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Attorneys for Plaintiff

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

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

Plaintiff,

vs.

FAIRFIELD POST-ACUTE REHAB, an
unknown business entity; FAIRFIELD
HEALTH CARE, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: FCS056452

Honorable Christine Carringer
Department 12

**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, ENHANCEMENT AWARD, AND
SETTLEMENT ADMINISTRATION
COSTS**

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

Date: December 15, 2022
Time: 8:30 a.m.
Department: 12

Complaint Filed: April 27, 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 Maria Cain (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

EDUCATION

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

JUDICIAL EXTERNSHIPS

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

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately 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 IN 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

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC413498.

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

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

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

18 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a national wholesale distributor of
20 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
21 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
22 representative action settlement. The Sacramento County Superior Court Case Number is 34-
23 2012-00136285.

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

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

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

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

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

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class.
26 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.
28

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

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

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

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

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

27 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a manufacturer of food service

1 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
2 approval of the class and PAGA representative action settlement. The Orange County Superior
3 Court Case Number is 30-2015-00810013-CU-OE-CXC.

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

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

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

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

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

26 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a manufacturer of plastic containers on behalf of non-exempt
28 employees. On October 31, 2017, the court granted final approval of the class and PAGA

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC577233.

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

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

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

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

23 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a behavioral health service provider on behalf of non-exempt
25 employees. On November 13, 2018, the court granted final approval of the class and PAGA
26 representative action settlement. The Alameda County Superior Court Case Number is
27 RG16811450.

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

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

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

gg) 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 apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

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

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

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

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

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

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On 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 Maria Cain, for herself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Fairfield Health Care, Inc. dba Fairfield Post-Acute Rehab (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to PAGA Settlement Members when Individual Settlement Share checks 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, Enhancement Award, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The PAGA Settlement Members covered by the Settlement consist of the following individuals: all persons employed by Defendant as non-exempt employees in the State of California at any time during the PAGA Period. The “PAGA Period” means the period February 19, 2020 through the date of approval of the Settlement.

10. It should also be noted that 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 February 19, 2021. The notice was sent by U.S. Certified Mail to the employer and the notice was submitted to the LWDA by way of online submission on the LWDA’s website. A true and correct copy of the February 19, 2021 notice letter is attached hereto as “EXHIBIT 2.” The LWDA did not respond to the letter that was sent on behalf of Plaintiff.

11. The Settlement is for the gross amount of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) (“PAGA Settlement Amount”). The PAGA Fund is the PAGA Settlement Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees in the amount of up to \$140,000.00 and Costs in the amount of up to \$25,000.00 to

Plaintiff's Counsel, Enhancement Award of \$10,000.00 to Plaintiff, and Settlement Administration Costs up to the amount of \$5,000.00 to the PAGA Settlement Administrator. Plaintiff's Counsel only seeks an award of Costs (i.e., reimbursement of litigation costs and expenses) in the amount of \$19,322.33, and assuming the requested Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration Costs are approved and awarded by the Court, the PAGA Fund is estimated to be approximately \$175,677.67. The PAGA Fund will be distributed to the LWDA and the PAGA Settlement Members pursuant to California Labor Code section 2699(i). Seventy-Five percent (75%) of the PAGA Fund will be distributed to the LWDA, which is estimated to be \$131,758.25 ("LWDA Payment"), and twenty-five percent (25%) of the PAGA Fund, which is estimated to be \$43,919.42 will be distributed to the PAGA Settlement Members ("Employees' Portion") on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period, excluding leaves of absence, any other absences, vacation, and any pay periods when the PAGA Settlement Member did not do any work ("Compensable Pay Periods"), based on Defendant's payroll records. The Parties have agreed to retain Atticus Administration, LLC ("PAGA Settlement Administrator") to handle the administration of the Settlement, and the Parties respectfully request that the Court appoint Atticus Administration, LLC to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated to be up to the amount of \$5,000.00 and will be paid out of the PAGA 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, PAGA Settlement Members, 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 informal discovery, the parties participated in

1 settlement negotiations to try to resolve the lawsuit. These efforts included participating in a
2 full-day mediation on February 3, 2022, conducted by Jeffrey A. Ross, a well-respected mediator
3 experienced in mediating complex labor and employment matters. With the aid of the mediator,
4 the parties reached the Settlement described herein. During mediation, the parties discussed all
5 aspects of the case, including the risks and delays of further litigation, the risks to the parties of
6 proceeding with trial, possible arbitration proceedings, the law relating to representative PAGA
7 actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements, the
8 evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and
9 appeals, among other things. During all settlement discussions, the parties conducted their
10 negotiations at arm's length in an adversarial position.

11 14. Prior to reaching the settlement, both sides investigated the veracity, strength, and
12 scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
13 significant investigation and informal discovery regarding the facts of the case, including and not
14 limited to, the exchange, review, and analysis of a large amount of documents and data obtained
15 from Defendant and other sources. The documents and data that were reviewed and analyzed by
16 Plaintiff's Counsel included, and were not limited to, the employment records of Plaintiff, a
17 sampling of aggrieved employees' time and pay data, a redacted list of PAGA Settlement
18 Members (with employee ID numbers, hire dates, termination dates and pay rates), meal and rest
19 break attestation records, training materials, multiple iterations of Defendant's Employee
20 Handbook, multiple iterations of Defendant's Arbitration Agreement (and related
21 acknowledgment of receipt of Arbitration Agreement), job descriptions, training
22 acknowledgments, Defendant's employment and operations practices, policies, and procedures
23 documents (such as, Defendant's Meal and Rest Break Policy, Paid Time Off Policy, Timesheet
24 Correction Form, Voluntary Meal Period Waiver Form, Time Adjustment Request Form,
25 Employee Nondisclosure Agreement, and Mission Statement and Values Statement), among
26 other documents. Counsel for the parties undertook significant investigation, and also invested
27 time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims,
28 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 production of documents and data, the mediation, and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the mediation brief; and preparing for and attending court proceedings and the mediation and settlement negotiations. Counsel for the parties have further invested time to research the applicable law, which is constantly evolving as it relates to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements, Plaintiff's claims 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 ("courts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered manageable"); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 712, *review granted* (June 22, 2022) ("[i]mposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.")

16. Plaintiff and 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

1 order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the
2 alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the
3 imposition of penalties. Plaintiff's core allegation is that Defendant has violated the California
4 Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal
5 and rest periods and associated premiums, failing to timely pay wages during employment and
6 upon termination of employment, failing to provide complete and accurate wage statements,
7 failing to keep complete and accurate payroll records, and failing to reimburse necessary
8 business-related expenses and costs.

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

19 18. Importantly, Defendant also contended that the claims of other aggrieved
20 employees whom Plaintiff seeks to represent are subject to enforceable agreements that included,
21 *inter alia*, requirements to arbitrate individual disputes, class action waiver, collective action
22 waiver, and Private Attorneys General Act waiver. Defendant contended that, taken together,
23 these agreements could effectively be used to require aggrieved employees to arbitrate any and
24 all of their claims pertaining to their employment. Although the parties disagreed on whether or
25 not Defendant's various agreements are enforceable and their impact, there is more uncertainty
26 regarding the viability of PAGA claims in the judicial forum, arising from the U.S. Supreme
27 Court's decision in *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S.
28 LEXIS 2940.

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

17 20. The parties had the opportunity to review documents and data regarding
18 Plaintiff's and PAGA Settlement Members' employment with Defendant, including, and not
19 limited to, Plaintiff's employment records, a sampling of PAGA Settlement Members' time and
20 pay data, as well as extensive information and documents regarding Defendant's operations and
21 employment policies, practices, and procedures, in an effort to determine the potential value and
22 strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the
23 relevant documents and data, and this information made it possible to calculate the potential
24 value of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and
25 review of information to be sufficiently apprised of the nature and extent of the allegations and
26 cause of action asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement
27 for its fairness, adequacy, and reasonableness. The parties have also considered the settlement
28 negotiations and the recommendations of the mediator, Jeffrey A. Ross, 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, in arbitration proceedings, and/or appeals.

21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$140,000.00, which represents forty percent (40%) of the PAGA 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 commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

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

23. While not necessarily required to be demonstrated because a percentage of the fund based on the contingent fee agreed to by Plaintiff is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **300.20** hours performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the PAGA Settlement Members. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done

1 by myself and several other attorneys at the firm. Also, separate from the hours referenced
2 herein, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting
3 with the prosecution of the case.

4 24. The work performed in this particular case, the background of our firm, as well as
5 the individual backgrounds, training, and experience of the attorneys who worked on this matter,
6 in litigating complex wage-and-hour class and PAGA representative actions, support a
7 reasonable blended hourly rate of compensation at the rate of at least \$700 for work performed
8 by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating
9 the firm at the rate of at least \$700 per hour for legal services performed, by courts granting
10 approval of wage and hour class action and/or representative action settlements in other cases:
11 final approval of the class and representative action settlement in *David Dugan v. TEC*
12 *Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on
13 July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval
14 of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan*
15 (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award
16 of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement
17 in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court
18 Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of
19 attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative
20 action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County
21 Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of
22 attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative
23 action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No.
24 SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an
25 hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley*
26 *Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450)
27 was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of
28 \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler*

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

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

7 25. Plaintiff's Counsel seeks \$19,322.33 for reimbursement of litigation costs and
8 expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT
9 4." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to
10 date and will not receive any compensation until a recovery is obtained in this matter. These
11 expenses were reasonable and necessary in the prosecution of the matter and to obtain the
12 Settlement, and the amount sought is less than the maximum amount (\$25,000.00) allocated
13 under the Settlement Agreement for reimbursement of litigation costs and expenses.

14 **ENHANCEMENT AWARD TO PLAINTIFF**

15 26. In recognition of her efforts and work in spearheading the litigation of this matter,
16 the Settlement provides an Enhancement Award to Plaintiff in the amount of \$10,000.00 to be
17 paid out of the PAGA Settlement Amount. The requested Enhancement Award is fair and
18 appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of
19 California and undertook the responsibilities of serving in a representative capacity. Plaintiff has
20 spent a substantial amount of time and effort discussing her employment with her counsel,
21 gathering and producing relevant documents and information, and providing the facts and
22 evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her
23 counsel needed her and actively tried to obtain and provide information that would facilitate the
24 pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive an
25 Enhancement Award, in addition to the Individual Settlement Share to which she will be entitled
26 as a PAGA Settlement Member, for her services on behalf of the State of California and other
27 PAGA Settlement Members.

28 27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA

statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable, and adequate, and in the best interests of Plaintiff, the State of California, and other PAGA Settlement Members given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 21st day of November 2022, at Glendale, California.



Edwin Aiwazian

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 Maria Cain (“Plaintiff”), for herself and as a representative of the State of California and the PAGA Settlement Members (as defined in Section 3(a)(5) below) and Fairfield Health Care, Inc. dba Fairfield Post-Acute Rehab (“Defendant”), subject to approval by the Superior Court of the State of California for the County of Solano, or other court assuming jurisdiction of this matter (“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 February 2019 to approximately November 2019;

(b) On February 19, 2021, Lawyers for Justice, PC (“Plaintiff’s Counsel”), submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiff, 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 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-822285-21 (the “PAGA Notice”);

(c) On April 27, 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 *Maria Cain v. Fairfield Health Care, Inc. dba Fairfield Post-Acute Rehab*, Solano County Superior Court Case No. FCS056452 (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.

(e) On February 3, 2022, the Parties mediated the Action with Jeffrey A. Ross, 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;

(f) 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 Released Claims (as defined in Section 8(a) below).

2. **No Admission 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 three hundred fifty thousand dollars (\$350,000) (the “PAGA Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of forty percent (40%) of the PAGA Settlement Amount, which is one hundred forty thousand dollars (\$140,000), and reimbursement of litigation

costs and expenses in the amount of up to twenty-five thousand dollars (\$25,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) An enhancement award of up to the amount of ten thousand dollars (\$10,000) (“Enhancement Award”) to Plaintiff, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Dollars (\$5,000) (“Settlement Administration Costs”) to Atticus Administration, LLC (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) through 3(a)(3) above, once approved by the Court, shall be paid from the PAGA Settlement Amount. The balance remaining after these deductions is referred to as the “PAGA Fund.”

(5) Seventy-five percent (75%) of the PAGA Fund will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to the PAGA Settlement Members, defined solely for purposes of this Settlement as all persons employed by Defendant as non-exempt employees in the State of California at any time during the PAGA Period (the “PAGA Settlement Members”). The period February 19, 2020 through the date of approval of the PAGA settlement is the “PAGA Period”.

(6) At the time of mediation, the PAGA Settlement Members were estimated to consist of approximately two hundred sixty-seven (267) individuals who worked approximately 5,375 Compensable Pay Periods during the period from February 19, 2020 to February 3, 2022. If the actual number of Compensable Pay Periods during PAGA Period is more than ten percent (10%) above 5,375 (i.e., 5,913 or above), either (1) the PAGA Settlement Amount shall increase *pro rata* by the percentage that the actual number exceeds 5,913 or (2) the PAGA Period shall end on the date before the Compensable Pay Periods meet or exceed the 5,913 threshold, at Defendant’s option. The 25% portion of the PAGA Fund payable to PAGA Settlement Members is referred to as the “Employees’ Portion.”

(b) 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, Enhancement Award, and the PAGA Fund to be paid to the LWDA and PAGA Settlement Members 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 PAGA Settlement Members, 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) The “Effective Date” of this Settlement is the date upon which all of the following have occurred: (1) the Settlement Agreement is fully executed by all Parties and their counsel; (2) the Court has entered an order approving the Settlement Agreement; and (3) the Court’s judgment approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s judgment, the date the judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the judgment is

affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the judgment.

(b) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above within 21 days after the Effective Date.

(c) Upon complete distribution of the PAGA 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 PAGA 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 Seyfarth Shaw LLP ("Defendant's Counsel") for review and approval prior to filing.

(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 or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, or both, then the entirety of this Settlement Agreement is null and void.

7. Payment of PAGA 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 by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within twenty-one (21) calendar days after the Effective Date. If the date by which payment by Defendant is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each PAGA Settlement Member will be entitled to a *pro rata* share of 25% of the PAGA Fund (i.e., the Employees' Portion) based on the number of pay periods that each worked during the PAGA Period, excluding leaves of absence, any other absences, vacation, and any pay periods when the PAGA Settlement Member did not do any work ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each PAGA Settlement Member's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each PAGA Settlement Member, divide the number of Compensable Pay Periods that each PAGA Settlement Member individually worked by the total aggregate number of Compensable Pay Periods worked by all PAGA Settlement Members, and then (ii)

multiply this amount by the Employees' Portion to arrive at each PAGA Settlement Member's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. PAGA Settlement Members' Individual Settlement Shares will be reported on IRS Form 1099, as required by the IRS.

(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 PAGA Settlement Members (the "PAGA Settlement Members List"), containing the following information for each PAGA Settlement Member: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods. Defendant will provide this list to the PAGA Settlement Administrator on a confidential basis, and the list will not be shared with Plaintiff or her counsel. Defendant's employment records shall be determinative for purposes of calculating the number of Compensable Pay Periods for each PAGA Settlement Member.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the PAGA Settlement Members List.

(3) No later than nine (9) calendar days after the PAGA Settlement Administrator receives the PAGA Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all PAGA Settlement Members 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 PAGA Settlement Member 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 PAGA Settlement Members shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the PAGA Settlement Member(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than nine (9) calendar days after the PAGA Settlement Administrator receives the PAGA Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than nine (9) calendar days after the PAGA Settlement Administrator receives the PAGA Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise 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.

(f) No later than nine (9) calendar days after the PAGA Settlement Administrator receives the PAGA Settlement Amount, the PAGA Settlement Administrator shall transmit the Enhancement Award to Plaintiff.

(g) No later than nine (9) calendar days after the PAGA Settlement Administrator receives the PAGA Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all PAGA Settlement Members.

8. **Release of Claims by Plaintiff, PAGA Settlement Members, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the PAGA Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to PAGA Settlement Members, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and its past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents employees, and fiduciaries (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims pertaining to Plaintiff or the PAGA Settlement Members 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 or the PAGA Notice, or both, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated 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, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the PAGA Settlement Amount, 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 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 has or may have as of the date the Court has entered an order approving the Settlement Agreement. 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, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims she now has 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.

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. **No Publicity.** Plaintiff and Plaintiff's Counsel shall not publicize the terms or existence of the Settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for approval of the Settlement has been filed. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing in this provision will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

12. **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 A. Ross. 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.

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: 10/31/2022, 2022

Electronically Signed 2022-10-31 17:08:59 UTC - 73.158.33.220
Maria Cain
Nintex AssureSign® e0358759-43cd-4c5b-86e8-af30d1174779

Maria Cain
Individually and On Behalf of
the State of California and PAGA Settlement Members

Fairfield Health Care, Inc., dba Fairfield Post-Acute Rehab

Date: 10/21, 2022

Joanne M. Lane
Name: Joanne Lane
Title: Administrator

Approved as to form and content.

Date: October 31, 2022, 2022

Edwin Aiwazian
Edwin Aiwazian
Joanna Ghosh
Attorneys for Plaintiff
Maria Cain

LAWYERS FOR JUSTICE, PC

Date: 10/21, 2022

Daniel Whang
Daniel Whang
Kathleen McConnell
Robin E. Devaux
Attorneys for Defendant
Fairfield Health Care, Inc., dba Fairfield Post-Acute Rehab

SEYFARTH SHAW

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Maria Cain v. Fairfield Health Care, Inc. dba Fairfield Post-Acute Rehab*,
Solano Superior Court, Case No. FCS056452

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

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Maria Cain v. Fairfield Health Care, Inc. dba Fairfield Post-Acute Rehab*, Solano Superior Court, Case No. FCS056452 ("Action").

The lawsuit was filed on April 27, 2021, by Maria Cain ("Plaintiff") against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of 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. Prior to filing the lawsuit, on February 19, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-822285-21 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant Fairfield Health Care, Inc. dba Fairfield Post-Acute Rehab ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all persons employed by Defendant or Releasees as non-exempt employees in the State of California at any time during the PAGA Period ("PAGA Settlement Members"). The period February 19, 2020, through <<the date of approval of the PAGA settlement>> is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as a PAGA Settlement Member. Your Individual Settlement Share is based on the total number of pay periods that you worked for any of the Defendant in California during the PAGA Period. The Individual Settlement Share is 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of the PAGA Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant and its past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents employees, and fiduciaries.

"Released Claims" means any and all claims pertaining to Plaintiff or the PAGA Settlement Members 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 or the PAGA Notice, or both, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated 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, failure to reimburse necessary business-related expenses and costs, and for violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552,

1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 90 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name; please contact the State Controller's Office Unclaimed Property Division for more information; please note that deadlines may apply for you to seek or otherwise retrieve funds.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 2

LAWYERS FOR JUSTICE

February 19, 2021

BY ONLINE SUBMISSION

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

Re: FAIRFIELD POST-ACUTE REHAB; FAIRFIELD HEALTH CARE, INC.

Dear Representative:

We have been retained to represent Maria Cain against Fairfield Post-Acute Rehab, and Fairfield Health Care, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "FPAR") for violations of California wage-and-hour laws. Ms. Cain 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. Cain 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.

FPAR employed Ms. Cain as an hourly-paid, non-exempt employee from approximately February 2019 to approximately November 2019, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

The "aggrieved employees" that Ms. Cain 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, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, FPAR 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 4-2001, and 5-2001.

FPAR 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. Such work included, but was not limited to, responding to work related inquiries from managers/supervisors, helping residents, and waiting for coverage.

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. Cain and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Cain 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, FPAR required Ms. Cain 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. FPAR also required aggrieved employees to stay on work premises during 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, FPAR failed to pay Ms. Cain 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, FPAR failed to pay Ms. Cain 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, FPAR did not provide Ms. Cain and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from FPAR 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. Cain 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. Cain 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. Cain 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. Cain 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. Cain 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, FPAR failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Cain 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, FPAR did not provide Ms. Cain 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 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

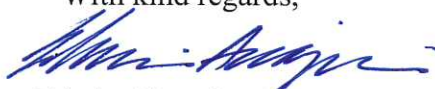
work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, FPAR failed to pay Ms. Cain and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Cain 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, FPAR failed to pay Ms. Cain and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Cain 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. Cain and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by FPAR. These costs include, but are not limited to, the use of personal phones for business-related tasks, the purchasing and maintenance of clothing in compliance with the company's guidelines, the purchasing and maintenance of shows in compliance with the company's guidelines, and the purchasing of supplies and equipment, including but not limited to, gait belts.

Therefore, on behalf of all aggrieved employees, Ms. Cain 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)

Fairfield Health Care, Inc.
c/o James Ellis-Sherinian
Agent for Service of Process
1255 Travis Blvd., Suite A
Fairfield, CA 94533

Fairfield Post-Acute Rehab
c/o Joanne Lane
Administrator
1255 Travis Blvd.
Fairfield, CA 94533

EXHIBIT 3

**MARIA CAIN V. FAIRFIELD POST-ACUTE REHAB, ET AL.
(SOLANO SUPERIOR COURT CASE NO. FCS056452)**

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 Cain’s (“Plaintiff”) Claims and the Merits of the Claims of the Aggrieved Employees	10.50
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendant Fairfield Health Care, Inc. dba Fairfield Post-Acute Rehab (“Defendant”) with Respect to Plaintiff and the Aggrieved Employees	8.90
Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, Arbitration Agreement, and Representative PAGA Decisions in California, Including all New and Relevant DLSE Materials	7.60
Investigation of Defendant, Defendant’s Business Relationships, and the Industry in which Defendant Operates	3.20
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	2.40

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	3.70
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	4.10
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Location(s) Throughout California Where Aggrieved Employees Worked	3.50
Research and Investigation Re: Defendant's Written and Un-Written Policies, Practices, and Procedures Relating to Hours of Operation, Resident and Patient Care, Timekeeping, Meal/Rest Breaks, On-Premises Rest Breaks, Break Attestations, Non-Discretionary Bonus/Incentive/Performance/Shift Differential Pay, Overtime Compensation, Tools/Supplies/Equipment, PPE, Use of Personal Cell Phones, Dress Code/Uniform/Footwear, and Reimbursement of Business-Related Expenses	15.60
Research and Investigation Re: Various Software Programs and Other Technology Defendant Uses to Conduct Everyday Business, Including Timekeeping, Information and Document Management, Patient Care, Source Management, Staffing, and Communications Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	5.10
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	7.10
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.40

Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.40
Research and Investigation of Impact of COVID-19 Pandemic on Defendant, Its Operations, and Aggrieved Employees' Work	2.50
Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	5.10
Meet and Communicate with Plaintiff Maria Cain Throughout the Pendency of the Case	51.50
Investigate, Meet and Communicate with, and/or Interview Aggrieved Employees and Percipient Witnesses	15.50
Pleadings and Court Filings	
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on April 27, 2021), and Legal Research and Analysis of All Allegations Involved	7.20
Review Court's Notice of Case Management Conference and Notice of Assignment of Judge for All Purposes (filed April 27, 2021)	0.10
Review and Analyze Defendant's Answer to Plaintiff's Complaint (served on June 22, 2021), and Research Affirmative Defenses in Answer	1.50
Draft Plaintiff's Case Management Statement (filed on August 9, 2021)	0.90
Review Defendant's Case Management Statement (served on August 9, 2021)	0.30
Review and Analyze Defendant's Amended Answer to Plaintiff's Complaint (served on August 13, 2021), and Research Affirmative Defenses in Answer	1.10

Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Continue Case Management Conference; and [Proposed] Order (submitted on January 27, 2022)	1.10
Draft Plaintiff's Notice of Posting Jury Fees (filed on February 15, 2022)	0.10
Review Court's Order Granting Joint Stipulation to Continue Case Management Conference (filed on February 16, 2022)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Notice of Settlement and Stipulation to Continue Case Management Conference; and [Proposed] Order (submitted on February 23, 2022)	1.10
Review Court's Order Granting Joint Stipulation to Continue Case Management Conference (filed on March 8, 2022)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on March 17, 2022)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Case Management Conference Statement (submitted on June 1, 2022)	0.50
Appearances	
Prepare for and Telephonically Attend Initial Status Conference (August 24, 2021)	1.10
Prepare for and Telephonically Attend Case Management Conference (June 15, 2021)	1.20
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration Costs (December 15, 2022) (Anticipated)	1.50

Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Maria Cain (served on December 1, 2020)	1.90
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Maria Cain (served on January 6, 2021)	5.60
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Maria Cain for Penalties Under California Labor Code section 2698, <i>et seq.</i> (“PAGA”) (served on February 19, 2021)	4.10
Meet with, Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	14.50
Mediation/Settlement	
Review and Analyze Documents, Data, and Information Obtained from Defendant and Other Sources and Prepare Valuation Models, 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	29.30
Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff’s Mediation Brief (submitted on January 27, 2022)	16.80
Telephonically Attend Mediation Session (February 3, 2022; Zoom Video Conference)	18.50
Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed on February 3, 2022) and Private Attorneys General Act Settlement Agreement and Release (fully executed on October 31, 2022)	16.10

Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, Enhancement Award, and Settlement Administration Costs, Declaration of Edwin Aiwasian in Support Thereof, Declaration of Maria Cain in Support Thereof, and [Proposed] Order and Judgment (filed on November 21, 2022) (Anticipated)	18.50
Total Hours:	300.20

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Cain v. Fairfield Post-Acute Rehab

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
12/1/2020	US Postmaster	Postage	7.00
4/27/2021	Legal Document Server, Inc.	Attorney Service	165.23
4/27/2021	Solano County Superior Court	Filing Fee	435.00
5/10/2021	Legal Document Server, Inc.	Attorney Service	300.00
5/26/2021	Legal Document Server, Inc.	Attorney Service	130.00
8/9/2021	General Logistics Systems US, Inc.	Courier Service	40.27
8/9/2021	Legal Document Server, Inc.	Attorney Service	130.00
8/12/2021	CourtCall, LLC	Attorney Service	94.00
11/23/2021	Jeffrey Ross	Mediation Fee	9,000.00
1/27/2022	Legal Document Server, Inc.	Attorney Service	130.95
1/27/2022	Solano County Superior Court	Filing Fee	20.00
2/5/2022	Robert A. Parris	Damages Consulting Expert	6,000.00
2/15/2022	CourtCall, LLC	Attorney Service	94.00
2/16/2022	Solano County Superior Court	Jury Fee	150.00
2/16/2022	Legal Document Server, Inc.	Attorney Service	87.13
2/23/2022	Legal Document Server, Inc.	Attorney Service	146.35
2/23/2022	Solano County Superior Court	Filing Fee	20.00
3/18/2022	Legal Document Server, Inc.	Attorney Service	145.00
3/23/2022	Numerical Company	Analysis of Sampling of Time Records	1,878.40
6/1/2022	Legal Document Server, Inc.	Attorney Service	125.00
6/13/2022	CourtCall, LLC	Attorney Service	94.00
9/9/2022	Legal Document Server, Inc.	Attorney Service	130.00
Total:			19,322.33