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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA**

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

Plaintiff,

vs.

GREENFIELD CARE CENTER OF
FILLMORE, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 56-2021-00549583-CU-OE-VTA

Honorable Kelly Berlingeri
Department 22B

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

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

Reservation ID: 2715798
Date: May 12, 2023
Time: 8:30 a.m.
Department: 22B

Complaint Filed: January 12, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

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

ADEQUACY OF LAWYERS *for* JUSTICE, PC

EDUCATION

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

JUDICIAL EXTERNSHIPS

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

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

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

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

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

17 **EXAMPLES OF RESULTS REPRESENTATIVE AND CLASS ACTION CASES**

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

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

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

Case Number is BC413498.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
5 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
6 approval of the PAGA representative action settlement. The San Diego County Superior Court
7 Case Number is 34-2015-00175330.

8 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA representative action against a large national drug testing
10 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
11 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
12 granted final approval of the class and PAGA representative action settlement. The San Diego
13 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

20 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against manufacturer and supplier of power products and services on
22 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
23 motion for class certification and certified a class. On August 27, 2021, the court granted final
24 approval of the class action settlement. The San Diego County Superior Court Case Number is
25 37-2015-00025968-CU-OE-CTL.

26 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
27 nutritional products manufacturer on behalf of non-exempt production line employees. On
28 December 13, 2021, the court granted the plaintiff's motion for class certification in part and

certified a class. The Solano County Superior Court Case Number is FCS051001.

THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Marie Ramos, for herself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Greenfield Care Center of Fillmore, LLC (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Aggrieved Employees covered by the Settlement consist of the following individuals: all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period from November 5, 2019 through July 1, 2022. Defendant has represented that there are approximately two hundred and one (201) Aggrieved Employees.

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on November 5, 2020 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the LWDA’s website. The LWDA did not respond to the PAGA Notice that was sent on behalf of Plaintiff. A true and correct copy of

the November 5, 2020 PAGA Notice is attached hereto as “**EXHIBIT 2.**”

11. The Settlement is for the gross amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) (“Total Settlement Amount”), which Defendant will pay under the Settlement. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of up to \$200,000.00 for attorneys’ fees and up to \$17,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee of \$10,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$7,000.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$15,446.02, and assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$267,553.98. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$200,665.48 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$66,888.50 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based upon the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Simpluris, Inc. (“Simpluris” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$7,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

12. The effectiveness of Plaintiff’s Counsel, Lawyers *for* Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result;

(2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

13. After engaging in extensive formal and informal discovery, the parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation on March 1, 2022, conducted by Jeffrey Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the parties reached the Settlement described herein. In the course of mediation and settlement negotiations, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

14. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of pages of information, documents, and data obtained from Plaintiff, Defendant, and other sources. Plaintiff's Counsel propounded multiple sets of formal written discovery onto Defendant (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), reviewed Defendant's responses and supplemental responses thereto as well as Defendant's production of documents in response to discovery requests, and served notices of depositions of Defendant's Person Most Knowledgeable designees regarding organizational structure and wage and hour practices of Defendant, along with requests for production of documents. Plaintiff's Counsel also reviewed multiple sets of formal written discovery propounded by Defendant onto Plaintiff (specifically, Requests for Production of Documents

(Set One), Special Interrogatories (Set One), and Form Interrogatories – General). The information, documents, and data that were reviewed and analyzed by Plaintiff’s Counsel included, and was not limited to, the employment records of Plaintiff, class contact information list, a detailed sampling of aggrieved employees’ time and payroll records, Defendant’s Mutual Agreement for Employment At-Will and Mediation Arbitration, Arbitration Agreement, and Employee Handbook, orientation checklists, job descriptions, and performance standards, various forms, agreements, and acknowledgments (such as, Defendant’s Employment Agreement, Full Time Agreement, Handbook Acknowledgement, Handbook Amendment Acknowledgment Form, At-Will Acknowledgement, NLRA Acknowledgment, and Break and Meal Period Statement), and Defendant’s employment and operations practices, policies, and procedures documents (such as, Defendant’s Overtime / Double Compensation Policy, Meal Periods Policy, Rest Periods Policy, Dress Code Policy, Use of Vehicles on Company Business Policy, Business Expense Reimbursement Policy, Travel Expense Reimbursement Policy, and Arbitration Policy), among other documents. Counsel for the parties undertook significant investigation and evaluation of Plaintiff’s claim and allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff’s Counsel included but was not limited to: meeting and conferring with Defendant’s counsel regarding the pleadings, case management, mediation, and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, the mediation brief, settlement agreement, and settlement approval motion papers; preparing for the mediation and settlement negotiations; and preparing for and appearing for court proceedings, mediation, and settlement negotiations. Counsel for the parties have further invested time to research the applicable law, which is often evolving as it relates to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements, Plaintiff’s claim and allegations, and Defendant’s defenses, as well as facts discovered.

15. Based on investigation and information discovered, Plaintiff’s Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff’s Counsel believes that the PAGA claim has merit and that Plaintiff

will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claim requires individualized inquiries that would render adjudication of the PAGA claim unmanageable or at odds with Defendant's right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 756 ("[C]ourts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered manageable"); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 712, *review granted* (June 22, 2022) ("Imposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.")

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

17. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued

and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against its hourly-paid or non-exempt employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

18. Importantly, Defendant also contended that the claims of other Aggrieved Employees whom Plaintiff seeks to represent are subject to enforceable agreements to arbitrate disputes arising from their employment. Defendant contended that the arbitration agreements could effectively be used to require Aggrieved Employees to arbitrate their individual claims on which the PAGA claim is predicated, and that the California Supreme Court's decision in *Iskanian v. CLS Transportation* and the U.S. Supreme court's decision in *Epic Systems Corp. v. Lewis* could be read to thwart the ability to obtain victim-specific relief on behalf of a group of employees by way of court action. Although the parties disagree on whether or not the arbitration agreements are enforceable and their impact, there is more uncertainty now regarding the viability of PAGA claims in the judicial forum, arising from the U.S. Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940.

19. Even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). Defendant denied and continues to deny that it ever violated any provision of the

California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

20. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Jeffrey Krivis, Esq., who is highly experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial and/or upon appeal.

21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$200,000.00, which represents approximately forty percent (40%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in

1 commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the
2 case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that
3 Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that
4 Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has
5 turned down in order to devote its time and efforts to this case.

6 22. I am aware that common and acceptable rates for contingency representation in
7 wage and hour class and representative action litigation are normally in the range from 33.3% to
8 50%.

9 23. While not necessarily required to be demonstrated because a percentage of the
10 fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many
11 hours of work in connection with prosecuting this matter such that the requested attorneys' fees
12 award is also justified under a simple lodestar analysis. Attorneys at Lawyers for Justice, PC
13 have spent a total of **347.40 hours** performing tasks to obtain a recovery on behalf of Plaintiff,
14 the State of California, and the Aggrieved Employees. Attached hereto as "EXHIBIT 3" is an
15 Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by
16 attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These
17 hours include work done by myself and several other attorneys at the firm. Also, separate from
18 the hours referenced herein, Lawyers for Justice, PC had litigation support personnel actively
19 engaged in assisting with the prosecution of the case.

20 24. The work performed in this particular case, the background of our firm, as well as
21 the individual backgrounds, training, and experience of the attorneys who worked on this matter,
22 in litigating complex wage-and-hour class and PAGA representative actions, support a
23 reasonable blended hourly rate of compensation at the rate of at least \$650 for work performed
24 by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating
25 the firm at the rate of at least \$650 per hour for legal services performed, by courts granting
26 approval of wage and hour class action and/or representative action settlements in other cases:
27 final approval of the class and representative action settlement in *David Dugan v. TEC*
28 *Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on

July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

25. Plaintiff's Counsel seeks reimbursement of \$15,446.02 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 4." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount

1 (\$17,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and
2 expenses.

3 **GENERAL RELEASE FEE TO PLAINTIFF**

4 26. In recognition of her efforts and work in spearheading the litigation of this matter
5 on behalf of the State of California and other Aggrieved Employees, as well as for her broader
6 individual waiver and release of claims with a California Civil Code Section 1542 waiver (set
7 forth in Section 8(b) of the Settlement Agreement), the Settlement provides a General Release
8 Fee to Plaintiff in the amount of \$10,000.00 to be paid out of the Total Settlement Amount. The
9 requested General Release Fee is fair and appropriate. By initiating and pursuing this matter,
10 Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of
11 serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort
12 discussing her employment with her counsel, gathering and producing relevant documents and
13 information, and providing the facts and evidence necessary to attempt to prove the allegations.
14 Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide
15 information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate
16 and just for Plaintiff to receive a General Release Fee, in addition to her individual settlement
17 payment.

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

Ummi Durrain

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

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Marie Ramos ("Plaintiff"), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Greenfield Care Center of Fillmore, LLC ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately December 2018 to approximately May 2020;

(b) On November 5, 2020, Lawyers for Justice, PC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff, to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, and 5-2001, thereby initiating LWDA Case Number LWDA-CM-811835-20 (the "PAGA Notice");

(c) On January 12, 2021, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Marie Ramos v. Greenfield Care Center of Fillmore, LLC* (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On March 1, 2022, the Parties mediated the Action with Jeffrey Krivis, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Five Hundred Thousand Dollars and No Cents (\$500,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims, which will be paid as follows:

(1) Attorneys' fees in the amount of forty percent (40%) of the Total Settlement Amount, which is Two Hundred Thousand Dollars and No Cents (\$200,000.00), and reimbursement of litigation costs and expenses in the amount of up to Seventeen Thousand Dollars and No Cents (\$17,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest. The Attorneys' Fees and Costs to be awarded to Plaintiff's Counsel are subject to the approval of the Court. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Fees and Costs defined herein is not awarded by the Court.

(2) A general release fee of up to the amount of Ten Thousand Dollars and No Cents (\$10,000.00) ("General Release Fee") to Plaintiff, which Defendant will not contest. The General Release Fee to be awarded to Plaintiff is subject to the approval of the Court. Any portion of the General Release Fee not awarded to Plaintiff will be added to the Net Settlement Amount. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of the General Release Fee defined herein is not awarded by the Court.

(3) Costs and expenses of administration of the Settlement up to the amount of Seven Thousand Dollars and No Cents (\$7,000.00) ("Settlement Administration Costs") to Simpluris, Inc. (the "PAGA Settlement Administrator"). The Settlement Administration Costs to be paid to the PAGA Settlement Administrator are subject to the Court's approval. Any portion of the PAGA Settlement Administration Costs not awarded by the Court will be added to the Net Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – (3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period (the "Aggrieved Employees"). The period November 5, 2019 to July 1, 2022 is the "PAGA Period," subject to Section 3(b). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to have worked approximately 6,974 pay periods during the period from November 5, 2019 to March 1, 2022. If the actual number of pay periods during the PAGA Period is more than ten percent (10%) above 6,974, at Defendant's option, the PAGA Period will end on the last day that the total pay periods

do not exceed 7,671 or the Total Settlement Amount will be increased by the percentage that the actual number exceeds 7,671 pay periods.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Jack K. Kechichian of Keosian Law, LLP ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

(e) After entry of the Order and Judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters related to the administration of the Settlement; and (c) post-judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

7. **Payment of Total Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant as follows:

(1) Within two (2) business days of the date on which the Court approves the Settlement Agreement, Defendant will make a deposit of Two Hundred Thousand Dollars and No Cents (\$200,000.00) of the Total Settlement Amount into a qualified settlement account established by the PAGA Settlement Administrator ("First Installment").

(2) No later than six (6) months after the funding of the First Installment, Defendant will make a deposit of One Hundred Thousand Dollars and No Cents (\$100,000.00) of the Total Settlement Amount into the qualified settlement account established by the Settlement Administrator ("Second Installment").

(3) No later than six (6) months after the funding of the Second Installment, Defendant will make a deposit of One Hundred Thousand Dollars and No Cents (\$100,000.00) of the Total Settlement Amount into the qualified settlement account established by the Settlement Administrator ("Third Installment").

(4) No later than six (6) months after the funding of the Third Installment, Defendant will make a deposit of the remaining One Hundred Thousand Dollars and No Cents (\$100,000.00) of the Total Settlement Amount into the qualified settlement account established by the Settlement Administrator ("Fourth Installment").

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share. The Parties agree there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the Settlement.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and will not be subject to local, state, or federal payroll tax withholdings. All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required by the IRS. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual Settlement Share payment.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than twenty-one (21) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; and (v) Compensable Pay Periods. Because the Aggrieved Employees' sensitive personal information is included in the Aggrieved Employees List, the PAGA Settlement Administrator shall maintain the Aggrieved Employees List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Aggrieved Employees List shall be limited to employees of the PAGA Settlement Administrator with a need to use the Aggrieved Employees List for administration of this Settlement.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List prior to the mailing of the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Packages"), and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than seven (7) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and funding of the First Installment, the PAGA Settlement Administrator shall mail the PAGA Settlement Package to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to California Rural Legal Assistance, Inc. The Parties and their counsel each represent that they do not have any affiliation or involvement with the proposed *cy pres* recipient.

(d) No later than seven (7) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and funding of the First Installment, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(e) No later than seven (7) calendar days after the funding of the Second Installment, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(f) No later than seven (7) calendar days after the funding of the Fourth Installment, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless otherwise instructed by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles, and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(g) No later than seven (7) calendar days after the funding of the Fourth Installment, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself.

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the First Installment, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, as proxy for the LWDA, the LWDA and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims that were alleged or reasonably could have been alleged, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint in the Action and the PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages (including, and not limited to, the failure to pay overtime at the correct regular rate of pay), failure to provide compliant meal periods and associated premiums, failure to provide correct regular rate of pay for associated meal premiums, failure to provide compliant rest periods and associated premiums, failure to provide correct regular rate of pay for associated rest premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 2-2001, 4-2001, and 5-2001 (collectively, "Released Claims"). It is the intent of the Parties that the Order and Judgment entered by the Court shall have full *res judicata* and *collateral estoppel* effect and be final and binding upon Plaintiff as proxy for the State of California, the LWDA, and the State of California and any other individual and entity subject to *res judicata* or *collateral estoppel* regarding the Released Claims.

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the First Installment, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged the Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions). Plaintiff and Plaintiff's representatives, heirs, successors, and assigns do hereby acknowledge and agree to waive any right, under local, state, federal or any other law, in bringing or participating in any class action, representative proceeding, or for class relief against the Released Parties described concerning all claims, rights, demands, actions, obligations, liabilities, and causes of action of every kind and character, known or unknown, mature or unmatured, which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions), whether based on tort, contract (express or implied), or any federal, state, or local law, statute, or regulation, including but not limited to, any and all claims that arise out of Plaintiff's employment with Defendant. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all claims which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions) against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law. Further, nothing in this Agreement, including the release in Section 8(b) by Plaintiff, shall be construed to prevent the disclosure of factual information related to any acts of sexual assault,

sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or act of retaliation against a person for reporting harassment or discrimination related to the Action, prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful, or waives Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of the Defendant, when Plaintiff has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, prevents Plaintiff from communicating with, filing a charge or complaint with, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, or any other any federal, state, or local agency charged with the enforcement of any laws, including providing documents or any other information, or limits Plaintiff from exercising her rights, if any, under Section 7 of the NLRA to engage in protected, concerted activity, including discussing her compensation or terms and conditions of employment, although by signing this Agreement Plaintiff is waiving rights to individual relief (including backpay, frontpay, reinstatement, or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Plaintiff or on Plaintiff's behalf by any third party, except for any right Plaintiff may have to receive a payment or an award from a government agency (and not Defendant) for information provided to the government agency or where otherwise prohibited. In addition, nothing in this Agreement limits or affects Plaintiff's right to disclose or discuss sexual harassment or sexual assault disputes.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous.**

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

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

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Jeffrey Krivis, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

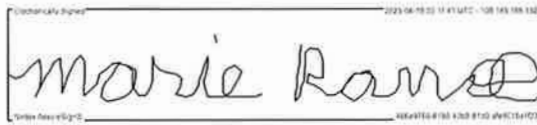
(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) This Settlement Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

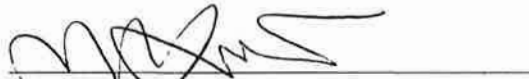
Date: 04/18/2023, 2023



Marie Ramos
Individually and On Behalf of
the State of California and Aggrieved Employees

GREENFIELD CARE CENTER OF FILLMORE,
LLC

Date: April 18, 2023



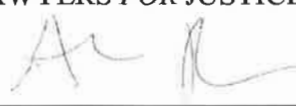
Name: Sam Lin
Title: Acting Manager

///

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

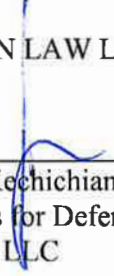
Date: April 19, 2023



ARBY AIWAZIAN
JOANNA GHOSH
ALEXANDRA ROSE
Attorneys for Plaintiff Marie Ramos

KEOSIAN LAW LLP

Date: 4/20, 2023



Jack K. Kechichian
Attorneys for Defendant Greenfield Care Center of
Fillmore, LLC

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Marie Ramos v. Greenfield Care Center of Fillmore, LLC*, Ventura Superior Court Case No. 56-2021-00549583-CU-OE-VTA

Dear <<First Name>><<Last Name>>:

You are receiving this letter because of a lawsuit brought by Plaintiff Marie Ramos ("Plaintiff") against Greenfield Care Center of Fillmore, LLC ("Defendant") for civil penalties pursuant to the Private Attorneys General Act, Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff claims that Defendant violated the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses.

Defendant denies Plaintiff's claims and denies that it owes any penalties. To avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period November 5, 2019 to [July 1, 2022 or sooner date pursuant to Section 3(b) of Settlement Agreement] is the PAGA Period.

According to Defendant's records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement ("Individual Settlement Share"), which is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequence of such payment.

Enclosed is your settlement check. The settlement check shall remain valid for one hundred and eight days (180) days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to California Rural Legal Assistance, Inc.

Any questions regarding the settlement can be directed to the PAGA Settlement Administrator:

[PAGA Settlement Administrator's Name]
[Address]
[Telephone]

EXHIBIT 2

November 5, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: GREENFIELD CARE CENTER OF FILLMORE, LLC, EVA CARE GROUP, LLC

Dear Representative:

We have been retained to represent Marie Ramos against Greenfield Care Center of Fillmore, LLC and Eva Care Group, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Greenfield/Eva Care") for violations of California wage-and-hour laws. Ms. Ramos seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Ramos seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Greenfield/Eva Care employed Ms. Ramos as an hourly-paid, non-exempt employee from approximately December 2017 to approximately May 2020, in the State of California.

The "aggrieved employees" that Ms. Ramos may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Greenfield/Eva Care has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 2-2001, 4-2001, and 5-2001.

Greenfield/Eva Care required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Ramos and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Ramos and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Greenfield/Eva Care required Ms. Ramos and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Greenfield/Eva Care failed to pay Ms. Ramos and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Greenfield/Eva Care failed to pay Ms. Ramos and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Greenfield/Eva Care did not provide Ms. Ramos and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Greenfield/Eva Care were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Ramos and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Ramos and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Ramos and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Ramos and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Ramos and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Greenfield/Eva Care failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Ramos and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Greenfield/Eva Care did not provide Ms. Ramos and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 2-2001, 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Greenfield/Eva Care failed to pay Ms. Ramos and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Ramos and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Greenfield/Eva Care failed to pay Ms. Ramos and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Ramos and the other aggrieved employees

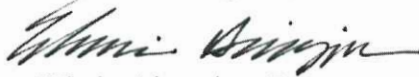
were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Ramos and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Greenfield/Eva Care.

Therefore, on behalf of all aggrieved employees, Ms. Ramos seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Greenfield Care Center of Fillmore, LLC
Eva Care Group, LLC
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833

EXHIBIT 3

MARIE RAMOS V. GREENFIELD CARE CENTER OF FILLMORE, LLC
(VENTURA SUPERIOR COURT CASE NO. 56-2021-00549583-CU-OE-VTA)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Maria Ramos' ("Plaintiff") Private Attorneys General Act ("PAGA") Claims on Behalf of the State of California With Respect to Plaintiff and the Aggrieved Employees	8.50
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendant Greenfield Care Center of Fillmore, LLC ("Defendant") with Respect to Plaintiff and the Aggrieved Employees	7.50
Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, and Representative PAGA Decisions in California, Including all New and Relevant Division of Labor Standard Enforcement ("DLSE") Materials	6.50
Investigation of Defendant, Defendant's Business Relationships, and the Industry in which Defendant Operates	3.40
Investigation of Defendant's Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Aggrieved Employees	2.80
Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and	3.10

Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	
Analysis of Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	4.90
Research and Investigation Re: Location(s), Division(s), and/or Department(s) Owned, Managed, Serviced, and/or Operated by Defendant in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	4.50
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Location at Which Aggrieved Employees Worked in California	5.10
Research and Investigation Re: Defendant's Written and Non-Written Policies, Practices, and Procedures Relating to Nursing/Direct Care Service Hours and Staffing Requirements, Timekeeping, Scheduling, Patient Care and Needs, Patient Privacy, Charting, Meal/Rest Breaks, On-Premises Meal/Rest Breaks, Meal/Rest Premiums, Meal Waiver Agreements, On-Duty Meal Agreements, Non-Discretionary Bonus/Shift Differential/Performance/Incentive Pay, Pre-Shift and Post-Shift Tasks, Health and Safety, Security, Overtime Compensation, Hazard Pay, COVID-19 Checks, Donning and Doffing, Dress Code/Uniform, Footwear, PPE/Supplies/Tools, Use of Personal Vehicle, Use of Personal Cell Phone, and Reimbursement of Business-Related Expenses	15.90
Research and Investigation Re: Various Software Programs and Other Technology Defendant Uses to Conduct Its Everyday Business, Including Document and Information Management, Timekeeping, Patient Care, Resident Management, Communication, Health and Safety, and Security Systems with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and Time Worked During Meal Breaks	4.60

Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, Compliant Policies, and Arbitration Agreements	7.10
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.30
Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	3.50
Comparative Analysis and Cross-Checking of All Available Job Postings, Job Reviews, and Consumer Reviews Regarding Defendant in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the-Clock or During Meal or Rest Breaks	6.50
Research and Investigation Regarding Defendant's Licenses and Registration and Regulations and Reporting Requirements Applicable to Defendant	3.90
Research and Investigation of Defendant's Financial Circumstances and Impact of COVID-19 Pandemic on Defendant's Industry, Its Operations, and Aggrieved Employees' Work	11.50
Meet and Communicate with Plaintiff Maria Ramos Throughout the Pendency of the Case	45.50
Investigate, Meet and Communicate with, and Interview Aggrieved Employees and Percipient Witnesses	11.50
Pleadings and Court Filings	
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on January 12, 2021)	7.50

Review Court's Notice of Assignment and Mandatory Appearance (filed January 12, 2021)	0.10
Review and Analyze Defendant's Answer to Plaintiff's Complaint and Research Affirmative Defenses in Answer (served on April 13, 2021)	1.80
Meet and Confer with Defendant's Counsel, and Draft Joint Statement and Notice of Settlement (filed on May 2, 2022)	0.90
Review Court's Notice of Mandatory Appearance Case Management Conference (filed on August 8, 2022)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Response to Order to Show Cause Regarding Sanctions/Dismissal for Failure to File Proof of Service/Default and Case Management Conference Statement (filed on September 26, 2022)	1.30
Review Court's Tentative Ruling Re: Mandatory Appearance Case Management Conference – Order to Show Cause Re: Sanctions/Dismissal (issued on October 6, 2022)	0.10
Review Court's Minute Order Re: Mandatory Appearance Case Management Conference – Order to Show Cause Re: Sanctions/Dismissal (filed on October 10, 2022)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference Statement (filed on December 30, 2022)	1.10
Review Court's Tentative Ruling Re: Mandatory Appearance Case Management Conference – Order to Show Cause Re: Settlement/Dismissal (issued on January 6, 2023)	0.10
Review Court's Minute Order Re: Mandatory Appearance Case Management Conference – Order to Show Cause Re: Settlement/Dismissal (filed on January 13, 2023)	0.10

Appearances	
Prepare for and Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (May 12, 2023) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Maria Ramos (served on October 7, 2020)	1.90
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Maria Ramos (served on October 27, 2020)	4.20
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One) to Defendant (served on July 19, 2021)	6.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure; noticed for September 8, 2021) (served on July 19, 2021)	2.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Wage and Hour Practices; noticed for September 9, 2021) (served on July 19, 2021)	3.70
Review and Analyze Defendant's Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One) and Defendant's Production of Documents (served on September 29, 2021)	11.30

Review and Analyze Defendant's Supplemental Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One) and Defendant's Production of Documents, Including, <i>Inter Alia</i> , Class Contact Information List (served on December 10, 2021)	8.40
Review and Analyze Defendant's Form Interrogatories – General (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One) to Plaintiff (served on January 20, 2022)	1.20
Letters and Correspondence	
Research and Draft Notice to California Labor and Workforce Development Agency Re: Claims of Plaintiff Maria Ramos for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on November 5, 2020)	4.50
Meet with, and Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	15.90
Mediation/Settlement	
Gather and Informally Produce Documents in Response to Defendant's Request for Production of Materials in Advance of Mediation; and Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources	20.80
Prepare for Mediation, Including Researching Merits of PAGA Claims, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Preparing Valuation Models and Calculations, Including, <i>Inter Alia</i> , Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements (submitted on February 23, 2022)	34.60

Attend Mediation Session (March 1, 2022; Zoom Video Conference)	16.50
Review and Analyze Mediator's Proposal (issued March 31, 2022; accepted April 7, 2022)	1.90
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (executed on April 27, 2022)	2.30
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release and Cover Letter (fully executed on April 20, 2023)	16.80
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Edwin Aiwarzian in Support Thereof, Declaration of Maria Ramos in Support Thereof, and [Proposed] Order and Judgment (filed on April 21, 2023)	18.50
Total Hours:	347.40

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Ramos v. Greenfield Care Center (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
9/28/2020	General Logistics Systems US, Inc.	Courier Service	20.13
9/30/2020	FedEx Express	Courier Service	21.60
10/7/2020	U.S. Postmaster	Postage	6.95
1/12/2021	Legal Document Server, Inc.	Attorney Service	165.23
1/12/2021	Ventura Superior Court	Filing Fee	435.00
2/5/2021	Legal Document Server, Inc.	Attorney Service	110.00
5/20/2021	Legal Document Server, Inc.	Attorney Service	130.00
7/13/2021	First Mediation Corporation	Mediation Fee	9,000.00
1/28/2022	General Logistics Systems US, Inc.	Courier Service	25.11
4/8/2022	First Mediation Corporation	Supplemental Mediation Fee	5,000.00
5/2/2022	Legal Document Server, Inc.	Attorney Service	180.00
9/26/2022	Legal Document Server, Inc.	Attorney Service	130.00
12/29/2022	Legal Document Server, Inc.	Attorney Service	150.00
1/4/2023	CourtCall, LLC	Attorney Service	72.00
Total:			15,446.02