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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SACRAMENTO**

15 ERYN WHITE, on behalf of himself and on
16 behalf of all persons similarly situated,

17 Plaintiff,

18 vs.

19 ADVANCED HOME HEALTH, INC.,
20 California Corporation; ADVANCED
21 HOMES HEALTH HOSPICE, INC. a
22 California Corporation; ADVANCED
23 HOME HEALTH NORTHBAY, INC. a
24 California Corporation; ADVANCED
25 HOME HEALTH SAN DIEGO, INC., a
26 California Corporation; and DOES 1 through
27 50, inclusive,

28 Defendants.

Lead Case No.: **34-2021-00295374**

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

Hearing Date: February 24, 2022

Hearing Time: 9:00 a.m.

Reservation No. 2615483

Dept.: 54

Judge: Hon. Christopher E. Krueger

Lead Action Filed: February 26, 2021

Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Eryn White ("Plaintiff") in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion for preliminary approval
7 of the proposed class action settlement with Defendants Advanced Home Health, Inc., Advanced
8 Home Health and Hospice, Inc., Advanced Home Health Northbay, Inc., Advanced Home Health
9 San Diego, Inc. (collectively "Defendants"), and seeks entry of an order: (1) preliminarily
10 approving the proposed settlement of this class action with Defendant; (2) for settlement purposes
11 only, conditionally certifying the Class, which is comprised of "all individuals who are or
12 previously were employed by Defendants in California and who were classified as non-exempt
13 employees at any time during the Class Period"; (3) provisionally appointing Plaintiff as the
14 representative of the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R.
15 Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class
16 Counsel for the Class; (5) approving the form and method for providing class-wide notice; (6)
17 directing that notice of the proposed settlement be given to the class; (7) appointing Phoenix
18 Settlement Administrators as Settlement Administrator, and (8) scheduling a final approval hearing
19 date to consider Plaintiff's motion for final approval of the settlement and entry of the Judgment,
20 and Plaintiff's motion for approval of attorneys' fees and expenses. Attached hereto as Exhibit #1 is
21 a copy of the fully executed Class Action Settlement Agreement ("Agreement") along with exhibits
22 thereto. This Declaration incorporates by reference the definitions in the Agreement, and all terms
23 defined therein shall have the same meaning as set forth in the Agreement.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the Gross Settlement Amount is Three Million
27 One Hundred Forty Thousand Dollars (\$3,140,000) to be paid by Defendants, as set forth in the
28 Agreement. The Gross Settlement Amount will settle all issues pending in the Action between the

1 Parties and will be made in full and final settlement of the Released Class Claims. The Gross
2 Settlement Amount includes all payments of Settlement Shares to the Participating Class Members,
3 Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment, Class Representative Service Payment, and the PAGA Payment. The Gross
5 Settlement Amount does not include the employer's share of payroll taxes which will be separately
6 paid by Defendants. The Settlement is all-in with no reversion to Defendants and no need to submit
7 a claim form.

8 4. The relief provided in the Settlement will benefit all members of the Class. The
9 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
10 Payments to the Class Members are all determined under a neutral methodology. Each
11 Participating Class Member will receive the same opportunity to participate in and receive payment
12 through a neutral formula that is based upon the weeks worked by that individual.

13 5. On August 18, 2021, the Parties participated in an all-day mediation presided over
14 by Francis J. Ortman III, a respected mediator of wage and hour representative and class actions.
15 In preparation for the mediation, Defendants provided Class Counsel with necessary information for
16 the members of the Class, including time data, payroll data and data concerning the composition of
17 the Class. Plaintiff analyzed the data with the assistance of damages expert, Berger Consulting, and
18 prepared and submitted a mediation brief and damage valuation to the Mediator. At the conclusion
19 of the all-day mediation, the Parties agreed to this Settlement. The final settlement terms were
20 negotiated and set forth in the Agreement now presented for this Court's approval. Importantly,
21 Plaintiff and Class Counsel believe that this Settlement is fair, reasonable and adequate.

22 6. The Gross Settlement Amount provides an average value of \$4,875 per Class
23 Member and \$80 per workweek, and after deductions, the Net Settlement Amount provides an
24 average recovery of \$3,061 per Class Member and \$50 per work week. The calculations to
25 compensate for the amount due to the Class Members at the time this Settlement was negotiated
26 were calculated by Plaintiff's expert, Berger Consulting, in advance of mediation. For the
27 individuals whose claims are at issue in this Actions, Plaintiff analyzed the data for putative class
28 members and determined the potential maximum damages for the class claims. For the Class,

1 Plaintiff determined that the unpaid wages due to the working during rest and recovery was
2 \$907,407, the potential off-the-clock damages were \$893,881 for non-productive work time, the
3 maximum potential meal period damages were estimated to be \$3,529,140, based upon an alleged
4 100% violation rate, the maximum rest period damages were estimated to be \$3,575,526 based
5 upon an alleged 100% violation rate, and the maximum damages for unreimbursed mileage
6 expenses were estimated to be \$937,257 based upon the alleged underpayment. In total, the
7 damages for the Class were calculated to have a maximum total value of \$9,843,211. In addition,
8 Plaintiff calculated that the maximum value of the waiting time penalties were \$2,432,772 and the
9 maximum value of the wage statement penalties to be \$504,950, however, these wage statement and
10 waiting time penalties claims potentially have a much smaller value, even if damages were
11 awarded, to the extent that they are only derivative of the meal and rest break claims.¹ Consequently,
12 the Gross Settlement Amount represents more than 31% of the value of the potential maximum
13 damages at issue for the Class in this case, assuming these amounts could all be proven in full at
14 trial.² The above maximum calculations should then be adjusted in consideration for both the risk
15 of certification and the risk of establishing class-wide liability on all claims. Given the amount of
16 the Settlement as compared to the potential value of the claims, the Settlement is most certainly fair
17 and reasonable.

20 ¹ While Plaintiff alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
21 226, Plaintiff recognized that these claims were subject to various defenses asserted by Defendant,
22 including, but not limited to, a good faith dispute defense as to whether any premium wages for
23 meal or rest periods or other wages were owed given Defendants' position that Plaintiff were
24 properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584 (2010)
25 ("There is no willful failure to pay wages if the employer and employee have a good faith dispute as
26 to whether and when the wages were due."). Additionally, Courts have held that violations of the
27 meal and rest period regulations, which require payment of a "premium wage" for each improper
28 meal period, do **not** give rise to claims under sections 203 and 226. *See Ling v. P.F. Chang's China*
Bisto, Inc., 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.
App. 5th 1308, 1336 (2018). As a result, the viability of Plaintiff's claims on these theories is
uncertain.

² Because the PAGA claim does not provide a recovery to the Class, Plaintiffs have not included
the PAGA claim in this discussion. The PAGA claim is addressed in the Decl. Nordrehaug at ¶ 33.

1 Procedural History of the Litigation

2 7. On February 26, 2021, Plaintiff filed a Complaint against Defendants in the Superior
3 Court of the State of California, County of Sacramento. Plaintiff asserted the following claims
4 against Defendants: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.;
5 (2) failure to pay minimum wages in violation of Cal. Labor Code §§ 1194, 1197, 1197.1; (3)
6 failure to pay overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide required
7 meal periods in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest
8 periods in violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized
9 wage statements in violation of California Labor Code § 226; (7) failure to reimburse employees for
10 required expenses in violation of California Labor Code § 2802; (8) failure to provide wages at
11 termination in violation of Cal. Lab. Code § 201, 202, and 203; and (9) violation of the Private
12 Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA") based upon the alleged
13 violations.

14 8. On April 22, 2021, Plaintiff filed a First Amended Complaint to revised the
15 definition of "California Class" and "Aggrieved Employees" to include "all individuals who are or
16 previously were employed by Advanced Home Health, Inc., and/or Advanced Home Health and
17 Hospice, Inc., and/or Advanced Home Health Northbay, Inc. and/or Advanced Home Health San
18 Diego, Inc. in California and classified as non-exempt employees" during the Class Period and
19 PAGA Period, respectively.

20 9. On June 9, 2021, Defendants filed their Answer to the First Amended Complaint
21 which included a general denial along with 30 affirmative defenses to the Second Amended
22 Complaint.

23 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
24 including production of documents, class data, and other information, allowing for the full and
25 complete analysis of liabilities and defenses to the claims in the Action. The information for
26 mediation obtained by Plaintiffs included: (1) data showing employees and their employment dates;
27 (2) Timekeeping data for Class Members; (3) Payroll data for employees; (4) Defendants' employee
28 wage and hour policies; (5) the employment file for the Plaintiff; and, (7) samples of wage

1 statements provided by Defendants. Plaintiff and Defendants agreed to discuss resolution of the
2 Action through a mediation.

3 11. Prior to mediation, the Parties engaged in the above investigation and the exchange
4 of documents and information in connection with the Action. On August 18, 2021, the Parties
5 participated in an all-day mediation presided over by Francis J. Ortman III, a respected and
6 experienced mediator of wage and hour class actions. Following the mediation, each side,
7 represented by its respective counsel, were able to agree to settle the Action based on a mediator's
8 proposal which was memorialized in the form of a Memorandum of Understanding. At all times,
9 the negotiations were arm's length and contentious.

10 12. The Parties continued to negotiate the terms of the settlement and prepared the final
11 Agreement which was signed by the Parties and is now presented to this Court for preliminary
12 approval. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals
13 who are or previously were employed by Defendants in California and who were classified as
14 non-exempt employees at any time during the Class Period." (Agreement at ¶ I(C).) The Class
15 Period is from February 26, 2017 to August 18, 2021. The Class consists of an estimated 644 Class
16 Members who worked 39,248 weeks during the Class Period. Defendant verified these figures in
17 the Declaration of Alicia Marr, a true and correct copy of which is submitted herewith as Exhibit
18 #3.

19 13. Although a settlement has been reached, Defendants deny any liability or
20 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
21 any purpose other than settlement, the Action are appropriate for class treatment. Defendants
22 contend, among other things, that they have correctly compensated the Class Members and
23 complied at all times with the California Labor Code, applicable Wage Order, and all other laws
24 and regulations. Further, Defendants contend that class certification would be inappropriate for any
25 reason other than for settlement. Plaintiff contends that Defendants violated California wage and
26 hour laws. Plaintiffs further contend that the Action is appropriate for class certification on the
27 basis that the claims meet the requisites for class certification. Without admitting that class
28 certification is proper, Defendants have stipulated that the above Class may be certified for

1 settlement purposes only. (Agreement at ¶ II(E).) The Parties agree that certification for settlement
2 purposes is not an admission that class certification would be proper if the class certification issue
3 were litigated. Further, the Agreement is not admissible in this or any other proceeding as evidence
4 that the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
5 Parties stipulate and agree that the requisites for establishing class certification with respect to the
6 Class are satisfied.

7 14. Class Counsel has conducted a thorough investigation into the facts of the class
8 action. Over the course of the litigation, Class Counsel has diligently evaluated the Class Members'
9 claims against Defendants. Prior to the settlement negotiations, counsel for Defendants provided
10 Class Counsel with access to necessary information for the Class. In addition, Class Counsel
11 previously negotiated settlements with other employers in actions involving nearly identical issues
12 and analogous defenses. Based on the foregoing data and their own independent investigation,
13 evaluation and experience, Class Counsel believes that the settlement with Defendants on the terms
14 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
15 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
16 by Defendants, and potential appellate issues.

17
18 Settlement Terms and Plan of Allocation

19 15. The Gross Settlement Amount is Three Million One Hundred Forty Thousand
20 Dollars (\$3,140,000). (Agreement at ¶ I(S).) Under the Settlement, the Gross Settlement Amount
21 consists of the following elements: (1) payment of the Settlement Shares to the Class; (2) Class
22 Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3) Settlement
23 Administration Expenses; (4) Class Representative Service Payment to the Plaintiff; and (5) the
24 PAGA Payment. (Agreement at ¶ I(S).) The Gross Settlement Amount does not include
25 Defendants' share of payroll taxes. (Agreement at ¶ III(A).) The Gross Settlement Amount shall be
26 all-in with no reversion to Defendants. (Agreement at ¶ III(A).)

27 16. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay
28 Defendants' share of payroll taxes within fifteen (15) calendar days of the Effective Date.

(Agreement at ¶ III(E)(9).) The Settlement Shares to Participating Class Members will be mailed by the Settlement Administrator within fifteen (15) calendar days after the funding of the Gross Settlement Amount. (Agreement at ¶ III(E)(9).)

17. The Net Settlement Amount shall equal the net amount available for payment to the Class after deducting the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses. (Agreement at ¶ I(U).) The Net Settlement Amount will be distributed as the Settlement Shares to the Class Members who do not timely request exclusion ("Participating Class Members"). (Agreement at ¶ III(C).) The Settlement Share will be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of weeks worked included in the dates of employment to determine a dollar amount per week ("Weekly Rate"); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. (Agreement at ¶ III(C)(2).) Workweeks will be based on Defendants' records, however Class Members will have the right to challenge the number of workweeks.

18. Class Members may choose to opt-out of the Settlement by following the directions in the Class Notice. (Agreement at ¶ III(E)(3) and Ex. A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will be bound by the Settlement and will be entitled to receive a Settlement Share. Aggrieved Employees who opt out the Settlement will still be paid their allocation of the PAGA Payment, respectively, and will remain bound by the release of the Released PAGA Claims, regardless of their request for exclusion. (Agreement at ¶ III(E)(3)(c).) Finally, the Class Notice will also advise the Class Members of their right to object to the Settlement and/or dispute their workweeks. (Agreement at ¶ III(E)(3), Ex. A.)

19. A Participating Class Member must cash his or her Settlement Share check within 180 days after it is mailed. (Agreement at ¶ III(E)(10).) The Settlement Administrator will send a reminder to Participating Class Members who have not cashed their checks within 120 days after its last mailing to the affected individual. (Agreement at ¶ III(E)(10).) Any settlement checks not

1 cashed within 180 days will be voided and any funds from such uncashed checks will be paid to the
2 California State Controller's Unclaimed Property Fund in the name of the Participating Class
3 Member. (Agreement at ¶ III(E)(10).)

4 20. Based upon the lowest bid received from qualified vendors, the Parties have agreed
5 to use Phoenix Settlement Administrators as the Settlement Administrator. (Agreement at ¶
6 III(D).) From the Gross Settlement Amount, the Settlement Administrator shall be paid for the
7 expenses of administering the Settlement in an amount not to exceed \$12,000. (Agreement at ¶
8 III(B)(5).)

9 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
10 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
11 (Agreement at ¶ III(B)(3).) Class Counsel will also be allowed to apply separately for an award of
12 Class Counsel Litigation Expenses Payment in an amount not to exceed \$25,000. (Agreement at ¶
13 III(B)(3).) Subject to Court approval, the Agreement provides for a payment of no more than
14 \$10,000 to Plaintiff as the Class Representative Service Payment. (Agreement at ¶ III(B)(1)).)

15 22. The Parties will seek approval from the Court for the PAGA Payment of \$75,000 out
16 of the Gross Settlement Amount, which shall be allocated 75% (\$56,250) to the LWDA as the
17 LWDA's share of the PAGA Payment pursuant to PAGA and 25% (\$18,750) will be distributed to
18 the Aggrieved Employees based on their respective pay periods worked during the PAGA Period.
19 (Agreement at ¶ III(B)(4).) All Aggrieved Employees will be sent their share of the PAGA
20 Payment and will be subject to the release of the Released PAGA Claims, whether or not they opt
21 out of the Settlement. (Agreement at ¶ III(B)(4).) As set forth in the accompany proof of service,
22 the LWDA has been served with this motion and the Agreement.

23
24 Risks of Continued Litigation and Standards for Approval

25 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
26 and trying these Action against Defendants through possible appeals which could take several
27 years. Class Counsel has also taken into account the uncertain outcome and risk of litigation,
28 especially in complex class actions such as these Action. Class Counsel is also mindful of and

1 recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the
2 Action. Based upon their evaluation, Plaintiff and Class Counsel have determined that the
3 Settlement set forth in the Agreement is in the best interest of the Class Members.

4 24. Here, a number of defenses asserted by Defendants present serious threats to the
5 claims of the Plaintiff and the other Class Members. Defendants asserted that Defendants' practices
6 complied with all applicable Labor laws. Defendants argued that all work time was recorded and
7 paid for. Defendants contend that their meal and rest period policies fully complied with California
8 law and that although Defendants' timekeeping system recorded meal periods, all meal periods
9 were provided. Defendants paid some meal premiums and could therefore argue that any missed
10 meals were compensated. Further, Defendants argued that Defendants were not required to record
11 rest periods. Finally, Defendants could argue that the Supreme Court decision in *Brinker v.*
12 *Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on liability, value, and class
13 certifiability as to the meal and rest period claims. Defendants also argue that based on their
14 facially lawful practices, they acted in good faith and without willfulness, which if accepted would
15 negate the claims for waiting time penalties and/or inaccurate wage statements. In fact, under the
16 current state of the law, it is questionable whether these penalties could be awarded at all based
17 upon the alleged meal and rest period violations. If successful, Defendants' defenses could
18 eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these
19 defenses could be overcome, Defendants maintain these defenses have merit and therefore present a
20 serious risk to recovery by the Class.

21 25. There was also a significant risk that, if the Actions were not settled, Plaintiff would
22 be unable to obtain class certification and thereby not recover on behalf of any employees other
23 than themselves. Defendants argued that the individual experience of each putative class member
24 varied with respect to the claims. Defendants could also contest class certification by arguing injury
25 and good faith were case by case determinations that precluded class certification. Plaintiff is
26 aware of cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar,*
27 *Inc.*, 43 Cal. App. 5th 885, 256 Cal. Rptr. 3d 547 (2019) (denying certification of meal and rest
28 break claims). Defendants also contended that individual differences in work experiences not only

1 impacted damages but would also impact certification. Finally, even if class certification was
2 successful, as demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank*
3 *National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class wide
4 recovery even where the class has been certified. While other cases have approved class
5 certification in wage and hour claims, class certification in this action would have been hotly
6 disputed and was by no means a foregone conclusion.

7 26. This settlement is therefore certainly entitled to preliminary approval. Were this
8 case to go to trial, the Plaintiff and the other class members would need to prove, among other
9 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

10 27. Plaintiff will apply to the Court for a Class Representative Service Payment in
11 consideration for the service and for the risks undertaken on behalf of the class. (Agreement at ¶
12 III(B)(1).) Plaintiff performed his duty admirably by working with Class Counsel. At this stage,
13 the requested service awards of \$10,000 are well within the accepted range of awards for purposes
14 of preliminary approval. See e.g. *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS
15 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was \$351);
16 *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal. 2014)
17 (approving \$10,000 service award where class member recovery was \$375); *Rausch v. Hartford*
18 *Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007) (approving award
19 of \$10,000 where class member recoveries were as little as \$150); *Louie v. Kaiser Foundation*
20 *Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding \$25,000 service
21 award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*, 2007 WL 221862,
22 *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in overtime class action and a
23 pool of \$100,000.00 in enhancements). As explained in *Glass*, service awards are routinely
24 awarded to class representatives to compensate the employees for the time and effort expended on
25 the case, for the risk of litigation, for the fear of suing an employer and retaliation there from, and to
26 serve as an incentive to vindicate the statutory rights of all employees. 2007 WL 221862 at *16-17.

27 28. The stage of the proceedings at which this Settlement was reached also militates in
28 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has

1 conducted a thorough investigation into the facts of the class action. Class Counsel began
2 investigating the Class Members' claims before the Action was filed. Class Counsel engaged in
3 formal discovery and conducted a review and analysis of the relevant documents and data. Class
4 Counsel was also experienced with the claims at issue here, as Class Counsel previously litigated
5 and settled similar claims in other actions. Accordingly, the agreement to settle did not occur until
6 Class Counsel possessed sufficient information to make an informed judgment regarding the
7 likelihood of success on the merits and the results that could be obtained through further litigation.

8 29. Based on the foregoing data and their own independent investigation and evaluation,
9 Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the
10 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
11 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
12 asserted by Defendants, and numerous potential appellate issues. There can be no doubt that
13 Counsel for both parties possessed sufficient information to make an informed judgment regarding
14 the likelihood of success on the merits and the results that could be obtained through further
15 litigation.

16
17 Class Certification Issues

18 30. Plaintiff contends that the proposed settlement meet all of the requirements for class
19 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
20 the Court may appropriately approve the Class as defined in the Agreement. This Court should
21 conditionally certify the Class for settlement purposes only, defined as follows:

22 All individuals who are or previously were employed by Defendants in California
23 and who were classified as non-exempt employees at any time during the Class
Period.

24 (Agreement at ¶ I(C).)

25 The "Class Period" is February 26, 2017 to August 18, 2021. (Agreement at ¶ I(J).)

26 a. **Numerosity** - Here, Plaintiff asserts that the 644 current and former
27 employees that comprise the Class can be identified based on Defendants' records and are
28 sufficiently numerous for class certification.

1 b. **Common Issues Predominate** - Here, Plaintiff contends that common
2 questions of law and fact are present, and specifically the common questions of whether Defendants
3 properly compensated for rest and recovery time worked, whether the Defendants failed to provide
4 meal and rest periods, whether class members were lawfully compensated for all hours worked
5 during non-productive time, whether Defendants failed to provide required mileage expense
6 reimbursement, and whether Class Members are entitled to damages and penalties as a result of
7 these practices.

8 c. **Typicality** - In the instant case, Plaintiff contends that there can be little
9 doubt that the typicality requirement is satisfied. The Plaintiff, like every other member of the
10 Class, worked for Defendants as non-exempt employee during the Class Period. Plaintiff contend
11 that, like every other member of the Class, they were subject to the same practices and policies of
12 Defendants and are subject to the same defenses. Thus, Plaintiff assert that the claims of the
13 Plaintiff and the Class Members arise from the same course of conduct by the Defendants, involve
14 the same employment policies and practices of Defendants, and are based on the same legal
15 theories.

16 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
17 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
18 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
19 requirement is met here. First, Plaintiff is well aware of his duties as the representative and has
20 actively participated in the prosecution of this case to date. He effectively communicated with
21 counsel, provided documents to counsel and participated in the investigation and negotiations in the
22 Action. Second, Plaintiff retained competent counsel who are experienced in employment class
23 actions and who have no conflicts. Third, there is no antagonism between the interests of the
24 Plaintiff and those of the Class. Both the Plaintiff and the Class Members seek monetary relief
25 under the same set of facts and legal theories.

26 31. Blumenthal Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting
27 class action lawsuits and can competently represent the Class. Other lawyers at my firm and I have
28 extensive class litigation experience. We have handled a number of class actions and complex

1 cases and have acted both as counsel and as lead and co-lead counsel in a variety of these matters.
2 We have successfully prosecuted and obtained significant recoveries in numerous class action
3 lawsuits and other lawsuits involving complex issues of law and fact. My firm is particularly
4 experienced in wage and hour employment law class actions, including claims for misclassification,
5 overtime, expense reimbursement, unlawful deduction of wages, and missed rest and meal periods.
6 Blumenthal Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over
7 hundreds of wage and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has
8 been found to be adequate counsel by the courts throughout California. We have been approved as
9 experienced class counsel by both state and federal courts in California in contested class
10 certification proceedings. A true and correct copy of the resume of my firm is attached hereto as
11 Exhibit #2. Thus, the adequacy requirement is satisfied.

12 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
13 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
14 “A” to the Agreement.) The Class Notice will include, among other information: (i) information
15 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
16 information to the Class Members regarding how to opt out and how to object to the Settlement;
17 (iv) the estimated Settlement Share for each of the Class Members; (iii) the amount of attorneys’
18 fees and expenses to be sought; (v) the amount of the Plaintiff’s service awards requests; and (vi)
19 the anticipated expenses of the Settlement Administrator. The Class Notice will state that the Class
20 Members shall have forty-five (45) days from the date that the Notice is mailed to them to request
21 exclusion (opt-out) or to submit an objection. (Agreement at ¶ III(E)(3).) In the event of a re-
22 mailing, this deadline will be extended by an additional 15 days. Class Members shall be given the
23 opportunity to object to the Settlement and/or requests for attorneys’ fees and expenses and to
24 appear at the Final Approval Hearing. (Agreement at ¶ III(E)(3)(a).) Class Members who do not
25 submit a timely and proper request to opt-out will automatically receive a payment of their
26 Settlement Share. This notice program was designed to meaningfully reach the Class Members and
27 it advises them of all pertinent information concerning the Settlement. The mailing and distribution
28

1 of the Class Notice satisfies the requirements of due process, and is the best notice practicable under
2 the circumstances and constitutes due and sufficient notice to all persons entitled thereto.

3
4 33. The PAGA Claims -

5 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
6 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
7 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
8 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
9 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
10 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
11 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
12 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
13 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
14 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
15 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
16 class members." (LWDA Response at p.4).

17 b. **Valuation of the PAGA Claim for Aggrieved Employees.**
18 For mediation, Plaintiffs' calculated the value of the alleged PAGA claim as to Aggrieved
19 Employees for civil penalties to be between \$260,450 and \$520,900 for a single violation in every
20 one of the 5,209 pay periods at issue in the PAGA Period, depending on whether the violation was
21 \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay
22 period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties
23 would be awarded at the maximum rate per pay period but without stacking. The PAGA allocation
24 in the Settlement is the amount of \$75,000. This allocation is justified by several important
25 considerations. First, the PAGA claim was subject to the same risks as the underlying class claims.
26 Second, Defendant asserted additional defenses to the PAGA claim, not only as to liability but also
27 as to the amount of the penalties. Defendant could also argue that no penalties prior to the PAGA
28 notification should be awarded, and I am aware of one Court which has so ruled. These additional

1 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties
2 sought may not be awarded. Third, civil penalties may not be awarded at the maximum rate. In
3 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
4 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
5 awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs prevailed on
6 the PAGA claim. Even if we assume that violations for all 5,209 pay periods were established,
7 using the valuation from *Carrington* results in a more realistic recovery of \$26,045 under PAGA.
8 This means that the \$75,000 PAGA allocation is a reasonable percentage of this potential PAGA
9 recovery. Fourth, the interests of PAGA are also served by the Class recovery under the reasoning
10 of the LWDA in *O'Connor v. Uber*.

11 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
12 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
13 settlements as compared to the total settlement amount. A class settlement that allocates
14 approximately 1% of the total settlement value to resolve the PAGA claims applicable to the class
15 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
16 Courts typically approve PAGA settlement amounts in the range of between .27 to 1.7 percent of
17 the total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
18 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
19 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
20 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
21 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
22 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA
23 for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
24 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9
25 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
26 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
27 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
28 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*

1 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
2 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
3 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
4 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
5 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
6 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
7 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
8 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
9 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
10 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
11 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
12 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
13 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
14 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
15 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
16 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
17 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
18 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
19 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
20 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
21 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
22 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
23 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
24 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
25 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
26 0.34% of \$1,450,000 settlement amount).

27 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
28

1 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
2 reasonable, and at the time of final approval, my firm will present lodestar to further support the
3 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
4 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
5 of the class action awards obtained by Class Counsel in similar employment actions throughout the
6 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
7 settlement value: On June 14, 2017, in *Smith v. Space Exploration* (Los Angeles Superior Court
8 Case No. BC554258), Judge Elihu Berle awarded Class Counsel a 1/3 fee award in a wage and hour
9 class settlement. On March 23, 2018, in *Bailey v. Redfin*, (Los Angeles Superior Court, Case No.
10 BC512191, the Court awarded a 1/3 fee award in a wage and hour class settlement. On July 10,
11 2018, in *Zirpolo v. UAG Stevens Creek II* (Santa Clara Superior Court Case No. 17CV313457,
12 Judge Brian Walsh awarded Class Counsel a one-third fee award in a wage and hour class
13 settlement. On July 19, 2018, in *Metrow v. Liberty Mutual*, (U.S.D.C. Central District of California
14 Case No. EDCV 16-01133-JGB), the District Court awarded Class Counsel a one-third fee award in
15 a wage and hour class settlement. On December 4, 2018, in *Panda Express Wage and Hour Cases*
16 (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a
17 one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage*
18 *and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded
19 Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in
20 *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge
21 Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
22 December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case
23 No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage
24 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
25 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
26 third award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal*
27 *Care* (San Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded
28 Class Counsel a one-third award in a wage and hour class settlement. On October 23, 2020, in

1 *Ontiveros v. Baker Concrete*, (Santa Clara Superior Court Case No. 18CV328679) Judge Brian
2 Walsh awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
3 December 3, 2020, in *Blackshear v. California Fine Wine & Spirits* (Sacramento Superior Court
4 Case No. 34-2018-00245842) Judge Christopher Krueger awarded BNBD a one-third fee award in a
5 wage and hour class settlement. On April 15, 2021, in *Epstein v. Walgreens* (U.S.D.C. Central
6 District of California, Case No. 5:19-cv-01323) District Judge David Carter awarded Class Counsel
7 a one-third fee award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM*
8 *Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded
9 Class Counsel a one-third fee award in a wage and hour class settlement. On September 24, 2021, in
10 *Prologistics Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP 4881), Judge
11 William Claster awarded Class Counsel a one-third fee award in a wage and hour class settlement.
12 On November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
13 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
14 settlement. On November 17, 2021, in *Leon v. Sierra Aluminum Company* (San Bernardino
15 Superior Court Case No. CIVDS2010856) Judge David Cohn awarded a one-third fee award in a
16 wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
17 reasonable in light of the fees that have been awarded in other similar cases.

18 35. Class Representative Service Payment - The reasonableness of the requested service
19 award is also established by reference to the amounts that other California courts have found to be
20 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
21 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
22 award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
23 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
24 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
25 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
26 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
27 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
28 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.

1 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
2 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
3 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
4 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
5 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
6 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
7 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
8 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los
9 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
10 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
11 2011)(awarding \$10,000 service award together with additional compensation for their general
12 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
13 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
14 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
15 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
16 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
17 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
18 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
19 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
20 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
21 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
22 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
23 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
24 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
25 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
26 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
27 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
28 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*

1 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
2 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
3 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
4 *Services, LLC*, Case No. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
5 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
6 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
7 *Inductrial Complany*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug.
8 1, 2018) (awarding \$10,000 service award).

9 36. Settlement Administration - After seeking bids from qualified administrators,
10 the estimate from Phoenix Settlement Administrators was selected, as it was the lowest and
11 provided for an estimate of \$10,950 to perform the settlement administration. A true and correct
12 copy of the estimate from Phoenix Settlement Administrators is attached hereto as Exhibit #4. I
13 have used Phoenix Settlement Administrators successfully as the administrator in more than ten
14 class settlements in the last several years and know them to be competent and experienced.

15
16 I declare under penalty of perjury under the laws of the State of California that the foregoing
17 is true and correct. Executed this 12th day of January, 2022, at La Jolla, California.

18
19
20 By:


Kyle Nordrehaug

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Eryn White (“Plaintiff”) and defendants Advanced Home Health, Inc., Advanced Home Health and Hospice, Inc., Advanced Home Health Northbay, Inc., Advanced Home Health San Diego, Inc. (“Defendants”). Plaintiff and Defendants collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Eryn White v. Advanced Home Health, Inc. et al.*, Case No. 34-2021-00295374, pending in Superior Court of the State of California, County of Sacramento.
- B. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants in California and who were classified as non-exempt employees at any time during the PAGA Period.
- C. “Class” means all individuals who are or previously were employed by Defendants in California and who were classified as non-exempt employees at any time during the Class Period.
- D. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine LeVu and Andrew Ronan of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- F. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security number; his or her employee identification number; his or her email address (if known); and his or her dates of employment and/or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.
- G. “Class Member” is a member of the Class.
- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto

as Exhibit A to this Agreement and incorporated by reference into this Agreement.

- I. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- J. “Class Period” means the period of time from February 26, 2017 to August 18, 2021.
- K. “Class Representative Service Payment” means the service payment made to each of the Plaintiff in their capacity as Class Representative in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses in the event Plaintiff were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff.
- L. “Court” means the Superior Court of California, County of Sacramento.
- M. “Defendants” means Advanced Home Health, Inc., Advanced Home Health and Hospice, Inc., Advanced Home Health Northbay, Inc., Advanced Home Health San Diego, Inc.
- N. “Defendants’ Counsel” means Natalie B. Fujikawa of Gordon Rees Scully Mansukhani, LLP.
- O. “Effective Date” means the date by which all of the following have occurred:
 - 1. This Agreement is approved by the Court; and
 - 2. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
- P. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- Q. “Final” means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, the date the Judgment is entered.
 - 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

- R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- S. “Gross Settlement Amount” means Three Million One Hundred Forty Thousand Dollars (\$3,140,000) to be paid by Defendants as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendants and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendants. The Gross Settlement Amount is all in with no reversion to Defendants and shall be paid without the need to submit a claim form.
- T. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- U. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- W. “PAGA Period” means the period of time from February 26, 2020 to August 18, 2021.
- X. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- Y. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- Z. “Released Parties” collectively mean: Defendants, and the past, present and future managers, officers, directors, employees, attorneys, predecessors, successors and assigns of Defendants to the extent of any liability of Defendants to Plaintiff and the Class for the acts settled herein.
- AA. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- BB. “Settlement Administrator” means the third party settlement administrator proposed by the Parties, as approved by the Court.

- CC. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On February 26, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Sacramento. Plaintiff asserted claims that Defendants:
1. Violated California Business and Professions Code § 17200 *et seq.*;
 2. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
 3. Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 4. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 5. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 6. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
 7. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
 8. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
 9. Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).
- B. On April 22, 2021, Plaintiff filed a First Amended Complaint to revised the definition of “California Class” and “Aggrieved Employees” to include “all individuals who are or previously were employed by Advanced Home Health, Inc., and/or Advanced Home Health and Hospice, Inc., and/or Advanced Home Health Northbay, Inc. and/or Advanced Home Health San Diego, Inc. in California and classified as non-exempt employees” during the Class Period and PAGA Period, respectively.
- C. On August 18, 2021, the Parties participated in an all-day mediation presided over by Francis J. Ortman III, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of

Understanding and any other agreements, understandings, or representations between the Parties.

- D. As part of this Settlement, Plaintiff shall be permitted to amend the First Amended Complaint only to allege individual claims individual wrongful termination and retaliation claims against.
- E. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class have merit or that Defendants bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendants will pay under this Settlement is Three Million One Hundred Forty Thousand Dollars (\$3,140,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendants to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - 1. **Class Representative Service Payment:** In addition to the Settlement Shares to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$10,000 as a Class Representative Service Payment. Defendants will not oppose the Class Representative Service Payment of no more than \$10,000 for Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payments of less than \$10,000 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to the Plaintiff with respect to the payment, who will

assume full responsibility and liability for the taxes due on his Class Representative Service Payments.

2. **Plaintiff:** In addition to the Settlement Shares and Class Representative Service Payment to be paid to Plaintiff, Defendants have agreed to separately settle with Plaintiff's unrelated claims to the claims settled herein in accordance with the terms of the Confidential Individual Settlement Agreement in exchange for a general release for Plaintiff's individuals claims unrelated to the Released Class Claims, Released PAGA Claims and related individual claims, which general release includes a Civil Code section 1542 waiver of all known and unknown claims.
3. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$1,046,667, as their Class Counsel Fees Payment and an amount not more than \$25,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$1,046,667, and \$25,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.
4. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$75,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$56,250) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$18,750) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$75,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.

5. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$12,000 (“Settlement Administration Expenses”). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$12,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendants shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks worked included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.
3. **Withholding.**
 - a. Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - b. Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for interest and One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.

- c. The Participating Class Members agree to hold harmless Defendants, Class Counsel, and Defendants' Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Members' failure to pay taxes on any amounts paid pursuant to this Settlement.
 - 4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.
 - 5. **Class Size Modification.** Defendants have represented that the class consists of an estimated total of 644 Class Members who worked 39,248 weeks worked at any time during the Class Period. In regard hereto, Defendants will provide a declaration under oath prior to the filing of the motion for preliminary approval as to the number of Class Members and weeks worked during the Class Period. The Gross Settlement Amount will increase proportionally with added Class Members if the actual number of Class Members in the Class Period is more than 10% of the estimate stated herein.
- D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Phoenix Settlement Administrators as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

E. Procedure for Approving Settlement.

1. Motion for Preliminary Approval of Settlement by the Court.

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.
- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. Notice to Class Members. After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will

otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendants and/or an order from the Court.

- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
 - e. Not later than 10 days before the date by which the Plaintiff file the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
3. **Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to weeks worked allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:
- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
 - b. **Disputes as to Workweeks.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the workweeks

in the Class Notice allocated to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendants' Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked no later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
4. **Right of Defendants to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (10%) of the Class, Defendants, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendants shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendants exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendants exercises the right to void the Settlement pursuant to this Paragraph will be paid by Defendants.
5. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments no later than the date Plaintiff file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
 - c. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel

Fees Payments, and the Class Counsel Litigation Expenses Payment.

- d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together

in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

9. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendants shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within fifteen (15) days of the Effective Date. Within fifteen (15) days after Defendants funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.
10. **Uncashed Settlement Share Checks. Uncashed Settlement Share Checks.** A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. If a check is returned to the Settlement Administrator or not cashed within 120 days after the last mailing, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address, including use of social security numbers, email addresses (to the extent available) and credit reports / skip tracking. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Settlement Administrator will also send the individual a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or Aggrieved Employee will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.

11. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** Upon the Effective Date, Defendants shall receive a release from the Participating Class Members of any and all causes of action alleged in the operative complaint, or that could have been alleged based upon the facts alleged in the operative complaint, which arose during the Class Period, and expressly excluding all other claims, including claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period ("Released Class Claims").
2. **State of California.** Upon the Effective Date, Defendants shall receive a release from the State of California of all PAGA claims pled in the operative complaint, or could have been pled based on the factual allegations contained in the operative complaint and the PAGA letters sent by Plaintiff to the LWDA that occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.
3. **Plaintiff.** Upon the Effective Date, Plaintiff generally, releases and discharges the Released Parties of all claims arising from his employment by Defendants ("Plaintiff's Released Claims"). Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits and claims outside the Class Period.

Plaintiff acknowledges that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not

subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

4. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment and payment made to Plaintiff under paragraph III.B,2 of this Agreement, the Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

5. **Plaintiff's Other Claims.** Plaintiff represents that he does have additional individual wrongful termination and retaliation claims against Defendants other than the Class claims and PAGA claims. Plaintiff is separately settling the individual wrongful termination and retaliation claims pursuant to California Rules of Court, rule 3.770. Class Counsel will be filing a declaration with the Court disclosing the consideration given for the dismissal of Plaintiff's separate individual claims and affirming that the consideration is unrelated to and separate from the settlement of the Class and PAGA claims, and are based on separate facts and claims.
6. **Class Counsel.** As of the date the Defendants fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.
- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendants' Counsel shall publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court. Plaintiff and

Class Counsel and Defendants and Defendants' Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiff or Class Counsel or Defendants or Defendants' Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Nothing in this provision shall prevent Defendants or Plaintiff from making any required disclosures.

I. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendants and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendants or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be constructed as an admission by Defendants of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as,

offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such

within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

6. **Modification of Agreement.** Except as set forth in section III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendants:

Natalie B. Fujikawa
Gordon Rees Scully Mansukhani, LLP.
3 Park Center Drive, Suite 200
Sacramento, CA 95825
Tel.: (916) 565-2900
Fax: (916) 920-4402
E-mail: nfujikawa@grsm.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation with the Francis J. Ortman III on August 18, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Nov 24, 2021



Eryn White (Nov 24, 2021 06:54 PST)
Plaintiff Eryn White

Dated: November 30, 2021

DocuSigned by:

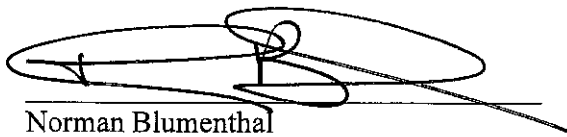
Alicia Marr

3B2BD66EC27B4DB...

Alicia Marr [name]

For Defendants Advanced Home Health, Inc., Advanced Home Health and Hospice, Inc., Advanced Home Health Northbay, Inc., Advanced Home Health San Diego, Inc.

Dated: 11/24/21



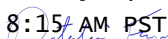
Norman Blumenthal

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiff

DocuSigned by:

Dated: November 30, 2021

8:15 AM PST


Natalie B. Fujikawa

Gordon Rees Scully Mansukhani, LLP

Attorney for Defendants

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

**(White v. Advanced Home Health, Inc., Superior Court of the State of California,
County of Sacramento, Case No. 34-2021-00295374)**

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<__>>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will be considered a Participating Class Member and will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendants will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Sacramento (the "Court") has been reached between Plaintiff Eryn White ("Plaintiff") and Defendants Advanced Home

Health, Inc., Advanced Home Health and Hospice, Inc., Advanced Home Health Northbay, Inc., Advanced Home Health San Diego, Inc. (collectively “Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who are or previously were employed by Defendants in California and who were classified as non-exempt employees at any time during the Class Period.

The Class Period is February 26, 2017 to August 18, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On February 26, 2021, Plaintiff filed a Complaint against Defendants in the Superior Court of the State of California, County of Sacramento (the “Action”). The Action alleges that the Defendants: engaged in unfair competition, failed to pay overtime and minimum wages, failed to provide required meal periods, failed to provide required rest periods, failed to provide expense reimbursement, failed to provide accurate itemized wage statements, failed to timely pay wages at termination, and violated the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”) based upon the above alleged violations. On April 22, 2021, Plaintiff filed a First Amended Complaint to revise the definition of the alleged class.

Defendants deny and dispute all such claims. Specifically, Defendants contend that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendants did not fail to provide required reimbursement, that Defendants complied with California wage statement requirements; that Defendants are not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an “all in” amount of Three Million One Hundred Forty Thousand Dollars (\$3,140,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendants.

Within fifteen (15) days of the Judgment becoming Final (the “Effective Date”), Defendants will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is entered, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$_____, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$1,046,667 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$25,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$75,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$56,250 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$18,750 will be distributed to the Aggrieved Employees based on their respective weeks worked during the PAGA Period (February 26, 2020 to August 18, 2021). “Aggrieved Employees” are all individuals who are or previously were employed by Defendants in California and who were classified as non-exempt employees at any time during the PAGA Period. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____, based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from

the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (a) the Settlement Administrator divide the Net Settlement Amount by the total number of weeks worked included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-Third (1/3) of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Two-Third (2/3) of each Participating Class Member’s Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon the Effective Date, Defendants shall receive a release from the Participating Class Members of any and all causes of action alleged in the operative complaint, or that could have been alleged based upon the facts alleged in the operative complaint, which arose during the Class Period, and expressly excluding all other claims, including claims for wrongful termination, unemployment insurance, disability, social security, and workers’ compensation, and claims outside of the Class Period (“Released Class Claims”).

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants and any other Released Party about Released Class Claims resolved by this Settlement. It also means that all of the Court’s orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Upon the Effective Date, Defendants shall receive a release from the State of California of all PAGA claims pled in the operative complaint, or could have been pled based on the factual allegations contained in the operative complaint and the PAGA letters sent by Plaintiff to the LWDA that occurred during the PAGA Period (“Released PAGA Claims”). The Released PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved

Employee submitted a request for an exclusion from the Class. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

5. How much will my payment be?

The Weekly Rate is estimated to be <<\$_____>>. Defendants' records reflect that you have worked <<_____>> weeks for Defendants during the Class Period (February 26, 2017 to August 18, 2021).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: _____ or (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service awards to the Plaintiff. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendants for Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing]. The request to opt-out must be received by the Settlement Administrator by the deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *White v. Advanced Home Health* lawsuit; (2) contain the name, address, and the last four digits of the Social Security Number of the person requesting

exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member. Please include the name and number of the case, which is *White v. Advanced Home Health*, Case No. 34-2021-00295374. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the PAGA Released Claims regardless of their request for exclusion.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *White v. Advanced Home Health*, in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00295374.

All written objections must be mailed to the Settlement Administrator at _____, no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

Alternatively, Class Members may appear remotely at the Final Approval Hearing on _____ at _____ a.m. to make an oral objection without submitting a written objection. Currently, only remote appearances at the hearing are allowed. To appear at the hearing, you must make an appearance through Zoom. Check the Court's tentative ruling website for the most current information on how to appear.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Natalie B. Fujikawa
Gordon Rees Scully Mansukhani, LLP.
3 Park Center Drive, Suite 200
Sacramento, CA 95825

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the Sacramento County Superior Court, located at _____, Sacramento, CA 95814, in Department ____ before Judge _____. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service payment to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court's Zoom procedure. Hearing dates and documents are posted on the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2021-00295374.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *White v. Advanced Home Health* Settlement Administrator, c/o _____; or contact Class Counsel as noted above.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval, or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *White v. Advanced Home Health*. You may also get more details by examining the Court's file on the Internet via the Case Access page for the California Superior Court for the County of Sacramento (<https://services.saccourt.ca.gov/PublicCaseAccess/Civil/SearchByCaseNumber>) and entering the Case No. 34-2021-00295374. If you wish to view the Court files in person, documents may be reviewed during regular office hours, 9:00 a.m. to 4:00 p.m., Monday through Friday, at the Office of the Clerk, Room 102, located at 720 9th Street, Sacramento, CA 95814.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds can be claimed.

- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ERYN WHITE, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

ADVANCED HOME HEALTH, INC.,
California Corporation; ADVANCED
HOMES HEALTH HOSPICE, INC. a
California Corporation; ADVANCED HOME
HEALTH NORTHBAY, INC. a California
Corporation; ADVANCED HOME HEALTH
SAN DIEGO, INC., a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **34-2021-00295374**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date:
Hearing Time:

Judge:
Dept.:

Action Filed: February 26, 2021
Trial Date: None Set

1 This matter, having come before the Honorable _____ of the Superior Court of
2 the State of California, in and for the County Sacramento, on _____[DATE], for the motion
3 by Plaintiff Eryn White (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendants Advanced Home Health, Inc., Advanced Home Health and Hospice, Inc., Advanced
5 Home Health Northbay, Inc., Advanced Home Health San Diego, Inc. (collectively “Defendants”).
6 The Court, having considered the briefs, argument of counsel and all matters presented to the
7 Court and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of
8 Class Action Settlement.

9
10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action Settlement Agreement
12 (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in Support of
13 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based on the
14 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
15 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
16 and California Rules of Court, rule 3.769.

17 2. This Order incorporates by reference the definitions in the Agreement, and all
18 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

19 3. The Gross Settlement Amount is Three Million One Hundred Forty Thousand
20 Dollars (\$3,140,000). It appears to the Court on a preliminary basis that the settlement amount
21 and terms are fair, adequate and reasonable as to all potential Class Members when balanced
22 against the probable outcome of further litigation and the significant risks relating to certification,
23 liability and damages issues. It further appears that investigation and research have been
24 conducted such that counsel for the Parties are able to reasonably evaluate their respective
25 positions. It further appears to the Court that settlement at this time will avoid substantial
26 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
27 further prosecution of the Action. It further appears that the Settlement has been reached as the
28

1 result of serious and non-collusive, arms-length negotiations. The Court therefore preliminarily
2 finds that the Settlement is fair, adequate, and reasonable when balanced against the probable
3 outcome of further litigation and the significant risks relating to certification, liability, and
4 damages issues.

5 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
6 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$25,000, and
7 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
8 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
9 any service award, until the Final Approval Hearing.

10 5. The Court recognizes that Plaintiff and Defendants stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this or any other proceeding should this Settlement not become final. For settlement
13 purposes only, the Court conditionally certifies the following Class: "all individuals who are or
14 previously were employed by Defendants in California and who were classified as non-exempt
15 employees at any time during the Class Period." The Class Period is February 26, 2017 to August
16 18, 2021.

17 6. The Court concludes that, for settlement purposes only, the Class meets the
18 requirements for certification under section 382 of the California Code of Civil Procedure in that:
19 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
21 community of interest amongst the members of the Class with respect to the subject matter of the
22 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
23 the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
24 action is superior to other available methods for the efficient resolution of this controversy; and (f)
25 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
26 representative of the Class.

27 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
28

1 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
2 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

3 8. The Court hereby approves, as to form and content, the Notice of Proposed
4 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
5 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
6 accurately inform the Class of all material elements of the proposed Settlement, of the Class
7 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
8 member’s right and opportunity to object to the Settlement. The Court further finds that the
9 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
10 and this Order meets the requirements of due process, is the best notice practicable under the
11 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
12 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
13 the Agreement.

14 9. The Court hereby appoints _____ as Settlement Administrator. No later
15 than fourteen (14) calendar days after preliminary approval of the Settlement by the Court,
16 Defendants shall provide to the Settlement Administrator an electronic spreadsheet with the Class
17 Data. The Settlement Administrator will perform address updates and verifications as necessary
18 prior to the mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no
19 event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the
20 Class Notice Packets to all Class Members via first-class U.S. Mail.

21 10. The Court hereby preliminarily approves the proposed procedure for exclusion
22 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
23 from the Class as provided in the Class Notice by following the instructions for requesting
24 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
25 postmarked by no later than forty-five (45) calendar days after the date of the mailing of the Class
26 Notice and received by the Settlement Administrator. If the Class Notice Packet is re-mailed, the
27 response date for requests for exclusion will be extended an additional 15 days. Any such person
28

1 who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
2 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
3 comment thereon. Class Members who have not requested exclusion shall be bound by all
4 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
5 opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass
6 of individuals is not permitted and will be deemed invalid. Subject to the Court's final approval of
7 the Settlement, the Aggrieved Employees will be paid their allocation of the PAGA Payment and
8 will remain bound by the release of the Released PAGA Claims in the Agreement regardless of
9 their request for exclusion.

10 11. Any Class Member who has not opted out may appear at the final approval hearing
11 and may object or express the Member's views regarding the Settlement, and may present
12 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
13 and determined by the Court as provided in the Notice. Class Members will have forty-five (45)
14 calendar days from the date of the mailing of the Class Notices to submit their written objections
15 to the Settlement Administrator in accordance with the instructions in the Class Notice. If the
16 Class Notice Packet is re-mailed, the response date for written objections will be extended an
17 additional 15 days. Alternatively, Class Members may appear at the Final Approval Hearing to
18 make an oral objection.

19 12. A Final Approval Hearing shall be held before this Court on _____
20 _____ at _____ in Department ____ at the Sacramento County Superior Court to
21 determine all necessary matters concerning the Settlement, including: whether the proposed
22 settlement of the Action on the terms and conditions provided for in the Agreement is fair,
23 adequate and reasonable and should be finally approved by the Court; whether the Final Approval
24 Order and Judgment should be entered herein; whether the plan of allocation contained in the
25 Agreement should be approved as fair, adequate and reasonable to the Class Members; and to
26 finally approve attorneys' fees and costs, the service award, and the expenses of the Settlement
27 Administrator. All papers in support of the motion for final approval and the motion for attorneys'
28

1 fees, costs and service award, both to be heard at the Final Approval Hearing, shall be filed with
2 the Court and served on all counsel no later than sixteen (16) court days before the hearing.

3 13. Neither the Settlement nor any exhibit, document, or instrument delivered
4 thereunder shall be construed as a concession or admission by Defendants in any way that the
5 claims asserted have any merit or that this Action was properly brought as a class or representative
6 action, and shall not be used as evidence of, or used against Defendants as, an admission or
7 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
8 omission by Defendants or with respect to the truth of any allegation asserted by any person.
9 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
10 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
11 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
12 deemed to be evidence for any purpose adverse to the Defendants, including, but not limited to,
13 evidence of a presumption, concession, indication or admission by Defendants of any liability,
14 fault, wrongdoing, omission, concession or damage.

15 14. In the event the Settlement does not become effective in accordance with the terms
16 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
17 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
18 and the Parties shall revert to their respective positions as of before entering into the Agreement,
19 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
20 including all available defenses and affirmative defenses, and arguments that any claim in the
21 Action could not be certified as a class action and/or managed as a representative action. In such
22 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
23 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
24 the Agreement with respect to the effect of the Agreement if it is not approved.

25 15. The Court reserves the right to adjourn or continue the date of the final approval
26 hearing and all dates provided for in the Agreement without further notice to Class Members, and
27
28

retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ERYN WHITE, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

ADVANCED HOME HEALTH, INC.,
California Corporation; ADVANCED
HOMES HEALTH HOSPICE, INC. a
California Corporation; ADVANCED HOME
HEALTH NORTHBAY, INC. a California
Corporation; ADVANCED HOME HEALTH
SAN DIEGO, INC., a California Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **34-2021-00295374**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time:

Judge:
Dept.:

Action Filed: February 26, 2021
Trial Date: None Set

1 The motion of Plaintiff Eryn White (“Plaintiff”) for an order finally approving the Class
2 Action Settlement Agreement (“Agreement”) with Defendants Advanced Home Health, Inc.,
3 Advanced Home Health and Hospice, Inc., Advanced Home Health Northbay, Inc., Advanced
4 Home Health San Diego, Inc. (collectively “Defendants”) attorneys’ fees and costs, service
5 payment, and the fees of the Settlement Administrator duly came on for hearing on
6 _____ before the Honorable _____.

7
8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the California Superior Court for the County of Sacramento, and over all Parties to this litigation,
15 including the Class.
- 16 3. Based on a review of the papers submitted by Plaintiff and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of Three Million One Hundred
18 Forty Thousand Dollars (\$3,140,000) and the terms set forth in the Agreement are fair, reasonable,
19 and adequate.
- 20 4. The Court further finds that the Settlement was the result of arm’s length
21 negotiations conducted after Class Counsel had adequately investigated the claims and became
22 familiar with the strengths and weaknesses of those claims. In particular, the amount the
23 Settlement, the significant risks relating to certification, liability, and damages issues, and the
24 assistance of an experienced mediator in the settlement process, among other factors, support the
25 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

- 27 5. On _____, the Court granted preliminary approval of the Settlement. At
28

1 this same time, the Court approved conditional certification of the Class for settlement purposes
2 only.

3 **Notice to the Class**

4 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
5 by first class mail to members of the Class at their last known addresses on or about
6 _____. Mailing of the Class Notice to their last known addresses was the best notice
7 option under the circumstances and was reasonably calculated to communicate actual notice of the
8 litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
9 fully and accurately informed the Class Members of all material elements of the proposed
10 Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the
11 Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the
12 laws of the State of California, the United States Constitution, due process and other applicable
13 law. The Class Notice fairly and adequately described the Settlement and provided Class
14 Members adequate instructions and a variety of means to obtain additional information.

15 7. The deadline for opting out of the Class or submitting written objections to the
16 Settlement was _____. There was an adequate interval between mailing of the Class
17 Notice and the response deadline to permit Class Members to choose what to do and act on their
18 decision. A full opportunity has been afforded to the Class Members to participate in this hearing,
19 and all Class Members and other persons wishing to be heard have been heard. Class Members
20 also have had a full and fair opportunity to exclude themselves from the proposed Settlement and
21 Class. Accordingly, the Court determines that all Class Members who did not timely and properly
22 submit a request for exclusion are bound by the Settlement and this Final Approval Order and
23 Judgment.

24 **Fairness Of Settlement**

25 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
26 48 Cal.App.4th 1794, 1801 (1996).

27 a. The settlement was reached through arm's-length bargaining between the
28

1 parties during an all-day mediation before Francis J. Ortman III, a respected and experienced
2 mediator of wage and hour class actions. There has been no collusion between the parties in
3 reaching the proposed settlement.

4 b. Plaintiff's investigation and discovery have been sufficient to allow the
5 Court and counsel to act intelligently.

6 c. Counsel for both parties are experienced in similar employment class action
7 litigation. All counsel recommended approval of the Agreement.

8 d. The percentage of objectors and requests for exclusion is small. ____
9 objections were received. _____ requests for exclusion were received.

10 e. The participation rate was high. _____ Class Members will be mailed a
11 settlement payment, representing _____ % of the overall Class.

12 9. The consideration to be given to the Class Members under the terms of the
13 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
14 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
15 Members' claims, given the uncertainties and significant risks of the litigation and the delays
16 which would ensue from continued prosecution of the action.

17 10. The Agreement is approved as fair, adequate and reasonable and in the best
18 interests of the Class Members.

19 **Attorneys' Fees and Costs**

20 11. An award of \$ _____ for attorneys' fees, representing one-third of the
21 Gross Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable,
22 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
23 the results achieved by Class Counsel. The requested award has been supported by Class
24 Counsel's lodestar and billing statement.

25 **Class Representative Service Payment**

26 12. The Agreement provides for a Class Representative Service Payment of not more
27 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
28

1 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
2 of the risks and burdens undertaken by the Plaintiff in the litigation, for his time and effort in
3 bringing and prosecuting this matter on behalf of the Class, and for his execution of a general
4 release.

5 **Settlement Administration Expenses**

6 13. The Settlement Administrator shall calculate and administer the payment to be
7 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
8 transmit the Class Representative Service Payment to the Plaintiff, distribute the PAGA Payment,
9 issue any required tax reporting forms, calculate withholdings and perform the other remaining
10 duties set forth in the Agreement. The Settlement Administrator has documented \$_____ in
11 fees and expenses, and this amount is reasonable in light of the work performed by the Settlement
12 Administrator.

13 **PAGA Payment**

14 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
15 Amount of \$75,000, which shall be allocated \$56,250 to the LWDA as the LWDA's 75% share of
16 the settlement of civil penalties paid pursuant to the PAGA and \$18,750 to be distributed to the
17 Aggrieved Employees based on their respective weeks worked during the PAGA Period. The
18 Aggrieved Employees are all individuals who are or previously were employed by Defendants in
19 California and who were classified as non-exempt employees at any time during the PAGA
20 Period, which is February 26, 2020 to August 18, 2021. The Court finds this PAGA Payment to
21 be reasonable. All Aggrieved Employees will be sent their share of the PAGA Payment and will
22 be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt
23 out of the Settlement.

24
25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
28

1 1. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who are or previously were employed by Defendants in California
4 and who were classified as non-exempt employees at any time during the Class
Period (February 26, 2017 to August 18, 2021).

5 2. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
7 REFERENCE TO IDENTIFY ANY OPT OUTS].

8 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class.

10 4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and
11 costs in the amount of \$_____. Class Counsel shall not seek or obtain any other
12 compensation or reimbursement from Defendants, Plaintiff or members of the Class.

13 5. The payment of the Class Representative Service Payment in the amount of \$
14 _____ to the Plaintiff is approved.

15 6. The payment of \$_____ to the Settlement Administrator for their fees and
16 expenses is approved.

17 7. The PAGA Payment of \$75,000 is approved and shall be allocated in accordance
18 with the Agreement.

19 8. The Agreement and this Settlement are not an admission by Defendants, nor is this
20 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
21 wrongdoing by Defendants or that this Action is appropriate for class treatment (other than for
22 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
23 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
24 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability
25 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
26 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an
27 admission or concession with regard to the denials or defenses by Defendants. Notwithstanding
28

1 these restrictions, Defendants may file in the Action or in any other proceeding this Final
2 Approval Order and Judgment, the Agreement, or any other papers and records on file in the
3 Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
4 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
5 Claims and/or the Released PAGA Claims.

6 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 10. If the Agreement does not become final and effective in accordance with the terms
12 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
13 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
14 revert to their respective positions as of before entering into the Agreement, and expressly reserve
15 their respective rights regarding the prosecution and defense of this Action, including all available
16 defenses and affirmative defenses, and arguments that any claim in the Action could not be
17 certified as a class action and/or managed as a representative action.

18
19 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

20 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
21 Plaintiff, and all members of the Class, shall take nothing in the Action.

22 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
23 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
24 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
25 arising from or in connection with the distribution of settlement benefits.

26 3. The Parties are authorized, without further approval from the Court, to agree to and
27 to adopt such amendments, modifications and expansions of the Agreement and all exhibits
28

1 attached thereto which are consistent with this Final Approval Order and Judgment and as
2 approved by the Court.

3 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
4 provided in the Agreement and in this Final Approval Order and Judgment.

5 5. As of the Effective Date, each Class Member who has not validly opted out has
6 released the "Released Class Claims" against the Defendant as set forth in the Agreement.
7 "Released Class Claims" means any and all causes of action alleged in the operative complaint, or
8 that could have been alleged based upon the facts alleged in the operative complaint, which arose
9 during the Class Period, and expressly excluding all other claims, including claims for wrongful
10 termination, unemployment insurance, disability, social security, and workers' compensation, and
11 claims outside of the Class Period.

12 6. As of the Effective Date, Defendant shall receive a release from the State of
13 California of all PAGA claims pled in the operative complaint, or could have been pled based on
14 the factual allegations contained in the operative complaint and the PAGA letters sent by Plaintiff
15 to the LWDA that occurred during the PAGA Period ("Released PAGA Claims"). The Released
16 PAGA Claims may be released against all Released Parties. The Released PAGA Claims exclude
17 any PAGA claims outside the PAGA Period. The release of the Released PAGA Claims shall be
18 effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted
19 a request for an exclusion from the Class.

20 7. As of the Effective Date, Plaintiff generally, releases and discharges the Released
21 Parties from all claims arising from his employment by Defendants ("Plaintiff's Released
22 Claims") as set forth fully in the Agreement.

23 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 HON.
JUDGE, SUPERIOR COURT OF CALIFORNIA

28

FINAL APPROVAL ORDER AND JUDGMENT

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

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CLASS ACTION & REPRESENTATIVE CASES

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HEALTH NORTHBAY, INC.; and
ADVANCED HOME HEALTH SAN DIEGO,
INC.

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

ERYN WHITE, on behalf of himself and on
behalf of all persons similarly situated,

Plaintiff,

vs.

ADVANCED HOME HEALTH, INC.,
California Corporation; ADVANCED HOME
HEALTH AND HOSPICE, INC., a California
Corporation; ADVANCED HOME HEALTH
NORTHBAY, INC., a California Corporation;
and ADVANCED HOME HEALTH SAN
DIEGO, INC., a California Corporation and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. 34-2021-00295374

**DECLARATION OF ALICIA MARR ON
BEHALF OF DEFENDANTS IN
CONNECTION WITH PRELIMINARY
APPROVAL OF THE PARTIES' CLASS
ACTION SETTLEMENT**

Complaint Filed: February 26, 2021
FAC Filed: May 10, 2021

Gordon Rees Scully Mansukhani, LLP
3 Park Center Drive, Suite 200
Sacramento CA 95825

DECLARATION OF ALICIA MARR

I, Alicia Marr, declare as follows:

1. I am the Chief Executive Officer for Defendants ADVANCED HOME HEALTH, INC.; ADVANCED HOME HEALTH AND HOSPICE, INC.; ADVANCED HOME HEALTH NORTHBAY, INC.; AND ADVANCED HOME HEALTH SAN DIEGO, INC. (collectively “Defendants”), and make this declaration in connection with obtaining preliminary approval of the class action settlement between Defendants and Plaintiff ERYN WHITE (“Plaintiff”).

2. I am familiar with the data that indicates the number of current and former non-exempt employees who worked for Defendants during the period from February 26, 2017 through August 18, 2021 (“Class Period”).

3. I am also familiar with the allegations in this case and the factual assertions made by Plaintiff. I understand that under the proposed settlement, Plaintiff seeks to represent all non-exempt employees who have worked for Defendants during the Class Period.

4. I have reviewed the list of non-exempt employees who worked for Defendants during the Class Period and the number of workweeks each employee worked. This list contains 644 individuals and 39,248 workweeks. I understand this list will be provided to the settlement administrator. Based on information and belief, as well as my understanding of the allegations raise in this case, the number of employees and workweeks are true and correct.

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

Executed this 10th day of January, 2022, at Irving, Texas.

DocuSigned by:

Alicia Marr

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Alicia Marr



CASE ASSUMPTIONS

Class Members	700
Opt Out Rate	1%
Opt Outs Received	7
Total Class Claimants	693
Subtotal Admin Only	\$10,950.00

WILL NOT EXCEED \$10,950.00

For 700 Class Members

Price good for scope of quote

November 19, 2021

Case: White v. Advanced Home Health Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Natalie B. Fujikawa

Firm: Gordon Rees

Contact Number: (916) 200-9726

Email: nfujikawa@grsm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 700 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)/Translation / Website			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$137.24	1	\$137.24
Call Center & Long Distance	\$2.00	70	\$140.00
NCOA (USPS)	\$125.00	1	\$125.00
Static Website	\$200.00	1	\$200.00
Total			\$1,352.24

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.15	700	\$105.00
Notice Packet & Opt-Out Form	\$1.75	700	\$1,225.00
Estimated Postage (up to 2 oz.)*	\$0.56	700	\$392.00
Total			\$2,097.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.50	140	\$210.00
Remail Notice Packets	\$2.00	140	\$280.00
Estimated Postage	\$0.70	140	\$98.00
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$853.00

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$100.00	2	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$5.00	18	\$87.50
Case Manager	\$85.00	2	\$170.00
Total			\$867.50

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$125.00	2	\$250.00
QSF Fees, Bank Account & EIN	\$50.00	2	\$100.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Mail Class Checks, W2 and 1099 *	\$1.25	693	\$866.25
Estimated Postage Checks, W2 and 1099	\$0.56	693	\$388.08
Total			\$2,729.33

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$1.50	69	\$103.95
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$125.00	2	\$250.00
Uncashed Check Notice Postcard (Postage Included)	\$1.00	52	\$51.98
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,650.00	1	\$1,650.00
Total			\$3,050.93

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$10,950.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.