

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Janardana Burns (SBN 337696)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

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

Plaintiff,

vs.

THE GOODMAN GROUP LLC, an
unknown business entity; MONTE VISTA
LODGE LP, an unknown business entity;
MONTE VISTA VILLAGE, an unknown
business entity; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 37-2021-00014215-CU-OE-CTL

Honorable Timothy Taylor
Department C-72

CLASS ACTION

**DECLARATION OF JANARDANA
BURNS IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

Date: December 2, 2022
Time: 1:30 p.m.
Department: C-72

Complaint Filed: April 1, 2021
FAC Filed: May 21, 2021
Trial Date: None Set

DECLARATION OF JANARDANA BURNS

I, Janardana Burns, 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 Joseph Ocasio (“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.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA

1 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
2 From approximately September 2002 to approximately December 2002, he served as a Judicial
3 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
4 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
5 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
6 Appellate District. In December of 2004, he obtained a license to practice law from the California
7 State Bar. From approximately December 2004 to approximately August 2008, he was employed
8 by Girardi & Keese. At Girardi & Keese, his practice focused on class actions and other complex
9 cases involving toxic torts and products liability. In addition, he gained substantial experience on
10 cases involving insurance bad faith, premises liability, and medical negligence. While employed
11 by Girardi & Keese, he argued approximately one hundred (100) motions, took or defended
12 approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for
13 deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice,
14 PC, he has almost exclusively focused on the prosecution of consumer and employment class
15 actions, involving wage-and-hour claims, race discrimination, unfair business practices, or
16 consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred
17 (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of
18 expert witnesses for deposition or trial, and attended over one hundred seventy-five (175)
19 mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-
20 counsel, he has successfully litigated cases involving the executive, administrative, and other
21 overtime exemptions to the State of California and federal overtime compensation requirements.
22 Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by
23 contested motion practice in approximately fifteen (15) cases in the last decade and litigated over
24 1,000 class action or representative action cases.

25 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
26 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
27 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
28 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the

1 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
2 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
3 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
4 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
5 of the State of California and all United States District Courts in the State of California. He has
6 worked on many wage-and-hour class action and representative action cases, taking the lead in
7 taking and defending depositions, arguing motions, and attending mediations. He has played an
8 integral role in preparing matters for class certification, including and not limited to, successful
9 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
10 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
11 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
12 RG13680477). He has worked on over one hundred (100) class action or representative action
13 cases which have resulted in settlement, including and not limited to those listed in paragraph
14 seven (7) herein.

15 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
16 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
17 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
18 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
19 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
20 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
21 Court. She has taken and defended dozens of depositions and successfully handled motion practice
22 in class action cases regarding discovery (including and not limited to, regarding class contact
23 information), class certification (both contested class certification and stipulated class
24 certification), arbitration agreements, coordination, intervention. She has successfully handled
25 briefing and oral argument on appeal and obtained notable decisions regarding the Private
26 Attorneys General Act (“PAGA”) and employer efforts to compel arbitration of PAGA claims,
27 e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017),
28 cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior*

1 Court, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or
2 representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision,
3 the firm has handled the class certification and court approval process for hundreds of class action
4 and/or representative action matters that have successfully resolved. She is a member of the
5 California Employment Lawyers Association.

6 6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree
7 from the University of California, Berkeley in 2017 and earned my Juris Doctor degree from the
8 University of California, Hastings College of the Law in 2020. I was admitted to practice law in
9 California in 2021. I am admitted to practice before all courts of the State of California and all
10 federal district courts in the State of California. I have worked on many wage and hour class action
11 and PAGA representative matters, and my work has included, *inter alia*, researching and drafting
12 pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and
13 settlement agreements, engaging in motion practice, claims evaluation and analysis, and making
14 court appearances. Prior to working at Lawyers for Justice, PC, I worked for an international
15 accounting firm, providing tax services to investment funds.

16 **EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND**
17 **REPRESENTATIVE ACTION CASES**

18 7. What follows are just a few examples of the type of results Lawyers for Justice, PC
19 ("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 of
10 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 County
5 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 court
15 granted final approval of the class and PAGA representative action settlement. The Los Angeles
16 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
17 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 behalf
20 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
21 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. On
26 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 real
2 estate and property management company, on behalf of non-exempt employees. On November 4,
3 2016, the court granted approval of the PAGA representative action settlement. The Orange
4 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 non-
7 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 the
16 employer's motion to compel arbitration, which resulted in a published opinion by the California
17 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
18 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
19 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
20 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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

26 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a manufacturer of food service
28 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final

1 approval of the class and PAGA representative action settlement. The Orange County Superior
2 Court Case Number is 30-2015-00810013-CU-OE-CXC.

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

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

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

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

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

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

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 entered an order granting final approval of the class
6 and PAGA representative action settlement. The Los Angeles County Superior Court Case
7 Number is 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 entered an
11 order granting final approval of the class and PAGA representative action settlement. The Los
12 Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination
13 Proceeding 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 entered an order granting final approval of the
17 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
18 Number is 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 employees.
21 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
22 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.
28

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.

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

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

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

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

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

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BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as “**EXHIBIT 1**” is the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiff, on the one hand, and Defendants The Goodman Group, LLC and Monte Vista Lodge Limited Partnership (erroneously named as “Monte Vista Lodge LP” and “Monte Vista Village”) (together, “Defendants”), on the other hand (collectively, the “Parties”). The Parties and their counsel have approved the proposed Notice of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as “Exhibit A” and respectfully request that the Court approve it as well.

9. Based on information provided by Defendants, as of August 3, 2022, the Class is estimated to consist of approximately nine hundred seventy-one (971) individuals.

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

11. Class Counsel has litigated the case for over a year and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Paul Grossman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Prior to and during the mediation and settlement discussions, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour

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

14 12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
15 and scope of the claims, and was preparing the action for class certification and trial. Class
16 Counsel conducted significant investigation and formal and informal discovery regarding the facts
17 of the case, including and not limited to, the exchange, review, and analysis of a large volume of
18 documents, information, and data obtained from Defendants, Plaintiff, and other sources. Class
19 Counsel served multiple sets of formal written discovery requests onto Defendants (specifically,
20 Requests for Production of Documents (Set One), Special Interrogatories (Sets One & Two), Form
21 Interrogatories (Set One), and Request for Admission (Set One)) and notices of depositions of
22 Defendants' Person Most Knowledgeable designees along with accompanying requests for
23 production of documents, on Defendants. The volume of data and documents that Class Counsel
24 reviewed and analyzed included and was not limited to: employment records of Plaintiff, a detailed
25 sampling of Class Members' time and pay data, company policy acknowledgements (including,
26 but not limited to, Receipt and Acknowledgment of Monte Vista Lodge Employee Manual and
27 Acknowledgment of Employee Policy and Benefits Handbook), job descriptions, operations and
28 employment practices, forms (including, but not limited to, Wage Payment Election and Consent

Form and Labor Code section 2810.5 Notice to Employee), procedures, and policies (including but not limited to the Employee Policy Handbook which contains policies regarding entering and leaving the premises, expense reimbursement, gifts, tips, and gratuities, grievances, payroll advances, wage and salary, and work schedule), among other information and documents. Class Counsel interviewed Plaintiff and conducted investigations to gather facts and circumstances surrounding Plaintiff and putative class members' employment and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

13. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

14. The Settlement provides for a Maximum Settlement Amount of One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00). The Net Settlement Amount is the Maximum Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees and Litigation Costs, Enhancement Payment, Administration Costs, and the PAGA Penalties. Assuming the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount that will be available for distribution to Participating Settlement Class Members is currently estimated to be Six Hundred Thirty-Five Thousand Five Hundred Dollars (\$635,500.00). Additionally, 25% of the PAGA Penalties (i.e., the Employee PAGA Amount), which is \$25,000.00 out of \$100,000.00, will be distributed to PAGA Group Members. The Maximum Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendants.

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1 15. The Parties have agreed to retain Simpluris, Inc. (“Settlement Administrator”) to
2 handle the notice and settlement administration process. The Parties respectfully request that the
3 Court appoint Simpluris, Inc. to handle these procedures and serve as the Settlement
4 Administrator. Defendants will provide the Settlement Administrator with a list of Class Members
5 that Defendants will compile from its records, which will include the following information for
6 each Class Member: (i) full name; (ii) last known address; (iii) last known telephone number; (iv)
7 the total number of Workweeks worked during the applicable Class Period; (v) number of
8 Workweeks during the PAGA Period; (vi) total number of Workweeks during the period April 1,
9 2017 through August 1, 2022; (vii) Social Security number; and (viii) last known email address
10 (collectively, “Class List”). The Settlement Administrator will also calculate each Class
11 Member’s estimated share of the Net Settlement Amount (“Individual Settlement Payment”) and
12 each PAGA Group Member’s estimated share of the Employee PAGA Amount (“Individual
13 PAGA Payment”). The Settlement Administrator will also receive Requests for Exclusion, written
14 objections, and Workweeks Disputes; provide necessary reports and declarations; calculate,
15 subtract, and transmit necessary taxes and withholdings; prepare and submit informational and
16 other tax filings and documents; issue and transmit all payments provided for by the Settlement,
17 including and not limited to, mailing payments to Participating Settlement Class Members and
18 PAGA Group Members; and perform any other usual and customary duties for administering a
19 class action settlement. Administration Costs are currently estimated not to exceed Twelve
20 Thousand Dollars (\$12,000.00) and will be paid out of the Maximum Settlement Amount, subject
21 to approval of the Court.

22 16. Based on investigation and information discovered, Class Counsel believes that
23 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
24 that Defendants, with respect to Plaintiff and the Class Members, *inter alia*, failed to properly pay
25 overtime and minimum wages, failed to provide compliant meal and rest periods and to pay
26 associated premium pay, failed to timely pay wages during employment and upon termination of
27 employment, failed to provide compliant wage statements, failed to maintain requisite payroll
28 records, and failed to reimburse necessary business expenses, and thereby engaged in unfair

1 business practices and conduct giving rise to civil penalties recoverable under the Private
2 Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff also
3 asserted that Class Members were expected to perform similar job duties and were subject to the
4 same or similar operations and employment policies, practices, and procedures. Additionally,
5 Plaintiff asserted that Defendants' recordkeeping practices with respect to Plaintiff and Class
6 Members were substantially the same during the time period at issue. As a result of said alleged
7 uniform practices, Plaintiff claims that Class Members were not paid all of the compensation that
8 was owed to them by Defendants. Thus, in Class Counsel's view, it is clear that the outcome of
9 this litigation would be determined by Defendants' uniform operations and employment practices,
10 policies, and procedures that Plaintiff alleges applied across Defendants' hourly-paid or non-
11 exempt employees in California during the relevant time period.

12 17. Class Counsel is aware of the defenses and position of Defendants but believes that
13 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
14 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
15 and the difficulties and delays inherent in such litigation, including those involved in class
16 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
17 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendants'
18 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
19 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
20 mediator, who is experienced and well-regarded in complex labor and employment matters.

21 18. Defendants, on the other hand, denied and continue to deny any liability and
22 wrongdoing of any kind associated with the allegations in the lawsuit, and further deny that the
23 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
24 the Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides
25 have also had the opportunity to conduct investigations and gather documents and information
26 relating to Plaintiff's, Class Members', and PAGA Group Members' employment with
27 Defendants, and Defendants' operations and employment policies, practices, and procedures. The
28 Parties also reviewed and analyzed a volume of documents and data, including but not limited to

1 a detailed sampling of Class Members' time and pay information, to determine the potential value
2 and strength of the claims. The available information enabled Class Counsel to assess and value
3 the class and PAGA claims and prepare violation, damages, and penalties analyses and models.
4 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
5 informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully
6 evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement considers
7 the strengths and weaknesses of each side's position and the uncertainty of how the case might
8 have concluded at certification, trial, and/or appeals.

9 19. The Settlement Agreement provides for Class Counsel to apply for Attorneys' Fees
10 in an amount of up to thirty-five percent (35%) of the Maximum Settlement Amount
11 (i.e., \$420,000.00, if the Maximum Settlement Amount is \$1,200,000.00) and Litigation Costs in
12 an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), which will be paid out of
13 the Maximum Settlement Amount, subject to approval by the Court. It should be noted that Class
14 Counsel has borne all the risks and costs of litigation and will not receive any compensation until
15 recovery is obtained.

16 20. The Settlement Agreement provides for payment of up to Seven Thousand Five
17 Hundred Dollars (\$7,500.00) to Plaintiff as an Enhancement Payment, to be paid out of the
18 Maximum Settlement Amount subject to approval by the Court. Plaintiff spent considerable time
19 and effort to produce relevant documents and past employment records and to provide the facts
20 and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class
21 Counsel needed Plaintiff, and actively tried to obtain information that would facilitate the pursuit
22 of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiff to receive an
23 Enhancement Payment, in addition to an Individual Settlement Payment, for services performed
24 in the matter on behalf of the Class, the State of California, and PAGA Group Members.

25 **PROOF OF SUBMISSION OF THE SETTLEMENT TO THE LWDA**

26 22. Lawyers for Justice, PC has concurrently submitted the moving and supporting
27 papers for the Motion for Preliminary Approval, which included a full copy of the Parties'
28 Settlement Agreement, which is attached as "EXHIBIT 1" hereto, to the Court for filing and also

1 to the Labor and Workforce Development Agency. The submission of these papers to the Labor
2 and Workforce Development Agency was undertaken by way of online submission on the labor
3 agency's website ([http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
4 [General-Act.html](http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)).

5 23. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
6 in the best interests of Plaintiff, the Class, the State of California, and PAGA Group Members.
7 Class Counsel further submits that the Settlement is within an acceptable range of recovery for
8 this type of litigation given the strengths and weaknesses of the case, the inherent costs and risks
9 of further litigation, and the costs and risks associated with class certification, representative
10 adjudication, trial, and/or appeals.

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

13 Executed on this 2nd day of November 2022, at San Francisco, California.

14 

15 _____
16 Janardana Burns
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EXHIBIT 1

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
3 Agreement”) is made by and between Plaintiff Joseph Ocasio (“Plaintiff”), on her own behalf, on
4 behalf of all members of the Settlement Class, and on behalf of the State of California with respect
5 to PAGA Group Members, as defined below, on the one hand, and Defendants The Goodman
6 Group, LLC and Monte Vista Lodge Limited Partnership erroneously named as “Monte Vista
7 Lodge LP” and “Monte Vista Village” on the other hand (Plaintiff and Defendants collectively
8 referred to as the “Parties”), in the lawsuit entitled *Joseph Ocasio v. The Goodman Group LLC, et*
9 *al.*, San Diego County Superior Court, Case No. 37-2021-00014215-CU-OE-CTL (the “Action”).
10 This Settlement resolves the Action and the released claims as provided below.

11 **I. DEFINITIONS**

12 **A. “Administration Costs”** means all administrative costs of settlement, including
13 costs of notice to the Class, settlement administration, and any fees and costs incurred or charged
14 by the Settlement Administrator in connection with the execution of its duties under this Settlement.

15 **B. “Class Counsel” or “Plaintiff’s Counsel”** means Edwin Aiwazian, Arby Aiwazian,
16 and Joanna Ghosh of Lawyers *for* Justice, PC and all the lawyers of this firm acting on behalf of
17 Plaintiff and the Class.

18 **C. “Class Members”** means all current and former hourly-paid or non-exempt
19 employees who worked for The Goodman Group, LLC and KTLA Properties Limited Partnership,
20 at facilities known as Alamitos West Health & Rehabilitation and/or at Katella Senior Living
21 Community, at any time during the period April 1, 2017 through August 31, 2022, or who worked
22 for Monte Vista Lodge Limited Partnership at any time during the period April 1, 2017 through
23 April 29, 2021, in the State of California, at facilities known as Monte Vista Lodge and Monte
24 Vista Village (collectively referred to as the “Class”).

25 **D. “Court”** means the Superior Court of the State of California for the County of San
26 Diego.

27 **E. “Defendants”** means The Goodman Group LLC and Monte Vista, as defined below.

28 ///

1 **F. “Defendants’ Counsel”** means Pablo Orozco of Nilan Johnson Lewis PA and
2 Elizabeth A. Brown and Amanda Osowski of GBG LLP.

3 **G. “Effective Date”** means: the later of: (i) if no timely objections are filed or if all
4 objections are withdrawn, the date upon which the Court enters the Final Approval Order; (ii) if an
5 objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed
6 (iii) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in
7 a way that does not alter the terms of the settlement.

8 **H. “Final Approval Order”** as used herein means the final formal judgment entered
9 by the Court granting final approval of this Agreement.

10 **I. “The Goodman Group”** means defendant The Goodman Group, LLC as well as
11 all of its affiliated entities, including but not limited to KTLA Properties Limited Partnership, and
12 communities to which it provides or previously provided management services, including but not
13 limited to Alamitos West Health & Rehabilitation, Katella Senior Living Community, Monte Vista
14 Lodge, and Monte Vista Village.

15 **J. “PAGA Group Members”** means all current and former hourly-paid or non-
16 exempt employees who worked for Defendants within the State of California at any time during
17 the PAGA Period (collectively referred to as the “PAGA Members” or “PAGA Group Members”).

18 **K. “Plaintiff”** as used herein means Joseph Ocasio.

19 **L. “Net Settlement Amount”** means the Maximum Settlement Amount minus any
20 Court-approved award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel,
21 Administration Costs to the Settlement Administrator, Enhancement Payment to Plaintiff, and
22 PAGA Penalties, and as provided in Sections VIII, IX, and XIV-XVII.

23 **M. “Individual Settlement Payments”** means payments made to the Participating
24 Settlement Class Members from the Net Settlement Amount as part of the Settlement.

25 **N. “Individual PAGA Payments”** means payments made to the PAGA Group
26 Members from the Employee PAGA Amount that PAGA Group Members are eligible to receive
27 under the PAGA Settlement.

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1 **O. “Monte Vista”** means defendant Monte Vista Lodge Limited Partnership
2 erroneously named as “Monte Vista Lodge LP” and “Monte Vista Village.”

3 **P. “Settlement”** means the disposition and agreement to resolve the Action, Released
4 Class Claims, and Released PAGA Claims as espoused herein.

5 **Q. “Settlement Administrator”** means Simpluris, Inc. (“Simpluris, Inc.”), the
6 settlement administrator selected by the Parties, and which will be responsible for the
7 administration of the Maximum Settlement Amount, as defined below, and all related matters. The
8 Parties each represent that they do not have any financial interest in the Settlement Administrator
9 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
10 interest.

11 **R. “Maximum Settlement Amount”** means the sum of One Million Two Hundred
12 Thousand Dollars and Zero Cents (\$1,200,000.00), which shall be paid by Defendants, and from
13 which all Individual Settlement Payments pursuant to Section XII, Court-approved Attorneys’ Fees
14 and Litigation Costs pursuant to Section XIV, Administration Costs pursuant to Section IX,
15 Enhancement Payment pursuant to Section XV, and PAGA Penalties pursuant to Section XVII,
16 shall be paid, except as provided herein.

17 **S. “Participating Settlement Class Member”** means a Class Member who does not
18 submit a timely and valid Request for Exclusion.

19 **T. “Class Period”** means the following periods: for the Class Members employed by
20 The Goodman Group (as defined above), the period from April 1, 2017 through August 31, 2022;
21 for the Class Members employed by Monte Vista (as defined above), the period from April 1, 2017
22 to April 29, 2021.

23 **U. “Class Settlement”** means the settlement and release of Released Class Claims.

24 **V. “PAGA Period”** means the following periods: for the PAGA Group Members
25 employed by The Goodman Group (as defined above), the period from March 17, 2020 through
26 August 31, 2022; for the PAGA Group Members employed by Monte Vista (as defined above), the
27 period from March 17, 2020 through April 29, 2021.

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1 **W. “PAGA Settlement”** means the settlement and release of Released PAGA Claims.

2 **X. “PAGA Penalties”** means the amount of One Hundred Thousand Dollars and Zero
3 Cents (\$100,000.00) from the Maximum Settlement Amount which will be allocated toward
4 penalties under the Private Attorneys General Act, California Labor Code § 2698 *et seq.*, of which
5 seventy-five percent (75%) will be paid to the California Labor and Workforce Development
6 Agency (the “LWDA Payment”), and twenty-five percent (25%) will be distributed to the PAGA
7 Group Members (the “Employee PAGA Amount”).

8 **Y. “Workweeks”** means the number of weeks that a Class Member worked for
9 Defendants at facilities known as Alamos West Health & Rehabilitation, Monte Vista Lodge,
10 Monte Vista Village, and/or Katella Senior Living Community as an hourly-paid or non-exempt
11 employee in California during the Class Period. Workweeks will be calculated by referencing dates
12 of employment at each relevant entity during the relevant time period, which is the same method
13 as was used to arrive at the workweek calculation found in Section VIII.B below. Each Class
14 Member will be credited with at least one (1) Workweek.

15 **II. BACKGROUND**

16 **A.** On March 17, 2021, Plaintiff sent a letter to the California Labor and Workforce
17 Development Agency (“LWDA”) and Defendants, pursuant to California Labor Code section
18 2699.3, providing notice of her intent to seek civil penalties under the Private Attorneys General
19 Act, California Labor Code section 2698, *et seq.*, for Defendants’ alleged violations of California
20 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197,
21 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter*
22 *alia*, Wage Orders 4-2001 and 5-2001 (“LWDA Letter”).

23 **B.** On April 1, 2021, Plaintiff filed a Class Action Complaint for Damages, Case No.
24 37-2021-00014215-CU-OE-CTL, in San Diego County Superior Court. In this class action,
25 Plaintiff alleges, *inter alia*, on behalf of herself and all others similarly situated, that Defendants
26 violated California state wage and hour laws and the California Business and Professions Code
27 Section 17200 *et seq.* as a result of Defendants’ California wage and hour policies and practices.
28 Specifically, Plaintiff alleged that Defendants violated the following provisions of the California

1 Labor Code: (1) California Labor Code sections 510 and 1198 (failure to pay overtime); (2)
2 California Labor Code sections 226.7 and 512(a) (failure to provide compliant meal periods and
3 associated premiums); (3) California Labor Code section 226.7 (failure to provide rest periods and
4 associated premiums); (4) California Labor Code sections 1194, 1197, and 1197.1 (failure to pay
5 minimum wages); (5) California Labor Code sections 201-203 (failure to timely pay final wages);
6 (6) California Labor Code section 204 (failure to timely pay wages during employment); (7)
7 California Labor Code section 226(a) (failure to provide accurate wage statements); (8) California
8 Labor Code section 1174(d) (failure to keep requisite payroll records); (9) California Labor Code
9 sections 2800 and 2802 (failure to reimburse necessary business expenses); and (10) California
10 Business & Professions Code sections 17200, *et seq.*

11 **C.** On May 21, 2021, Plaintiff filed a First Amended Class Action Complaint for
12 Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698,
13 Et Seq. (the “Operative Complaint”), in the Action, adding a representative cause of action under
14 the Private Attorneys General Act, California Labor Code section 2698, et seq. (“PAGA”) against
15 Defendants.

16 **D.** Class Counsel conducted extensive investigation, discovery, review and analysis of
17 data and documents, and evaluation concerning the claims in the Action.

18 **E.** Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations
19 with Defendants concerning possible settlement of the claims asserted in the Action. These good
20 faith, arms-length negotiations resulted in settlement of the Action memorialized in this Settlement
21 Agreement after extensive negotiations about the terms and conditions of the Settlement.

22 **F.** Class Counsel has conducted an investigation of the law and facts relating to the
23 claims asserted in the Action and has concluded, taking into account the sharply contested issues
24 involved, the defenses asserted by Defendants, the expense and time necessary to pursue the Action
25 through trial and any appeals, the risks and costs of further prosecution of the Action, the risk of an
26 adverse outcome, the uncertainties of complex litigation, and the substantial benefits to be received
27 by Plaintiff and the members of the Class and State of California pursuant to this Agreement, that
28 a settlement with Defendants on the terms and conditions set forth herein is fair, reasonable,

adequate, and in the best interests of the Class and State of California. Plaintiff, on her own behalf, on behalf of the Class, and as a private attorney general on behalf of the State of California with respect to PAGA Group Members, has agreed to settle the Action with Defendants on the terms set forth herein.

G. Defendants have concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved, and the concomitant disruption to its business operations, it is in Defendants' best interest to accept the terms of this Agreement. Defendants deny each of the allegations and claims asserted against it in the Action. However, Defendants nevertheless desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Action.

H. This Agreement is intended to and does effectuate the full, final and complete settlement of the allegations and claims set forth in Section VII.A-C.

III. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, while Defendants deny them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted final approval of the Settlement and after the Court has ordered the entry of judgment, pursuant to California Code of Civil Procedure Section 664.6 the Court shall retain jurisdiction of the Action solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with the terms set forth herein.

IV. STIPULATION OF CLASS CERTIFICATION

A. The Parties stipulate to the certification of the Class for purposes of settlement only. This stipulation is contingent upon the preliminary and final approval and certification of the Class only for purposes of settlement. Should the Settlement not become final, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Action. Defendants expressly

1 reserve the right to oppose class certification and/or proactively move to deny certification should
2 the Settlement be modified or reversed on appeal or otherwise not become final.

3 **B.** The Parties agree that class certification pursuant to California Code of Civil
4 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
5 in this Agreement will be construed as an admission or acknowledgement of any kind that any class
6 should be certified or given collective treatment in the Action or in any other action or proceeding.
7 Further, neither this Agreement nor the Court's actions with regard to this Agreement will be
8 admissible in any court or other tribunal regarding the propriety of class certification or collective
9 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
10 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
11 limited, or affected in any way any claims, rights, or remedies in the Action, and Defendants will
12 not be deemed to have waived, limited, or affected in any way any of their objections or defenses
13 in the Action.

14 **V. MOTION FOR PRELIMINARY APPROVAL**

15 **A.** Plaintiff will bring a motion before the Court for an order preliminarily approving
16 the Settlement including the Notice of Class Action Settlement ("Class Notice"), which is attached
17 hereto as "**Exhibit A**," and including certification of the Class for settlement purposes only.

18 **B.** The date that the Court enters an order granting preliminary approval of the
19 Settlement will be the "**Preliminary Approval Date**."

20 **C.** Class Counsel will prepare the motion for preliminary approval of the Settlement
21 and will provide Defendants' counsel the opportunity to review it and provide input at least five (5)
22 court days before it is filed. Defendants agree that they will not oppose Plaintiff's motion for
23 preliminary approval, nor shall they seek to delay the hearing on the motion for more than thirty
24 (30) days from the date obtained by Plaintiff.

25 **VI. STATEMENT OF NO ADMISSION**

26 **A.** Defendants deny liability for any claim or cause of action asserted in the LWDA
27 Letter and the Action. This Agreement does not constitute, and is not intended to constitute, an
28 admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims

1 made against it in the LWDA Letter and the Action.

2 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
3 statements, discussions or communications, nor any materials prepared, exchanged, issued or used
4 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
5 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
6 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
7 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
8 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
9 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
10 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
11 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
12 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
13 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding
14 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
15 Agreement or any orders or judgments of the Court entered in connection with implementation of
16 this Agreement and/or the Settlement.

17 **C.** None of the documents produced or created by Plaintiff or the Class in connection
18 with settlement procedures constitute, and they are not intended to constitute, an admission by
19 either Plaintiff or Defendants regarding whether or not any violation of any federal, state, or local
20 law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
21 equity has occurred.

22 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

23 **A. Release As to All Participating Settlement Class Members.**

24 Upon full funding of the Maximum Settlement Amount and occurrence of the Effective
25 Date, Plaintiff and all Participating Settlement Class Members shall waive, release, and discharge
26 Defendants, and all of their divisions, managed communities, affiliates (including but not limited
27 to Alamitos West Health & Rehabilitation, Katella Senior Living Community, Monte Vista Lodge,
28 and Monte Vista Village.), predecessors, successors, shareholders, officers, directors, investors,

1 employees, owners, agents, trustees, representatives, administrators, fiduciaries, assigns,
2 subrogees, executors, partners (including but not limited to partners and investors in each and every
3 entity comprising The Goodman Group, LLC and Monte Vista Lodge Limited Partnership or any
4 of their affiliated entities, including and not limited to KTLA Properties Limited Partnership, and
5 communities to which they provide or previously provided management services, including but not
6 limited to Alamitos West Health & Rehabilitation, Katella Senior Living Community, Monte Vista
7 Lodge, and Monte Vista Village), joint ventures and joint venture partners, parents, and subsidiaries
8 (collectively, “Released Parties”) of any and all claims that were alleged in or which could have
9 been alleged in the Action based on the factual allegations in the Operative Complaint, arising
10 between April 1, 2017 and date of Preliminary Settlement Approval in connection with employment
11 by The Goodman Group or by a community managed by The Goodman Group during the period
12 April 1, 2017 through the date of preliminary approval of the Settlement at Alamitos West Health
13 & Rehabilitation and/or at Katella Senior Living Community, or during the period April 1, 2017
14 through the date of April 29, 2021 in connection with employment by Monte Vista at Monte Vista
15 Lodge and/or Monte Vista Village, including claims for Defendants’ alleged failure to pay wages
16 (including, minimum wages, regular wages, overtime wages, and reporting time pay), provide
17 compliant meal and rest periods and associated premium payments (including payment at correct
18 rates), timely pay wages during employment and upon termination, provide compliant wage
19 statements, maintain complete and accurate payroll records, and reimburse necessary business-
20 related expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7,
21 510, 512, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare
22 Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, claims under
23 California Business and Professions Code sections 17200, *et seq.* based on the aforementioned
24 alleged violations, and claims for attorneys’ fees and costs, statutory penalties, and statutory
25 interest in connection therewith (collectively, “Released Class Claims”).

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1 **B. Released as to State of California and PAGA Members.**

2 Upon full funding of the Maximum Settlement Amount and occurrence of the Effective
3 Date, Plaintiff, the State of California, and PAGA Group Members shall waive, release, and
4 discharge Released Parties of any and all claims, actions, and causes of action for civil penalties
5 under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, arising
6 between March 17, 2020 and the date of the Preliminary Settlement Approval, based on the factual
7 allegations and legal theories in the LWDA Letter and the Operative Complaint, for alleged
8 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551,
9 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage
10 Orders, including *inter alia*, Wage Orders 4-2001 and 5- 2001(collectively, “Released PAGA
11 Claims”). A Class Member’s submission of Request for Exclusion shall have no effect on his or
12 her release of the Released PAGA Claims. In other words, even if a Class Member submits a
13 Request for Exclusion, he or she will still be bound by the release set forth in this paragraph.

14 **C. General Release by Plaintiff Only.**

15 In addition to the releases made in Section VII.A-B, Plaintiff makes the additional following
16 general release of all claims, known or unknown. Plaintiff releases the Released Parties from all
17 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,
18 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
19 violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection
20 with Plaintiff’s relationship with Defendants as well as any and all acts or omissions by or on the
21 part of Defendants, excluding only claims that, by law, may not be privately released. (The release
22 set forth in this Section VII.C shall be referred to hereinafter as the “General Release.”)

23 With respect to the General Release, Plaintiff stipulates and agrees that, upon Defendants
24 full funding of the Maximum Settlement Amount and occurrence of the Effective Date, Plaintiff
25 shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law,
26 the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
27 provision under federal or state law, which provides:

28 ///

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

5 This release specifically excludes claims for unemployment insurance, disability, social security,
6 and workers compensation (with the exception of claims arising pursuant to California Labor Code
7 Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are
8 found hereafter to be other than or different from the facts now believed to be true, the release of
9 claims contained herein shall be effective as to all unknown claims.

10 **VIII. MONETARY CONSIDERATION FOR SETTLEMENT**

11 **A. Consideration for This Agreement.**

12 As consideration for this Agreement, Defendants will make a payment that totals the
13 Maximum Settlement Amount of \$1,200,000.00. The payment of the Maximum Settlement
14 Amount represents full and complete settlement of the Action, Released Class Claims, Released
15 PAGA Claims, and General Release as provided herein. The Maximum Settlement Amount
16 includes all Attorneys' Fees to Class Counsel, Litigations Costs to Class Counsel, Administration
17 Costs to the Settlement Administrator, Enhancement Payment to Plaintiff, and PAGA Penalties.
18 Defendants' employer payroll taxes and contributions in connection with the wages portion of the
19 Settlement ("**Employer Taxes**") shall be paid separately and in addition to the Maximum
20 Settlement Amount.

21 **B. Potential Increase to the Settlement Amount.**

22 Defendants represented that there were approximately 73,732 Workweeks during the period
23 from April 1, 2017 through August 1, 2022. If the actual number of Workweeks during this time
24 period is more than 10% higher than 73,732, i.e., there are more than 81,106 Workweeks for the
25 referenced time period ("Workweeks Threshold"), the Maximum Settlement Amount will increase
26 on a *pro rata* basis to the extent the Workweeks Threshold is exceeded. For example, if the
27 Workweeks for the referenced time period exceed the Workweeks Threshold by 1%, then the
28 Maximum Settlement Amount will be increased by 1%.

1 **C. Blow Up Clause.**

2 The Parties and their counsel agree that they will not solicit individuals to opt out of the
3 Class Settlement or to assert or pursue objections to the Class Settlement. However, if more than
4 five percent (5%) of the Class Members submit valid and timely Requests for Exclusion,
5 Defendants shall have the exclusive right to, jointly and unanimously, elect to void the Settlement
6 at their option within fourteen (14) calendar days of notice from the Settlement Administrator that
7 the number of Requests for Exclusion exceeds 5% of the entire Class. If Defendants exercise this
8 right to rescind the Settlement, they shall pay all reasonable settlement administration costs incurred
9 by the Settlement Administrator to that date.

10 **IX. SETTLEMENT ADMINISTRATOR**

11 Plaintiff and Defendant, through their respective counsel, have selected Simpluris, Inc. as a
12 Settlement Administrator to administer the Settlement, which includes but is not limited to
13 distributing and responding to inquiries about the Class Notice, determining the timeliness, validity,
14 and/or completion of any objections, Requests for Exclusion, and/or Workweeks Disputes, and
15 calculating all amounts to be paid from the Net Settlement Amount. Charges and expenses of the
16 Settlement Administrator, estimated to be no more than \$12,000, will be paid from the Maximum
17 Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the
18 allocated \$12,000, will be paid from the Maximum Settlement Amount. If the actual
19 Administration Costs awarded are less than the amount provided herein, the difference will be part
20 of the Net Settlement Amount. The Parties agree that this Agreement may be provided to the
21 Settlement Administrator to effectuate its implementation of the settlement procedures herein.

22 **X. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

23 **A. Notice to the Class.**

24 Plaintiff and Defendants, through their respective attorneys, have jointly prepared the Class
25 Notice, which in substance will be provided to the Class Members as follows:

26 **1.** As soon as practicable following preliminary approval of the Settlement, but
27 no later than twenty-one (21) calendar days after the Preliminary Approval Date, Defendants will
28 provide to the Settlement Administrator the following information for each Class Member: (i) full

1 name; (ii) last known address; (iii) last known telephone number; (iv) the total number of
2 Workweeks worked during the applicable Class Period; (v) number of Workweeks during the
3 PAGA Period; (vi) total number of Workweeks during the period April 1, 2017 through August 1,
4 2022; (vii) Social Security number; and (viii) last known email address (collectively, "Class List").
5 Defendants further agree to consult with the Settlement Administrator prior to the production date
6 to ensure that the format will be acceptable to the Settlement Administrator.

7 2. The Settlement Administrator shall run all the addresses provided through
8 the United States Postal Service National Change of Address database (which provides updated
9 addresses for any individual who has moved in the previous four years who has notified the U.S.
10 Postal Service of a forwarding address) to obtain current address information, and shall mail the
11 Class Notice to the Class Members via first-class U.S. Mail using the most current mailing address
12 information available, within ten (10) calendar days of the receipt of the Class List from
13 Defendants.

14 3. The Class Notice will include information regarding the nature of the Action;
15 a summary of the terms of the Settlement; the definition of the Class; a statement that the Court has
16 preliminarily approved the Settlement; the nature and scope of the claims being released; the
17 procedure and time period for objecting to the Class Settlement, the date and location of the Final
18 Approval Hearing; information regarding the procedure for opting out of the Class Settlement; the
19 number of Workweeks credited to each Class Member and the procedure for disputing the number
20 of Workweeks credited; and the estimated Individual Settlement Payment for the Class Member.

21 4. If a Class Notice is returned as undeliverable within thirty (30) calendar days
22 after the initial mailing, without a forwarding address, the Settlement Administrator will perform a
23 skip trace in an attempt to locate a more current address within three (3) business days of receipt of
24 the returned mail. If the Settlement Administrator is successful in locating an updated address, it
25 will re-mail the Class Notice to the Class Member as soon as possible. If a Class Notice returned
26 as undeliverable within thirty (30) calendar days after the initial mailing, with a forwarding address,
27 the Settlement Administrator shall re-mail the Class Notice to the forwarding address affixed
28 thereto within three (3) business days of receipt.

1 5. Class Members will be given forty-five (45) calendar days after the Class
2 Notice is initially mailed to the Class Members, to submit Workweeks Disputes, Requests for
3 Exclusion, and/or written objections (“Response Deadline”). With respect to any Class Notice that
4 is re-mailed, the Response Deadline for the Class Member whose Class Notice is re-mailed will be
5 extended an additional fifteen (15) calendar days from the original Response Deadline.

6 6. No later than twenty-five (25) calendar days before the Final Approval
7 Hearing, the Settlement Administrator shall provide counsel for Defendants and Class Counsel with
8 a declaration attesting to the completion of the settlement notice administration process, including
9 the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class
10 Notices, as well as the number of Workweeks Disputes, Requests for Exclusion, and objections
11 received.

12 **B. Objections.**

13 1. Class Members who do not submit a Request for Exclusion may object to
14 the Class Settlement. Only those Class Members who do not submit a Request for Exclusion shall
15 be considered Participating Settlement Class Members. To object to the Class Settlement, a
16 Participating Settlement Class Member may send a written objection to the Settlement
17 Administrator or appear at the Final Approval Hearing whether or not they have submitted a written
18 objection to the Class Settlement. The Participating Settlement Class Member may appear
19 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to
20 present his or her objection directly to the Court. However, any attorney who will represent an
21 objector must file a notice of appearance with the Court and serve Class Counsel and Defendants’
22 Counsel with the notice of appearance no later than the Response Deadline. A written objection to
23 the Class Settlement must: (i) contain the case name and number of the Action; (ii) contain the
24 Participating Settlement Class Member’s full name, address, telephone number, signature, and last
25 four digits of his or her Social Security number; (iii) clearly state the grounds for the objection to
26 the Class Settlement; (iv) state whether the Participating Settlement Class Member intends to
27 appear at the Final Approval Hearing; and (v) be mailed to the Settlement Administrator,
28 postmarked no later than the Response Deadline. The Class Notice shall contain instructions on

1 how to object to the Class Settlement.

2 2. The date of mailing of the Class Notice to the objecting Settlement Class
3 Member shall be conclusively determined according to the records of the Settlement Administrator.
4 The Court retains final authority with respect to the consideration and admissibility of any
5 objections to the Class Settlement from Participating Settlement Class Members.

6 3. If a Class Member objects to the Class Settlement, the Class Member will
7 remain a Participating Settlement Class Member and if the Court grants final approval of the
8 Settlement, the Participating Settlement Class Member will be bound by the terms of the Class
9 Settlement in the same way and to the same extent as a Participating Settlement Class Member who
10 does not object to the Class Settlement.

11 **C. Opportunity to Be Excluded from the Class Settlement and Defendants' Opt-**
12 **Out Threshold.**

13 1. In order for any Class Member to validly exclude himself or herself from the
14 Class Settlement (i.e., to validly opt out of the Class Settlement), a written request for exclusion
15 from the Class Settlement ("Request for Exclusion") must: (i) contain the case name and number
16 of the Action; (ii) contain the Class Member's full name, address, telephone number, and last four
17 digits of his or her Social Security number; (iii) be signed by the Class Member or his or her
18 authorized representative; (iv) contain a clear statement that the Class Member requests to be
19 excluded from the Class Settlement; and (v) be sent to the Settlement Administrator, postmarked
20 by no later than the Response Deadline. The Class Notice shall contain instructions on how to opt
21 out.

22 2. The date of the initial mailing of the Class Notice, and the date the signed
23 Request for Exclusion was postmarked, shall be conclusively determined according to the records
24 of the Settlement Administrator.

25 3. Any Class Member who timely and validly submits a Request for Exclusion
26 will not be entitled to an Individual Settlement Payment, will not be bound by the Class Settlement,
27 and will not have any right to object, appeal, or comment thereon.

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1 4. Any Class Member who does not submit a timely and valid Request for
2 Exclusion to the Settlement Administrator will be deemed bound to the Class Settlement in
3 accordance with this Settlement. All PAGA Group Members shall be bound to the PAGA
4 Settlement regardless of their decision to participate in the Class Settlement.

5 5. In the event that five percent (5%) or more of the Class Members exercise
6 their right to exclude themselves and opt out of the Class Settlement, Defendants retain the
7 exclusive right, but not the obligation, to jointly and unanimously elect to withdraw from and
8 terminate the Settlement and return all Parties back to their same position before the Settlement
9 was reached and the Settlement Agreement was entered into. In the event that Defendants exercise
10 such right under this Section, Plaintiff and Defendants shall resume the Action. Defendants must
11 notify Class Counsel and the Court in writing of such a joint and unanimous election to withdraw
12 and terminate the Settlement no later than five (5) business days after receiving written notice from
13 the Settlement Administrator that the number of opt outs exceed 5% of the Class. In the event of
14 Defendants' withdrawal, no Party may use the fact that the Parties agreed to the Settlement for any
15 reason, and Defendants shall pay all administration expenses incurred through the date of its
16 termination of the Settlement.

17 **D. Cooperation.**

18 The Parties and their respective counsel agree not to encourage members of the Class to opt
19 out of the Class Settlement or to object to the Class Settlement, directly or indirectly, through any
20 means. However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms
21 of the Settlement and the Class Member's options with respect to the Settlement.

22 **XI. WORKWEEKS DISPUTE PROCEDURE**

23 **A.** Defendants will calculate each Class Member's individual Workweeks during the
24 Class Period and during the PAGA Period, and include this information in the Class List, and this
25 information in turn will be used by the Settlement Administrator to calculate payments under the
26 Settlement and this information will also be conveyed in the Class Notice to each Class Member,
27 subject to the terms and procedures set forth in this Agreement. If a Class Member and/or PAGA
28 Group Member disputes the number of Workweeks credited to him or her for the Class Period

1 and/or PAGA Period, which will be set forth in the Class Notice, he or she must submit a written
2 dispute (“Workweeks Dispute”) that: (i) contains the case name and number of the Action; (ii)
3 contains the Class Member’s full name, address, telephone number, signature, and last four digits
4 of his or her Social Security number; (iii) contains a statement setting forth the number of
5 Workweeks during the Class Period and/or PAGA Period that he or she contends is correct and
6 attaches any relevant documentation in support thereof; and (iv) is submitted to the Settlement
7 Administrator by mail, postmarked no later than the Response Deadline.

8 **B.** Upon timely receipt of any such challenge, the Settlement Administrator, in
9 consultation with Class Counsel and Defendants’ Counsel, will review the pertinent records
10 showing the dates the Class Member worked for Defendants in California and the number of
11 Workweeks worked, which records Defendants agree to make available to the Settlement
12 Administrator and Class Counsel.

13 **C.** After consulting with Class Counsel and Defendants’ Counsel, the Settlement
14 Administrator shall compute the number of Workweeks to be used in computing the Class
15 Member’s *pro rata* share of the Net Settlement Amount and, if applicable, the PAGA Group
16 Members’ *pro rata* share of the Employee PAGA Amount. In the event that there is a disparity
17 between the number of Workweeks a Class Member claims he or she worked during the Class
18 Period and/or number of Workweeks a PAGA Group Member claims he or she worked during
19 PAGA Period and the number of Workweeks indicated by Defendants’ records, Defendants’
20 records will control unless inconsistent with facts demonstrated by documents provided by the
21 Class Member and/or PAGA Group Member. The Settlement Administrator’s decision as to the
22 number of Workweeks to be credited to a Class Member and/or PAGA Group Member shall be
23 final and non-appealable. The Settlement Administrator shall send written notice of the decision
24 on any such dispute to the Class Member and/or PAGA Group Member, to Class Counsel, and
25 Defendants’ Counsel within ten (10) calendar days of receipt of the Workweeks Dispute.

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1 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

2 **A. Formula for Calculating Individual Settlement Payments.**

3 Each Participating Settlement Class Member's Individual Settlement Payment will be
4 determined as follows:

5 1. The Settlement Administrator will divide the Net Settlement Amount by the
6 total number of Workweeks of all Participating Settlement Class Members ("Class Workweek Point
7 Value"), and each Participating Settlement Class Member's individual Workweeks will be
8 multiplied by the Class Workweek Point Value to arrive at his or her Individual Settlement
9 Payment.

10 2. Individual Settlement Payments for each Participating Settlement Class
11 Member will be reduced by any required legal deductions for the employee's share of taxes and
12 withholdings on the wages portion of the Individual Settlement Payments.

13 **B. Formula for Calculating Individual PAGA Payments.**

14 Each PAGA Group Member's Individual PAGA Payment will be determined as follows:
15 The Settlement Administrator will divide the Employee PAGA Amount by the total number of
16 PAGA Workweeks of all PAGA Group Members ("PAGA Workweek Point Value"), and each
17 PAGA Group Member's individual PAGA Workweeks will be multiplied by the PAGA Workweek
18 Point Value to arrive at his or her Individual PAGA Payment.

19 **C. Funding of Settlement and Time for Distribution.**

20 1. Within twenty-one (21) calendar days following the Effective Date,
21 Defendants will fully fund the Maximum Settlement Amount and Employer Taxes into an interest-
22 bearing account established by the Settlement Administrator for administration of the Settlement.

23 2. Within fourteen (14) calendar days of receipt of the Maximum Settlement
24 Amount and Employer Taxes, the Settlement Administrator shall distribute: (i) the Individual
25 Settlement Payments to Participating Settlement Class Members; (ii) the Individual PAGA
26 Payments to PAGA Group Members; (iii) payment to Plaintiff of the Court-approved Enhancement
27 Payment; (iv) payment to the LWDA of the LWDA Payment; (v) payment of Court-approved
28 Litigation Costs to Class Counsel; and (vi) payment of Court-approved Settlement Administration

Costs to the Settlement Administrator.

3. If an Individual Settlement Payment and/or Individual PAGA Payment check is returned to the Settlement Administrator as undeliverable within thirty (30) calendar days of the mailing of the check, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable).

4. Any checks issued by the Settlement Administrator to Participating Settlement Class Members and PAGA Group Members will be valid and negotiable for one hundred and eighty (180) days after issuance, and thereafter, the checks will be cancelled. The funds remaining and associated with cancelled Individual Settlement Payment and/or Individual PAGA Payment checks will be paid to the Legal Aid Society of San Diego, after the Court enters an order approving the parties' stipulation to amend the judgment, which Parties shall prepare and file in accordance with California Code of Civil Procedure section 384.5, *et seq.* The Parties each represent that they do not have any financial interest in the Legal Aid Society of San Diego or otherwise have a relationship with this entity that could create a conflict of interest.

XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN

The amounts paid under the Settlement do not represent a modification of any previously credited hours of service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, Defendants' benefit plans (self-insured or not), policies or bonus programs. Any payments made under the terms of this Settlement shall not be applied retroactively, currently or on a going forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendants' benefit plans, policies, or bonus programs. Defendants retain the right to modify the language of their benefit plan, policies and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as

defined by applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel will seek an amount up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$420,000, if the Maximum Settlement Amount is \$1,200,000) for all past and future attorneys' fees necessary to prosecute and settle the Action ("Attorneys' Fees"). Additionally, Class Counsel will seek an amount up to twenty five thousand dollars (\$25,000) for all past and future litigation costs and expenses in connection with the Action ("Litigation Costs"). Any Attorneys' Fees or Litigation Costs awarded to Class Counsel by the Court as part of the Settlement shall be deducted from the Maximum Settlement Amount for the purpose of determining the Net Settlement Amount. The "future" aspect of these amounts includes, without limitation, all time and expenses expended by Class Counsel in implementing the Settlement and securing preliminary and final approval (including any appeals therein). There will be no additional consideration paid by Defendants for such work. Should the Court approve a lesser percentage or amount of Attorneys' Fees and/or Litigation Costs than the amount provided for herein, then any such unapproved portion or portions shall be part of the Net Settlement Amount to be distributed to Participating Settlement Class Members on a *pro rata* basis.

XV. ENHANCEMENT PAYMENT TO PLAINTIFF

Defendants shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive an amount in excess of \$7,500.00 for his participation in and assistance with the Action ("Enhancement Payment"). Any Enhancement Payment awarded to Plaintiff by the Court as part of the Settlement shall be deducted from the Maximum Settlement Amount for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves an Enhancement Payment of less than \$7,500.00 to Plaintiff, then the unapproved portion or portions shall be part of the Net Settlement Amount to be distributed to Participating Settlement Class Members on a *pro rata* basis.

///

1 **XVI. TAXATION AND ALLOCATION**

2 **A.** The Parties agree that all employees' share of employment taxes and other legally
3 required withholdings will be withheld from payments to the Participating Settlement Class
4 Members and Plaintiff based on the Parties' stipulated allocation of the Net Settlement Amount as
5 provided for in this Section.

6 **B.** The Individual Settlement Payments to Participating Settlement Class Members
7 shall be deemed twenty percent (20%) wages (which will be reported on IRS Form W-2) and eighty
8 percent (80%) penalties, interest, and non-wage damages (which will be reported on IRS Form
9 1099, if required).

10 **C.** The Individual PAGA Payments to PAGA Group Members shall be deemed one
11 hundred percent (100%) penalties.

12 **D.** The employer's share of payroll taxes and contributions on the wages portion of
13 Individual Settlement Payments (i.e., Employer Taxes) will be paid by Defendants in addition to,
14 and not as a deduction from, the Maximum Settlement Amount.

15 **XVII. PAGA ALLOCATION AND SETTLEMENT**

16 In order to implement the terms of this Settlement and to settle claims alleged under the
17 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
18 allocate \$100,000 from the Maximum Settlement Amount as penalties authorized by the PAGA
19 ("PAGA Penalties"). Seventy-five percent (75%), which is \$75,000.00 of the PAGA Penalties (i.e.,
20 the LWDA Payment), will be distributed to the LWDA and twenty-five percent (25%), which is
21 \$25,000.00 of the PAGA Penalties (i.e., the Employee PAGA Amount), will be distributed on a
22 *pro-rata* basis to the PAGA Group Members. Plaintiff's Counsel will provide notice to the LWDA
23 of the fact that the Settlement has been approved by the Court along with a copy of the Final
24 Approval Order through the appropriate LWDA/DIR website. PAGA Group Members will be
25 issued their Individual PAGA Payments, and bound to the PAGA Settlement, regardless of their
26 decision to seek exclusion from the Class Settlement.

27 ///

28 ///

1 **XVIII. COURT APPROVAL**

2 **A.** This Agreement and the Settlement is contingent upon final approval by the Court
3 and entry of judgment. Plaintiff and Defendants agree to take all steps as may be reasonably
4 necessary to secure both preliminary approval and final approval of the Settlement, to the extent
5 not inconsistent with the terms of this Agreement, and will not take any action adverse to each other
6 in obtaining approval by the Court, and, if necessary, appellate approval, of the Settlement in all
7 respects. Plaintiff and Defendants expressly agree that they will not file any objection to the terms
8 of the Settlement or assist or encourage any person or entity to file any such objection.

9 **XIX. MISCELLANEOUS PROVISIONS**

10 **A. Interim Stay of Litigation.**

11 Plaintiff and Defendants agree to the stay of all proceedings in the Action, including with
12 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary
13 to implement and complete the Settlement, pending final approval of the Settlement by the Court.

14 **B. Interpretation of the Agreement.**

15 This Agreement constitutes the entire agreement between Plaintiff and Defendants on the
16 subject of settlement of the Action, Released Class Claims, and Released PAGA Claims. Except
17 as expressly provided herein, this Agreement has not been executed in reliance upon any other
18 written or oral representations or terms, and no such extrinsic oral or written representations or
19 terms shall modify, vary from or contradict its terms. In entering into this Agreement, the Parties
20 agree that this Agreement is to be construed according to its terms and may not be varied or
21 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
22 of the State of California, both in its procedural and substantive aspects, without regard to its
23 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject
24 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California
25 for the County of San Diego, and Plaintiff and Defendants hereby consent to the personal
26 jurisdiction of the Court over them solely in connection therewith. Plaintiff, on his own behalf, on
27 behalf of the Class, and on behalf of the State of California with respect to PAGA Group Members
28 pursuant to PAGA, and Defendants participated in the negotiation and drafting of this Agreement

1 and had available to them the advice and assistance of independent counsel. As such, neither
2 Plaintiff nor Defendants may claim that any ambiguity in this Agreement should be construed
3 against the other.

4 **C. Further Cooperation.**

5 Plaintiff and Defendants and their respective attorneys shall proceed diligently to prepare
6 and execute all documents, to seek the necessary approvals from the Court in the Action, and to do
7 all things reasonably necessary or convenient to consummate the Agreement as expeditiously as
8 possible.

9 **D. Confidentiality of Documents and Information.**

10 Plaintiff, the Settlement Administrator, and Class Counsel shall maintain the confidentiality
11 of all documents and other information obtained in the Action that were specifically designated as
12 confidential at the time they were produced (formally or informally) in the Action, unless ordered
13 to be disclosed by the Court or by a subpoena.

14 **E. Limitation on Publicity.**

15 Plaintiff and Class Counsel will not make any public disclosure of the Settlement or
16 discuss the Settlement with anyone other than those necessary to effectuate the filing of the
17 motion for preliminary approval, until after the motion for preliminary approval is filed. Class
18 Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to
19 adhere to, the restriction against any public disclosure of the Settlement until after the motion for
20 preliminary approval is filed. Prior to and following preliminary approval of the Settlement,
21 Plaintiff and Class Counsel will not have any communications with any media other than to direct
22 any media inquiries to the public records of the Action on file with the Court and will not
23 publicize the Settlement, including on social media. Class Counsel will take all steps necessary
24 to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any
25 media comment on the Settlement and its terms. Class Counsel further agrees not to use the
26 Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will
27 restrict Class Counsel from including publicly available information regarding the Settlement in
28 future judicial submissions regarding Class Counsel's qualifications and experience.

1 Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be
2 made to the LWDA in conformity with PAGA, and may discuss publicly available information
3 regarding the Settlement with Class Members in the event that Class Members contact them with
4 inquiries about their rights under the Settlement.

5 **F. Neutral Employment Reference.**

6 Defendants agree that they will adopt a neutral reporting policy regarding any future
7 employment references related to Plaintiff. In the event that any potential or future employers of
8 Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only
9 provide the requested Plaintiff's dates of employment and job titles during employment.
10 Defendants shall not refer to the Action or the Settlement.

11 **G. Counterparts.**

12 The Agreement may be executed in one or more actual or non-original counterparts, either
13 through a physical original, facsimile, electronic, or e-mail signature, all of which will be
14 considered one and the same instrument and all of which will be considered duplicate originals.

15 **H. Authority.**

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

18 **I. Modification.**

19 Before this Agreement has been submitted to the Court in connection with seeking
20 preliminary approval of the Settlement, it may not be changed, altered, or modified, except in a
21 writing signed by the counsel for the Parties. After this Agreement has been submitted to the Court
22 in connection with seeking preliminary approval of the Settlement, it may not be changed, altered,
23 or modified, except in a writing signed by the counsel for the Parties, subject to approval by the
24 Court.

25 **J. Deadlines Falling on Weekends or Holidays.**

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

28 ///

1 **K. Binding on Successors and Assigns.**

2 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
3 or assigns of the Parties hereto, as previously defined.

4 **L. Waiver.**

5 No waiver of any condition or covenant contained in this Settlement Agreement or failure
6 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
7 a further waiver by such party of the same or any other condition, covenant, right or remedy.

8 **M. Binding Agreement.**

9 The Parties warrant that they understand and have full authority to enter into the Settlement,
10 and further intend that this Agreement will be fully enforceable and binding on all Parties subject
11 to Court approval, and agree that it will be admissible and subject to disclosure in any proceeding
12 to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might
13 apply under federal or state law.

14 **IT IS SO AGREED:**

15
16 Date: 11/01/2022, 2022

Electronically Signed 2022-11-01 18:10:50 UTC - 174.65.91.108
Nintex AssureSign® 3f0d4415-3ab6-4488-923d-af400127b9eb_

Joseph Ocasio, *Plaintiff*

17
18
19
20 Date: _____, 2022

The Goodman Group, LLC, *Defendant*

Name:

Position:

21
22
23
24 Date: _____, 2022

Monte Vista Lodge Limited Partnership,
Defendant

Name:

Position:

1 **APPROVED AS TO FORM:**

2 Date: 11/01/2022, 2022

LAWYERS for JUSTICE, PC

3
4 

5
6 Edwin Aiwanian
7 *Attorneys for Plaintiff and Proposed Class*
8 Counsel

9 Date: _____, 2022

NILAN JOHNSON LEWIS PA

10
11 _____
12 Pablo Orozco
13 *Attorneys for Defendants*

14 Date: _____, 2022

GBG LLP

15
16 _____
17 Elizabeth A. Brown
18 Amanda Osowski
19 *Attorneys for Defendants*

1 **K. Binding on Successors and Assigns.**

2 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
3 or assigns of the Parties hereto, as previously defined.

4 **L. Waiver.**

5 No waiver of any condition or covenant contained in this Settlement Agreement or failure
6 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
7 a further waiver by such party of the same or any other condition, covenant, right or remedy.

8 **M. Binding Agreement.**

9 The Parties warrant that they understand and have full authority to enter into the Settlement,
10 and further intend that this Agreement will be fully enforceable and binding on all Parties subject
11 to Court approval, and agree that it will be admissible and subject to disclosure in any proceeding
12 to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might
13 apply under federal or state law.

14 **IT IS SO AGREED:**

15
16 Date: _____, 2022

17 _____
18 Joseph Ocasio, *Plaintiff*

19
20 Date: November 1, 2022

21 _____
22 The Goodman Group, LLC, *Defendant*

23 Name: Craig Edmeyer
24 Position: CEO

25 Date: November 1, 2022

26 _____
27 Monte Vista Lodge Limited Partnership,
28 *Defendant*

 Name: Randall Benson
 Position: Treasurer of General Partner

1 **APPROVED AS TO FORM:**

2 Date: _____, 2022

LAWYERS *for* JUSTICE, PC

3
4
5 _____
6 Edwin Aiwazian
7 *Attorneys for* Plaintiff and Proposed Class
8 Counsel

9 Date: 10/31 _____, 2022

NILAN JOHNSON LEWIS PA

10
11 DocuSigned by:
12 *Pablo Orozco*
13 _____
14 Pablo Orozco E552946F9CBA42E...
15 *Attorneys for* Defendants

16 Date: November 1 _____, 2022

GBG LLP

17
18 
19 _____
20 Elizabeth A. Brown
21 Amanda Osowski
22 *Attorneys for* Defendants

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Joseph Ocasio v. The Goodman Group LLC, et al.

Superior Court of California for the County of San Diego, Case No. 37-2021-00014215-CU-OE-CTL

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Joseph Ocasio ("Plaintiff") and Defendants The Goodman Group, LLC and Monte Vista Lodge Limited Partnership (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Joseph Ocasio v. The Goodman Group LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00014215-CU-OE-CTL (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for The Goodman Group, LLC and KTLA Properties Limited Partnership, at facilities known as Alamitos West Health & Rehabilitation and/or at Katella Senior Living Community, at any time during the period April 1, 2017 through August 31, 2022, or who worked for Monte Vista Lodge Limited Partnership at any time during the period April 1, 2017 through April 29, 2021, in the State of California, at facilities known as Monte Vista Lodge and Monte Vista Village.

"Class Member" means a member of the Class.

"Class Period" means the following periods:

- For Class Members employed by The Goodman Group: the period from April 1, 2017 through August 31, 2022.
- For Class Members employed by Monte Vista: the period from April 1, 2017 to April 29, 2021.

"Class Settlement" means the settlement and release of Released Class Claims (described in Section III.D below).

"PAGA Group Members" means all current and former hourly-paid or non-exempt employees who worked for Defendants within the State of California at any time during the PAGA Period.

"PAGA Period" means the following periods:

- For PAGA Group Members employed by The Goodman Group: the period from March 17, 2020 through August 31, 2022.
- For PAGA Group Members employed by Monte Vista: the period from March 17, 2020 through April 29, 2021.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

II. BACKGROUND OF THE ACTION

On March 17, 2021, Plaintiff provided written notice by online submission to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific provisions of the California Labor Code that were violated ("LWDA Letter"). On April 1, 2021, Plaintiff filed a Class Action Complaint for Damages in the San Diego County Superior Court, Case No. 37-2021-00014215-CU-OE-CTL. On May 21, 2021, Plaintiff filed a First Amended Class Action

Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”). The Operative Complaint alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premium payments, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, maintain complete and accurate payroll records, reimburse necessary business-related expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in a mediation session with a respected mediator of complex wage and hour actions, and with the assistance of the mediator’s evaluations, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Joseph Ocasio as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian, Esq.
Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Group Member, you do not need to take any action to receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Group Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members and PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Million Two Hundred Thousand Dollars (\$1,200,000.00) (the “Maximum Settlement Amount”), subject to possible increase if it is determined that the number of Workweeks exceed a predetermined threshold. The portion of the Maximum Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Maximum Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Maximum Settlement Amount (i.e., \$420,000.00 if the Maximum Settlement Amount is \$1,200,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff for his services in the Action; (3) Administration Costs in an amount not to exceed Twelve Thousand Dollars (\$12,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA

Penalties will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$25,000.00) will be distributed to PAGA Group Members (“Employee PAGA Amount”).

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks that a Class Member worked for Defendants at facilities known as Alamitos West Health & Rehabilitation, Monte Vista Lodge, Monte Vista Village, and/or Katella Senior Living Community as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Point Value”) and multiplied each Class Member’s individual Workweeks by the Class Workweek Point Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below).

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Participating Settlement Class Members (i.e., Class Members who do not submit a timely and valid Request for Exclusion) will be issued the net payment of their Individual Settlement Payment, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment. The employer’s share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments (“Employer Taxes”) will be paid by Defendants separately and in addition to the Maximum Settlement Amount.

PAGA Group Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount (“Individual PAGA Payment”), based on the number of Workweeks each PAGA Group Member worked during the PAGA Period. The Settlement Administrator has divided the Employee PAGA Amount by the total number of Workweeks worked by all PAGA Group Members during the PAGA Period (“PAGA Workweek Point Value”) and multiplied each PAGA Group Member’s individual number of Workweeks worked during the PAGA Period by the PAGA Workweek Point Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

For Class Members employed by The Goodman Group, for the period from April 1, 2017 through August 31, 2022, you are credited as having worked [REDACTED] Workweeks.

For Class Members employed by Monte Vista, for the period from April 1, 2017 through April 29, 2021, you are credited as having worked [REDACTED] Workweeks.

For PAGA Group Members employed by The Goodman Group, for the period from March 17, 2020 through August 31, 2022, you are credited as having worked [REDACTED] Workweeks.

For PAGA Group Members employed by Monte Vista, for the period from March 17, 2020 through April 29, 2021 (i.e., PAGA Period), you are credited as having worked [REDACTED] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute (“Workweeks Dispute”) that: (i) contains the case name and number of the Action (*Joseph Ocasio v. The Goodman Group LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00014215-CU-OE-CTL); (ii) contains your full name, address, telephone number, signature, and last four digits of your Social Security number; (iii) contains a statement setting forth the number of Workweeks during the Class Period and/or PAGA Period that you contend is correct and attaches any relevant

documentation in support thereof; and (iv) is submitted to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[REDACTED].

The settlement approval process may take multiple months. Your Individual Settlement Payment and/or Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment (if applicable) may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon full funding of the Maximum Settlement Amount and occurrence of the Effective Date, Plaintiff and all Participating Settlement Class Members shall waive, release, and discharge the Released Parties from the Released Class Claims.

Upon full funding of the Maximum Settlement Amount and occurrence of the Effective Date, Plaintiff, the State of California, and PAGA Group Members shall waive, release, and discharge Released Parties of the Released PAGA Claims.

“Released Class Claims” means any and all claims that were alleged in or which could have been alleged in the Action based on the factual allegations in the Operative Complaint, arising between April 1, 2017 and date of Preliminary Settlement Approval in connection with employment by The Goodman Group or by a community managed by The Goodman Group during the period April 1, 2017 through the date of preliminary approval of the Settlement at Alamitos West Health & Rehabilitation and/or at Katella Senior Living Community, or during the period April 1, 2017 through the date of April 29, 2021 in connection with employment by Monte Vista at Monte Vista Lodge and/or Monte Vista Village, including claims, for Defendants’ alleged failure to pay wages (including, minimum wages, regular wages, overtime wages, and reporting time pay), provide compliant meal and rest periods and associated premium payments (including payment at correct rates), timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses, in violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001, claims under California Business and Professions Code sections 17200, et seq. based on the aforementioned alleged violations, and claims for attorneys’ fees and costs, statutory penalties, and statutory interest in connection therewith.

“Released PAGA Claims” means any and all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising between March 17, 2020 and the date of the Preliminary Settlement Approval, based on the factual allegations and legal theories in the LWDA Letter and the Operative Complaint, for 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.

“Released Parties” means Defendants, and all of their divisions, managed communities, affiliates (including but not limited to Alamitos West Health & Rehabilitation, Katella Senior Living Community, Monte Vista Lodge, and Monte Vista Village.), predecessors, successors, shareholders, officers, directors, investors, employees, owners, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners (including but not limited to partners and investors in each and every entity comprising The Goodman Group, LLC and Monte Vista Lodge Limited Partnership or any of their affiliated entities, including and not limited to KTLA Properties Limited Partnership, and communities to which they provide or previously provided management services, including but not limited to Alamitos West Health &

Rehabilitation, Katella Senior Living Community, Monte Vista Lodge, and Monte Vista Village), joint ventures and joint venture partners, parents, and subsidiaries.

“The Goodman Group” means defendant The Goodman Group, LLC as well as all of its affiliated entities, including but not limited to KTLA Properties Limited Partnership, and communities to which it provides or previously provided management services, including but not limited to Alamitos West Health & Rehabilitation, Katella Senior Living Community, Monte Vista Lodge, and Monte Vista Village.

“Monte Vista” means defendant Monte Vista Lodge Limited Partnership.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty five percent (35%) of the Maximum Settlement Amount (i.e., an amount of up to \$420,000.00 if the Maximum Settlement Amount is \$1,200,000.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Five Thousand Dollars (\$25,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) (“Enhancement Payment”), in recognition of his effort and work in prosecuting the Action. The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twelve Thousand Dollars (\$12,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

If you are a PAGA Group Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Group Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for their own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must submit a written request for exclusion from the Class

Settlement (“Request for Exclusion”), which must: (i) contain the case name and number of the Action (*Joseph Ocasio v. The Goodman Group LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00014215-CU-OE-CTL); (ii) contain your full name, address, telephone number, and last four digits of your Social Security number; (iii) be signed by you or your authorized representative; (iv) contain a clear statement that you request to be excluded from the Class Settlement; and (v) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and validly Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Participating Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Group Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection, which must: (i) contain the case name and number of the Action (*Joseph Ocasio v. The Goodman Group LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00014215-CU-OE-CTL); (ii) contain your full name, address, telephone number, signature, and last four digits of your Social Security number; (iii) clearly state the grounds for the objection to the Class Settlement; (iv) state whether you intend to appear at the Final Approval Hearing; and (v) be mailed to the Settlement Administrator at the address listed in Section IV.B. above, postmarked **no later than [Response Deadline]**.

You may also present your objection orally at the Final Approval Hearing, whether or not you have submitted a written objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department C-72 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

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

Please visit the Court’s website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.sdcourt.ca.gov/>. You can find information regarding appearing remotely online at: <https://www.sdcourt.ca.gov/virtualhearings>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Action for a fee by visiting the civil clerk’s office, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, during business hours. The documents filed in the Action can also be accessed online at the San Diego Superior Court’s website, known as the “Register of Actions,” by visiting the following website:

https://roa.sdcourt.ca.gov/roa/?_cf_chl_tk=i0N06zi0ClA5Mobwzz5.6Cy7LL3Cplu3TneC0iwhEvo-1665696322-0-

[gaNycGzNC1E](#)

After navigating to the San Diego Superior Court's Register of Actions website and clicking on "Accept Terms," answer the security question, enter the year '2021' in the box provided, then enter Case Number '00014215' in the box provided, and click "Search". Thereafter, you should be able to view documents filed in the case which have been imaged by the Court and information that has been made available by the Court, for free or at a minimal charge.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.