate payroll records
15 for Plaintiff and the other class members in accordance with California law, but, in fact, did
16 not keep complete and accurate payroll records reflecting the accurate hours worked and the
17 accurate wages earned by Plaintiff and the other class members.

18 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiff and the other class members were entitled to
20 reimbursement for necessary business-related expenses, including but not limited to, the use of
21 personal phones and vehicles for business-related purposes. Plaintiff and the other class
22 members used their personal phones to communicate with supervisors and drove personal
23 vehicle to run errands for clients.

24 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that they had a duty to compensate Plaintiff and the other class
26 members pursuant to California law, and that Defendants had the financial ability to pay such
27 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
28 represented to Plaintiff and the other class members that they were properly denied wages, all

1 in order to increase Defendants' profits.

2 50. During the relevant time period, Defendants failed to pay overtime wages to
3 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
4 class members were required to work more than eight (8) hours per day, forty (40) hours per
5 week, and/or for the first eight (8) hours worked on the seventh day of work in a workweek
6 without overtime compensation at one-and-one-half times the regular rate for all overtime
7 hours worked.

8 51. During the relevant time period, Defendants failed to provide all requisite
9 uninterrupted meal and rest periods to Plaintiff and the other class members.

10 52. During the relevant time period, Defendants failed to pay Plaintiff and the other
11 class members at least minimum wages for all hours worked, including work performed off-
12 the-clock. For example, Plaintiff and the other class members performed work before and after
13 their scheduled shifts, during meal and rest breaks, and when a shift was cancelled for
14 purported tardiness.

15 53. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 class members for half their usual or scheduled day's work, in an amount no less than two (2)
17 hours nor more than (4) hours, at Plaintiff and the other class members' regular rate of pay for
18 each workday in which Plaintiff and the other class members were required to report to work,
19 did report to work, and were not put to work or were furnished less than half of said
20 employee's usual or scheduled day's work.

21 54. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 class members for two hours at Plaintiff's and the other class members' regular rate of pay for
23 each day in which Plaintiff and the other class members were required to report for work a
24 second time in one workday and were furnished less than two hours of work on the second
25 reporting.

26 55. During the relevant time period, Defendants failed to pay Plaintiff and the other
27 class members all wages owed to them upon discharge or resignation, including earned but
28 unpaid overtime and minimum wages and meal and rest period premiums.

56. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204, including earned but unpaid overtime and minimum wages and meal and rest period premiums.

57. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members. The deficiencies included, *inter alia*, the failure to include the accurate total number of hours worked by Plaintiff and the other class members and the accurate net/gross wages earned.

58. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members. The deficiencies included, *inter alia*, the failure to include the accurate total number of hours worked by Plaintiff and the other class members and the accurate net/gross wages earned.

59. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs, including but not limited to, the use of personal phones and vehicles for business-related purposes.

60. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

61. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

62. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 61, and each and every part thereof with the same force and effect as though fully set forth herein.

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63. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

64. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a week, , and/or more than six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day up to and including twelve (12) hours, more than forty (40) hours in a week, or the first eight (8) hours worked on the seventh day in a workweek.

65. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

66. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

67. California Labor Code section 1454 requires domestic work employees who are personal attendants to be compensated at a rate of 1.5x their regular rate of pay for all hours worked over 9 in any workday and for all hours worked more than 45 hours in the workweek. (Lab. Code §§ 1454). A “domestic work employee” is defined as “an individual who performs domestic work and includes live-in domestic work employees and personal attendants.” (Lab. Code §§ 1451)(b)(1).

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68. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek, including performing work duties off-the-clock including, but not limited to, making grocery trips, picking up children from school, assisting children with homework, shopping for clothes, cleaning houses, doing laundry, washing dishes, and preparing meals.

69. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members. Plaintiff and the other class members did not receive overtime compensation at one-and-one-half times the regular hourly rate for all hours spent performing job duties in excess of eight (8) hours in a day or forty (40) hours in a week.

70. During the relevant time period, Defendant regularly required Plaintiff and the other class members to work over nine (9) hours per day but did not pay overtime compensation for that time worked.

71. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

72. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

73. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 72, and each and every part thereof with the same force and effect as though fully set forth herein.

74. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by

Defendants.

75. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

76. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

77. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

78. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

79. During the relevant time period, Plaintiff and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

80. During the relevant time period, Plaintiff and the other class members' meal periods were missed, shortened, late, and/or interrupted because Defendants required them to

perform work duties including, but not limited to, making grocery trips, picking up children from school, assisting children with homework, shopping for clothes, cleaning houses, doing laundry, washing dishes, and preparing meals.

81. As a result, Defendants failed to relieve Plaintiff and the other class members of all duties, failed to relinquish control over Plaintiff and the other class members' activities, failed to permit Plaintiff and the other class members a reasonable opportunity to take, and impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no later than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of work for shifts lasting more than ten (10) hours.

82. During the relevant time period, Defendants intentionally and willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members the full meal period premium for work performed during meal periods.

83. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

84. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

85. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

86. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 85, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 87. At all times herein set forth, the applicable IWC Wage Order and California
3 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
4 employment by Defendants.

5 88. At all relevant times, California Labor Code section 226.7 provides that no
6 employer shall require an employee to work during any rest period mandated by an applicable
7 order of the California IWC.

8 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very
9 employer shall authorize and permit all employees to take rest periods, which insofar as
10 practicable shall be in the middle of each work period" and that the "rest period time shall be
11 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
12 hours or major fraction thereof" unless the total daily work time is less than three and one-half
13 (3 ½) hours.

14 90. During the relevant time period, Defendants required Plaintiff and other class
15 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
16 rest period per each four (4) hour period worked.

17 91. During the relevant time period, Plaintiff's and the other class members' rest
18 periods were missed, short, late and/or interrupted because Defendants required them to
19 perform work duties during their purported rest periods, including, but not limited to, making
20 grocery trips, picking up children from school, assisting children with homework, shopping for
21 clothes, cleaning houses, doing laundry, washing dishes, and preparing meals.

22 92. As a result, Defendants failed to provide, authorize, or permit Plaintiff and the
23 other class members to take a full, uninterrupted, off-duty rest period for every shift lasting
24 three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
25 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
26 permit, and provide such rest breaks in the middle of each work period.

27 93. During the relevant time period, Defendants willfully required Plaintiff and the
28 other class members to work during rest periods and failed to pay Plaintiff and the other class

members the full rest period premium for work performed during rest periods.

94. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7

95. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

96. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

97. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

99. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

100. During the relevant time period, Plaintiff and the other class members were required to perform job duties off-the-clock, including, but not limited to, making grocery trips, picking up children from school, assisting children with homework, shopping for clothes, cleaning houses, doing laundry, washing dishes, and preparing meals. Further, Plaintiff and the other class members performed work before and after their scheduled shifts, during meal and rest breaks, and when a shift was cancelled for purported tardiness.

101. During the relevant time period, Plaintiff and the other class members were not compensated at the minimum wage for the time they spent performing job duties off the clock.

102. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

103. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

104. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

105. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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1 107. During the relevant time period, Plaintiff and the other class members were
2 required to perform job duties off-the-clock, including, but not limited to making grocery trips,
3 picking up children from school, assisting children with homework, shopping for clothes,
4 cleaning houses, doing laundry, washing dishes, and preparing meals.

5 108. During the relevant time period, Plaintiff and the other class members were not
6 compensated at the minimum wage for the time they spent performing job duties off the clock.

7 109. During the relevant time period, Plaintiff and the other class members were not
8 paid overtime wages owed to them for all the time they spent performing job duties off the
9 clock in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8)
10 hours worked on the seventh day of work.

11 110. During the relevant time period, Plaintiff and the other class members' meal
12 periods were missed, short, late, and/or interrupted because Defendant required them to
13 perform work duties, including, but not limited to, making grocery trips, picking up children
14 from school, assisting children with homework, shopping for clothes, cleaning houses, doing
15 laundry, washing dishes, and preparing meals.

16 111. During the relevant time period, Plaintiff and the other class members' rest
17 periods were missed, short, late, and/or interrupted because Defendant required them to perform
18 work duties, including, but not limited to, making grocery trips, picking up children from school,
19 assisting children with homework, shopping for clothes, cleaning houses, doing laundry,
20 washing dishes, and preparing meals.

21 112. During the relevant time period, Plaintiff and the other class members were not
22 paid the full meal period premium for work performed during meal periods, which were due
23 pursuant to California Labor Code section 226.7.

24 113. During the relevant time period, Plaintiff and other class members were not paid
25 the full rest period premium for work performed during rest periods, which were due pursuant
26 to California Labor Code section 226.7.

27 114. As a result, during the relevant time period, Plaintiff and the other class
28 members did not receive all of their wages, earned and unpaid, within seventy-two (72) hours

1 of leaving Defendants' employ.

2 115. During the relevant time period, Defendants intentionally and willfully failed to
3 pay Plaintiff and the other class members who are no longer employed by Defendants their
4 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

5 116. Defendants' failure to pay Plaintiff and the other class members who are no
6 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
7 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
8 201 and 202.

9 117. California Labor Code section 203 provides that if an employer willfully fails to
10 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
11 shall continue as a penalty from the due date thereof at the same rate until paid or until an
12 action is commenced; but the wages shall not continue for more than thirty (30) days.

13 118. Plaintiff and the other class members are entitled to recover from Defendants the
14 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
15 pursuant to California Labor Code section 203.

16 **SIXTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 226(a))**

18 **(Against CHOICE HOMECARE, INC. and DOES 1 through 100)**

19 119. Plaintiff incorporates by reference the allegations contained in paragraphs 1
20 through 118, and each and every part thereof with the same force and effect as though fully set
21 forth herein.

22 120. At all material times set forth herein, California Labor Code section 226(a)
23 provides that every employer shall furnish each of his or her employees an accurate itemized
24 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
25 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
26 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
27 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 inclusive dates of the period for which the employee is paid, (7) the name of the employee and

his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

121. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiff and the other class members. Because Plaintiff's and the other class members' wage statements did not reflect this information, Plaintiff and the other class members were unable to determine the total amount they were owed, and were unable to verify they were paid the proper amount. In order to determine how much Plaintiff and the other class members would have had to engage in discovery and mathematical computations in order to reconstruct the missing information.

122. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected rights.

123. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

124. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

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SEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

125. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 124, and each and every part thereof with the same force and effect as though fully set forth herein.

126. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

127. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including the use of personal phones and vehicles for business-related purposes.

128. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

129. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

130. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 129, and each and every part thereof with the same force and effect as though fully set forth herein.

131. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public

1 interest within the meaning of Code of Civil Procedure section 1021.5.

2 132. Defendants' activities as alleged herein are violations of California law, and
3 constitute unlawful business acts and practices in violation of California Business &
4 Professions Code section 17200, et seq.

5 133. A violation of California Business & Professions Code section 17200, et seq.
6 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
7 policies and practices of requiring employees, including Plaintiff and the other class members,
8 to work overtime and to report to work without paying them proper compensation violate
9 California Labor Code sections 510 and 1198. Additionally, Defendants' policies and
10 practices of requiring employees, including Plaintiff and the other class members, to work
11 through their meal and rest periods without paying them proper compensation violate
12 California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of failing
13 to pay minimum wages violate California Labor Code sections 1194, 1197, and 1197.1.
14 Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and the
15 other class members violate California Labor Code sections 201, 202 and 204. Defendants
16 also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

17 134. As a result of the herein described violations of California law, Defendants
18 unlawfully gained an unfair advantage over other businesses.

19 135. Plaintiff and the other class members have been personally injured by
20 Defendants' unlawful business acts and practices as alleged herein, including but not
21 necessarily limited to the loss of money and/or property.

22 136. Pursuant to California Business & Professions Code sections 17200, et seq.,
23 Plaintiff and the other class members are entitled to restitution of the wages withheld and
24 retained by Defendants during a period that commences June 11, 2015 ; an award of attorneys'
25 fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws;
26 and an award of costs.

27 ///

28 ///

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

137. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 136, and each and every part thereof with the same force and effect as though fully set forth herein.

138. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

139. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

140. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

141. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

142. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

///

Failure to Provide Rest Periods

143. Defendants' failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

144. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1194, 1197, and 1197.1.

Failure to Pay Reporting Time Pay

145. Defendants' failure to pay reporting time pay in violation of the Wage Orders and by California Labor Code section 1198, as alleged above, constitutes unlawful or unfair activity prohibited by the Wage Orders and by California Labor Code section 1198.

Failure to Timely Pay Wages Upon Termination

146. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

147. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete or Accurate Wage Statements

148. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete or Accurate Payroll Records

149. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section

1174(d).

Failure to Reimburse Necessary Business Expenses

150. Defendants' failure to reimburse all necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

151. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11070 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

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TENTH CAUSE OF ACTION

Violation of Fair Labor Standards Act, 29 U.S.C. § 207

(Against CHOICE HOMECARE, INC. and DOES 1 through 100)

154. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 153, and each and every part thereof with the same force and effect as though fully set forth herein.

155. The FLSA, 29 U.S.C. § 207(a)(1), provides in relevant part:

Except as otherwise provided in this section, no employer shall employ any of his employees, who in any workweek is employed in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

156. At all material times set forth herein, Plaintiff and the other class members sometimes worked in excess of forty (40) hours in a workweek; however, the proper overtime compensation was not paid by Defendants. As such, Defendants owe Plaintiff and the other class members compensation for work in excess of forty (40) hours in a workweek at an overtime rate.

157. At all material times set forth herein, Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by the FLSA, violated the provisions of the FLSA and was therefore unlawful. Moreover, Defendants'

1 failure to pay Plaintiff and the other class members overtime compensation was and is a result
2 of a uniform policy or practice to deny overtime compensation to them.

3 158. At all material times Defendants' failure to pay Plaintiff and the other class
4 members was the result of Defendants' willful, knowing, and intentional violation of the
5 provisions of the FLSA, or alternatively Defendants' reckless disregard for the requirements of
6 those provisions. At all relevant times set forth, Defendants were aware that their uniform
7 policies and practices are illegal and that Plaintiff and the other class members must be
8 compensated for the work performed in excess of forty (40) hours pursuant to these uniform
9 policies and practices. Therefore, the foregoing Defendants' conduct, as alleged, constitutes
10 willful violation of the FLSA, within the meaning of 29 U.S.C. § 255(a).

11 159. Pursuant to the FLSA, 29 U.S.C. § 216(b), Plaintiff and the other class members
12 are entitled to recover their unpaid overtime compensation as well as liquidated damages equal
13 to the amount of unpaid compensation, interest, costs, and attorneys' fees.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff, individually, and on behalf of other members of the general public similarly
16 situated, and on behalf of other aggrieved employees pursuant to the California Private
17 Attorneys General Act, requests a trial by jury.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
20 public similarly situated, and on behalf of other aggrieved employees pursuant to the
21 California Private Attorneys General Act, prays for relief and judgment against Defendants,
22 jointly and severally, as follows:

23 **Class Certification**

- 24 1. That this action be certified as a class action;
- 25 2. That Plaintiff be appointed as the representative of the Class;
- 26 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 27 4. That Defendants provide to Class Counsel immediately the names and most
28 current/last known contact information (address, e-mail and telephone numbers) of all class

members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

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As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other class members;

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

36. For actual, consequential and incidental losses and damages, according to proof;

37. For statutory penalties pursuant to California Labor Code section 226(e);

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For reasonable attorneys' fees and costs of suit incurred herein; and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

45. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

46. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

47. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

48. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

49. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

50. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f), and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 1454, 2800, and 2802; and

51. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Tenth Cause of Action

52. For general and unpaid wages at overtime wage rates;

53. For liquidated damages equal to the amount of unpaid compensation;

54. For pre-judgment interest on any unpaid overtime compensation from the date such amounts were due;

55. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to the FLSA, 29 U.S.C. §216(b); and

56. For such other and further relief as the Court may deem appropriate.

Dated: December 17, 2020

LAWYERS for JUSTICE, PC

By: _____

Edwin Aiwarzian
Attorneys for Plaintiff

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

Ashley Simpson v. Choice Home Care, Inc.
Superior Court of California, County of Los Angeles, Case No. 19STCV20172

You have received this Notice because records of Choice Home Care, Inc. (“Defendant” or “CHC”) indicate that you are or were employed by Defendant during the time period from June 11, 2015 through [Preliminary Approval Date] as an hourly non-exempt employee.

You do not need to take any action to receive payment under the settlement reached in the Action and your legal rights may be affected.

This Notice is designed to advise you of your rights and options, such as how you can object to or request to be excluded from the Class Settlement, if you so choose.

PLEASE READ THIS NOTICE CAREFULLY. This notice relates to a proposed settlement of a class action lawsuit. It contains important information about your right to object to or not be included in the Class Settlement.

By order of the Superior Court of California for the County of Los Angeles (the “Court” or “Los Angeles County Superior Court”), in the case entitled *Ashley Simpson v. Choice Home Care, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20172 (“Action”), preliminary approval of a proposed class action settlement was granted on [Preliminary Approval Date]. A hearing shall be held on [hearing date] (“Final Approval Hearing”) to determine whether final approval of the settlement should be granted.

YOU ARE NOTIFIED THAT: A proposed class action settlement has been reached between Plaintiff Ashley Simpson (“Plaintiff”) and Defendant (Plaintiff and Defendant are collectively referred to as the “Parties”) in the above-entitled action, which may affect your legal rights.

I. DEFINITIONS

“**Class**” means all hourly non-exempt individuals who worked for Defendant during the Class Period.

“**Class Member**” means a member of the Class.

“**Class Period**” means the period from June 11, 2015 through [Preliminary Approval Date].

II. BACKGROUND OF THE ACTION

On June 11, 2019, Plaintiff commenced the Action by filing the Class Action Complaint for Damages. On October 11, 2019, Plaintiff filed a First Amended Class Action Complaint for Damages. On December 30, 2019, Plaintiff filed a Second Amended Class Action Complaint for Damages. On [TAC Date], Plaintiff filed the Third Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Complaint”).

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages; failed to provide compliant meal breaks and associated premiums; failed to provide compliant rest breaks and associated premiums; failed to timely pay wages during employment and at termination and associated penalties including waiting time penalties; failed to provide accurate wage statements; failed to maintain requisite payroll records; failed to reimburse business expenses; and thereby, engaged in unfair business practices in violation of the California Business and Professions Code and conduct giving rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, business expenses, restitution, penalties, interest, attorneys’ fees and costs.

Defendant denies all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with the law.

The Parties participated in two (2) mediation sessions with a respected class action mediator, and as a result of the mediation sessions, the Parties reached a settlement. The Parties have since entered into the Settlement and Release Agreement (“Settlement” or “Settlement Agreement”), which was preliminarily approved by the Court on **[Preliminary Approval Date]**. The Court has appointed **[TBD]** as the administrator of the settlement (“Settlement Administrator”). The Court has also preliminarily appointed Plaintiff Ashley Simpson as representative of the Class (“Class Representative”) and has preliminarily appointed the following Plaintiff’s counsel as counsel for the Class (“Class Counsel”):

Lawyers for Justice, PC
Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
410 West Arden Avenue, Suite 203
Glendale, California 91203

If you are a Class Member, you need not take any action to receive payment under the settlement, but you have the opportunity to request exclusion from or object to the Settlement if you so choose, as explained more fully in Section IV below.

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable, and adequate, and is in the best interests of the Class.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Gross Settlement Amount is One Million Eight Hundred Thousand Dollars (\$1,800,000). The portion of the Gross Settlement Amount that is available for payment to Class Members who do not submit timely and valid Request for Exclusions seeking exclusion from the Settlement (“Settlement Class Members”) is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees (not to exceed 39% of the Gross Settlement Amount, i.e., \$702,000 out of \$1,800,000) to Class Counsel; (2) reimbursement of litigation costs and expenses in an amount not to exceed \$45,000 to Class Counsel; (3) Enhancement Award in the amount of Fifteen Thousand Dollars (\$15,000.00) to Plaintiff; (4) Administration Costs (which are currently estimated not to exceed \$25,000) to the Settlement Administrator; and (5) the amount of Three Hundred Twelve Thousand Dollars and Zero Cents (\$312,000) allocated to penalties pursuant to PAGA (“PAGA Amount”) of which seventy-five percent (75%) (i.e., \$234,000) will be paid to the Labor and Workforce Development Agency (“LWDA Payment”).

Each Settlement Class Member will be entitled to receive payment under the settlement of his or her share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of calendar weeks he or she worked at least one day during the Class Period (“Qualifying Workweeks”). Individual Settlement Shares will be calculated by the Settlement Administrator who will divide the Net Settlement Amount by the total number of Qualifying Workweeks worked by all Settlement Class Members to arrive at a “Weekly Amount.” The Settlement Administrator will then multiply the Weekly Amount by each Settlement Class Member’s individual number of Qualifying Workweeks.

Each Individual Settlement Share is considered to be twenty percent (20%) as wages (to be reported on an IRS Form W2) and eighty percent (80%) as penalties, interest, and other non-wage damages (to be reported on an IRS Form 1099, if applicable). Settlement Class Members will be issued payment of their Individual Settlement Share after reduction for the applicable employee’s share of payroll taxes with respect to the wages portion of the Individual Settlement Share.

If the Court grants final approval of the settlement, payments will be mailed to the address that is on file with the Settlement Administrator. Please also note, Defendant is scheduled to fund the Gross Settlement Amount in three (3) equal installments over a 13 month period, therefore you may not receive payment until after full funding of the Gross Settlement Amount. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must make sure to provide your correct mailing address to the Settlement Administrator in a timely fashion, to ensure**

receipt of payment that you may be entitled to.

B. Your Qualifying Workweeks Based on Defendant's Records

According to Defendant's records, you are credited as having worked [] Qualifying Workweeks.

If you wish to dispute the Qualifying Workweeks credited to you, you must mail a written statement to the Settlement Administrator ("Workweek Dispute"), postmarked **no later than [RESPONSE DEADLINE]**, at the following address:

[Settlement Administrator]
[address]

A Workweek Dispute must: (a) state the Class Member's full name, address, and telephone number; (b) state the case name and number of the Action (in this case, *Ashley Simpson v. Choice Home Care, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20172); (c) state the words "Dispute" or "Workweek Dispute"; (d) describe, in clear and concise terms, the number of Qualifying Workweeks the Class Member contends is correct; (e) attach any documentation the Class Member has that supports his or her contention; and (f) be postmarked or fax-stamped on or before the [Response Deadline].

C. Your Estimated Individual Settlement Share

As explained above, your estimated Individual Settlement Share is based on the number of Qualifying Workweeks credited to you.

Under the terms of the Settlement:

- Your gross Individual Settlement Share is estimated to be \$ [].

The settlement approval process may take six months or more. Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual payment may be higher or lower than estimated.

D. Released Claims

"Released Claims" means any and all claims and causes of action, known or unknown, contingent or accrued, arising during the period from June 11, 2015 through [Preliminary Approval Date], out of the facts and claims asserted in the Action, or any other claims or causes of action that could have reasonably been asserted in the Action based on the facts alleged in the Complaint, including but not limited to under California Labor Code §§ 510 and 1198 and Fair Labor Standards Act § 207, for unpaid overtime, as well as under California Labor Code §§ 201, 202, 226, 226.7, 510, 512, 552, 552, 1194, 1197, 1197.1, 1198, 1454, 2800, 2802, for unpaid meal period premiums, unpaid rest period premiums, unpaid minimum wages, unpaid reporting time pay, failure to provide a day of rest, final wages not timely paid, non-compliant wage statements, failure to maintain payroll records, and unreimbursed business expenses; claims for civil penalties pursuant to the California Labor Code Private Attorneys General Act based on the aforementioned alleged violations of the California Labor Code; and violation of California Business and Professions Code Section 17200 et seq. based on the aforementioned alleged violations of California and Federal law.

Upon the Effective Date, Plaintiff and Settlement Class Members will be deemed to have released CHC, and its owners, employees, and their insurers, attorneys and all agents thereof from the Released Claims.

E. Attorneys' Fee and Cost

Class Counsel will seek attorneys' fees in an amount not to exceed Seven Hundred and Two Thousand Dollars (\$702,000) and reimbursement of actual litigation costs and expenses in an amount not to exceed Forty Five Thousand Dollars (\$45,000), subject to approval by the Court (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs awarded by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Award

In consideration for her service in connection with the Action, Plaintiff will seek an Enhancement Award in the amount of Fifteen Thousand Dollars (\$15,000), to be paid from the Gross Settlement Amount subject to approval by the Court. If awarded, the Enhancement Award shall be paid to Plaintiff in addition to her Individual Settlement Share under the Settlement.

G. PAGA Amount

As explained above, Three Hundred Twelve Thousand Dollars (\$312,000) of the Gross Settlement Amount is allocated for penalties pursuant to PAGA (i.e., PAGA Amount). Pursuant to California Labor Code section 2699(i), and subject to approval by the Court under California Labor Code section 2699(1), seventy-five percent (75%) of the PAGA Amount (i.e., \$234,000) will be paid to the Labor and Workforce Development Agency and the remaining twenty-five percent (25%) of the PAGA Payment (i.e., \$78,000) will be distributed on a *pro rata* basis to Class Members as part of the Net Settlement Amount.

H. Settlement Administration

Payment to the Settlement Administrator, Simpluris, Inc., is estimated not to exceed Twenty-Five Thousand Dollars (\$25,000) for the costs of the notice and settlement administration process, including and not limited to, the expense of distributing this Notice, processing Requests for Exclusion, objections, and Workweek Disputes, calculating Individual Settlement Shares, calculating and remitting applicable taxes, and distributing payments and tax forms under the settlement. The Administration Costs will be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS UNDER THE SETTLEMENT?

A. Participate in the Settlement

If you want to receive money from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Share. If you wish to exclude yourself from the Settlement, you must submit a written request to the Settlement Administrator (“Request for Exclusion”). Unless you elect to exclude yourself from the Settlement by submitting a timely and valid Request for Exclusion, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the claims described in Section III.D above. You will not be separately responsible for the payment of attorney’s fees or reimbursement of litigation expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and litigation expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the Settlement described in this Notice, you may seek exclusion from the Settlement by submitting a signed written request to the Settlement Administrator (“Request for Exclusion”). **A timely and complete Request for Exclusion must** (a) state the Class Member’s full name, address, and telephone number; (b) state the case name and number of the Action (in this case, *Ashley Simpson v. Choice Home Care, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20172); (c) state the words “Request for Exclusion” or “Opt Out”; (d) clearly state that the Class Member wishes to be excluded from the Settlement; and (e) be postmarked or fax-stamped on or before the [Response Deadline].

A Class Member who does not request exclusion from the Settlement by submitting a timely and valid Request for Exclusion will be a Settlement Class Member and will be bound by the Settlement if the Court grants final approval of the Settlement.

C. Object to the Settlement

You can object to the terms of the Settlement as long as you have not submitted a timely and valid Request for Exclusion.

If you want to object to the Settlement, you must submit a written objection to the Settlement Administrator (“Objection”). A complete and timely Notice of Objection must: (a) contain the full name, address, and signature of the objecting Class Member or his or her attorney; (b) clearly explain why the Class Member objects to the Settlement; (c) attach all supporting papers, if any which the Class Member is relying on; (d) state whether the Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing; and (e) be postmarked or fax-stamped on or before the **[Response Deadline]**. If you submit an Objection, you can hire an attorney at your own expense to represent you in your objection, however, this is not necessary as the Court will hear your objection at the Final Approval Hearing whether or not you have hired an attorney. **Even if you submit an Objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth below, if the Settlement is finally approved by the Court.**

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Los Angeles County Superior Court, in Department SSC14 of the Spring Street Courthouse located at 321 N. Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to rule on the request for Attorneys’ Fees and Cost, Enhancement Award, and Administration Costs.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed Settlement Agreement and other papers which are on file with the Court. You may also view the Settlement Agreement and documents filed in the actions by visiting the Office of the Clerk of the Los Angeles Superior Court at the Stanley Mosk Courthouse located at 111 North Hill Street, Los Angeles, California 90012 (“Office of the Clerk”). In light of COVID-19, you must call the Office of the Clerk at (213) 830-0800, between 8:30 a.m. and 4:30 p.m. Monday through Friday, to make a reservation to view the records.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THE SETTLEMENT.

YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: **[INSERT].**

YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.