

Arby Aiwarzian (SBN 269827)
Ryan Slinger (SBN 326399)
Alborz Javaheri (SBN 364246)
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

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

Plaintiff,

vs.

SALUS HEALTHCARE, LLC, a California
limited liability company; ASPEN
HEALTHCARE CORPORATION, an
unknown business entity, SALUS
HOSPICE, LLC, a California limited
liability company; SALUS HOME
HEALTH, an unknown business entity, and
DOES 1 through 100, inclusive,

Defendants.

LADONIA WHITE, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

LOS ANGELES HOMECARE LLC, a
California limited liability company;
SALUS HOME HEALTH AND HOSPICE,
INC., a California corporation, SALUS
HEALTHCARE, LLC, a California limited
liability company; SALUS HOMECARE
LLC, an unknown business entity, MARK
MORTENSEN, an individual; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 30-2021-01213154-CU-OE-CXC
[Consolidated with Case No. 30-2024-
01436416-CU-OE-CXC]

Honorable Layne H. Melzer
Department CX-102

**DECLARATION OF RYAN SLINGER IN
SUPPORT OF PLAINTIFFS' MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE, AWARD OF
ATTORNEYS' FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Reservation ID: 74821145
Date: August 13, 2026
Time: 2:00 p.m.
Department: CX-102

Lewis Action Filed: July 27, 2021
White Action Filed: October 30, 2024
Trial Date: None Set

**DECLARATION OF RYAN SLINGER IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF
ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION
COSTS**

DECLARATION OF RYAN SLINGER

I, Ryan Slinger, 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 Plaintiffs Ciara Lewis and Ladonia White (together, the “Plaintiffs”). 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.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, 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, Lawyers *for* Justice, PC is the attorney of record in well 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. Lawyers *for* Justice, PC 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.

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 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard

University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he 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. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative

1 action cases, taking the lead in taking and defending depositions, arguing motions, and attending
2 mediations. He has played an integral role in preparing matters for class certification, including
3 and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles
4 County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles
5 County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda
6 County Superior Court Case No. RG13680477). Under his supervision, dozens of class action
7 or representative action cases have resulted in settlements that have been granted court approval,
8 including and not limited to, those listed in paragraph 7 herein. He has handled over one hundred
9 and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or
10 representative action cases which have resulted in settlement.

11 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
12 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
13 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
14 Georgetown University Law Center in 2010. She is admitted to practice in California (since
15 2010) and in New York (since 2013), and she is admitted to practice in all U.S. District Courts
16 in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S.
17 Supreme Court. She has taken and defended dozens of depositions and successfully handled
18 motion practice in class action cases regarding discovery (including and not limited to, regarding
19 class contact information), class certification (both contested class certification and stipulated
20 class certification), arbitration agreements, coordination, and intervention. She has successfully
21 handled briefing and oral argument on appeal and obtained notable decisions regarding the
22 Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v.*
23 *Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal.,
24 May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175
25 (2019). She has significant experience with class actions, including and not limited to working
26 on cases to obtain class certification through contested motion practice and working on cases in
27 the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and
28

1 pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified
2 class consisting of approximately 2,600 individuals). She also has extensive experience with
3 class action and/or representative action settlements, and she has handled this process in over
4 three hundred (300) cases. Under her, Edwin Aiwasian and Arby Aiwasian's supervision,
5 Lawyers *for* Justice, PC has handled the class certification and court approval process for
6 hundreds of class action and/or representative action matters that have successfully resolved.
7 She is a member of the California Employment Lawyers Association and, on several occasions,
8 she has been a speaker regarding topics in wage and hour law at the organization's continuing
9 legal education events.

10 6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree
11 from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law
12 School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice
13 before all courts of the State of California. I have worked on many wage-and-hour class action
14 and PAGA representative cases, and my work on these cases has included preparing pleadings
15 and motions, making court appearances, drafting and finalizing settlement agreements.

16 THE LAWSUIT

17 7. Defendants offer non-medical homecare, home health, palliative care, and hospice
18 services. Plaintiff Lewis is a former employee of Defendant Salus Healthcare, LLC and Plaintiff White
19 is a present employee of Defendant Salus Homecare LLC (who along with Aspen Healthcare
20 Corporation, Salus Hospice, LLC, Salus Home Health, Los Angeles Homecare, LLC, Salus
21 Home Health and Hospice, Inc., Salus Homecare, and Mark Mortensen are collectively referred
22 to as the "Defendants").

23 8. Plaintiffs have satisfied the prerequisites under California Labor Code section
24 2699.3(a), including, and not limited to, providing the California Labor and Workforce
25 Development Agency ("LWDA") and the employer with written notice of the specific
26 provisions of the California Labor Code that are alleged to have been violated, including the
27 facts and theories to support the alleged violations, by way of written correspondence on
28

1 behalf of Plaintiff Ciara Lewis that was dated May 21, 2021 (“Lewis PAGA
2 Notice”) and written correspondence on behalf of Plaintiff Ladonia White that was dated June 3, 2024
3 (“White PAGA Notice”) (together, the “PAGA Notices”). The PAGA Notices were
4 sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online
5 submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA
6 Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the
7 Lewis PAGA Notice is attached hereto as “EXHIBIT 2.” A true and correct copy of the
8 White PAGA Notice is attached hereto as “EXHIBIT 3.”

9 9. On July 27, 2021, Plaintiff Lewis filed a Complaint for Enforcement Under the Private
10 Attorneys General Act, California Labor Code § 2698, *Et Seq.* against Defendants Salus Healthcare,
11 LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health (collectively, the
12 “Lewis Defendants”), thereby commencing the action entitled *Ciara Lewis v. Salus Healthcare LLC, et*
13 *al.*, Superior Court of the State of California for the County of Orange, Case No. 30-2021-01213154-
14 CU-OE-CXC (the “Lewis Action”).

15 10. On June 7, 2022, Plaintiff Lewis served Form Interrogatories – General (Set One), Special
16 Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One) to all of the
17 Lewis Defendants in the Lewis Action.

18 11. On June 7, 2022, Plaintiff Lewis served Notices of Deposition of Person Most
19 Knowledgeable at all of the Lewis Defendants and Requests for Production of Documents regarding Job
20 Descriptions and Organizational Structure.

21 12. On June 17, 2022, the Lewis Defendants filed a Notice of Motion and Motion to Compel
22 Arbitration and to Dismiss, and supporting documents, in the Lewis Action. On September 16, 2022,
23 Plaintiff Lewis filed the Opposition to the Lewis Defendants’ Motion to Compel Arbitration, and
24 supporting documents, in the Lewis Action. On September 26, 2022, the Court entered an order staying
25 the case in its entirety, including discovery, pending a decision from the California Supreme Court in
26 *Adolph v. Uber*, or a further stipulation from the parties to lift the stay in the Lewis Action.

27 13. On April 24, 2024, the Lewis Defendants filed the *Ex Parte* Application for an Order to
28

1 Show Cause Re Dismissal, and supporting documents, in the *Lewis* Action. On April 25, 2024, the *Lewis*
2 Defendants filed the Supplemental Declaration of M. Adam Tate in Support of the *Lewis* Defendants’
3 Application for an Order to Show Cause Re Dismissal in the *Lewis* Action. On April 25, 2024, Plaintiff
4 Lewis filed the Opposition to the *Lewis* Defendants’ *Ex Parte* Application for an Order to Show Cause
5 Re Dismissal and supporting documents in the *Lewis* Action. On April 25, 2024, the Court entered a
6 minute order denying the *Lewis* Defendants’ *Ex Parte* Application for an Order to Show Cause Re
7 Dismissal in the *Lewis* Action.

8 14. On August 26, 2024, Plaintiff White provided an amended written notice by
9 electronic upload to the LWDA and certified mail to Defendant of the specific provisions of the
10 California Labor Code that were alleged to be violated (“White Amended PAGA Notice”).
11 Aside from confirmation of receipt of the White Amended PAGA Notice, the LWDA did not
12 respond to the White Amended PAGA Notice. Marked and attached hereto as “**EXHIBIT 4**” is
13 a true and correct copy of the White Amended PAGA Notice.

14 15. On October 30, 2024, Plaintiff White filed a Complaint for Enforcement Under the
15 Private Attorneys General Act, California Labor Code § 2698, Et Seq. against Defendants Los Angeles
16 Homecare LLC, Salus Home Health and Hospice, Inc., Salus Hospice, LLC, Salus Healthcare, LLC,
17 Salus Home Health, Salus Homecare, Aspen Healthcare Corporation, Salus Homecare LLC, and Mark
18 Mortensen, thereby commencing the action entitled *Ladonia White v. Los Angeles Homecare LLC, et*
19 *al.*, Superior Court of the State of California for the County of Orange, Case No. 30-2024-01436416-
20 CU-OE-CXC (the “*White* Action”).

21 16. On January 24, 2025, Defendants Los Angeles Homecare, LLC, Salus Home Health and
22 Hospice, Inc., Salus Hospice, LLC, Salus Healthcare, LLC, Salus Home Health, Salus Homecare, Aspen
23 Healthcare Corporation, Salus Homecare LLC, and Mark Mortensen filed Defendants’ Answer to
24 Unverified Complaint in the *White* Action.

25 17. On February 24, 2025, the Court entered an Order Granting Plaintiff White’s Request for
26 Dismissal of Certain Defendants in the *White* Action, thereby dismissing Salus Home Health, Salus
27 Homecare, Salus Hospice, LLC, and Aspen Healthcare Corporation from the *White* Action without
28

prejudice.

18. On February 24, 2025, Plaintiff White served Form Interrogatories – General (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One) to Defendants Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., Salus Healthcare, LLC, and Salus Homecare LLC (the “*White Defendants*”) in the *White Action*.

19. On February 24, 2024, Plaintiff White served Notices of Deposition of Person Most Knowledgeable at Defendants Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., Salus Healthcare, LLC, and Salus Homecare LLC and Requests for Production of Documents regarding Job Descriptions and Organizational Structure, and Notice of Deposition of Defendant Mark Mortensen in the *White Action*.

20. Plaintiffs’ core allegations are that Defendants have violated the California Labor Code by engaging in unfair practice and procedure, with respect to Plaintiffs and other Aggrieved employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

21. Defendants have maintained, and continue to maintain, that they have, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiffs seek penalties under PAGA.

22. On January 15, 2025, the Parties participated in a full-day mediation conducted by Todd A. Smith, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. The Parties were ultimately able to reach a settlement with the aid of the mediator’s evaluation.

23. On May 21, 2025, Plaintiff White served Special Interrogatories (Set Three) and Requests for Production of Documents (Set Two) to the *White Defendants* in the *White Action*. On June 24, 2025, the *White Defendants* responded to Plaintiff White’s Special Interrogatories (Set Three) and Requests

1 for Production of Documents (Set Two) in the *White* Action.

2 24. On July 15, 2025, the Court granted the Parties' Joint Stipulation to Consolidate Case
3 Numbers 30-2021-01213154-CU-OE-CXC and 30-2024-01436416-CU-OE-CXC, thereby
4 consolidating the *Lewis* Action and *White* Action, and designating the *Lewis* Action the lead case.

5 **THE SETTLEMENT REACHED IN THE ACTION**

6 25. Marked and attached hereto as "EXHIBIT 1" is the Private Attorneys General
7 Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement
8 Agreement"), entered into between Plaintiffs Ciara Lewis and Ladonia White, for themselves
9 and on behalf of the State of California with respect to Aggrieved Employees pursuant to the
10 Private Attorneys General Act, and Defendants. The parties have also drafted and agreed to the
11 form and content of the proposed informational cover letter ("Cover Letter") for mailing to
12 Aggrieved Employees when Individual Settlement Shares are distributed to them, in
13 substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting
14 Approval of Private Attorneys General Act Settlement Agreement and Release, Award of
15 Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs. The
16 Court is respectfully requested to approve the proposed Cover Letter.

17 26. The Settlement pertains to the following allegedly aggrieved employees: all
18 current and former hourly-paid or non-exempt employees who worked for any of the Defendants
19 in the State of California during the PAGA Period, including, but not limited to all current and
20 former hourly-paid or non-exempt employees who worked for any of the Defendants within the
21 State of California who earned shift differentials/non-discretionary bonuses/non-discretionary
22 performance pay which was not used to calculate the correct regular rate or pay used to calculate
23 the overtime rate ("Aggrieved Employees"). The "PAGA Period" means the period between
24 November 25, 2019 through April 30, 2025 for the *Lewis* Action and the period between June
25 3, 2023 to April 30, 2025 for the *White* Action. Based on information provided by Defendants,
26 it is estimated that during the PAGA Period there are approximately 1,107 Aggrieved
27 Employees who are credited with 18,111 Qualifying Pay Periods.

27. Defendants have agreed to pay the gross amount of \$590,000.00 (“Gross Settlement Amount”) to settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will be the Gross Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of \$206,500.00 for attorneys’ fees (if the Gross Settlement Amount remains \$590,000.00) and up to \$25,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC (“Plaintiffs’ Counsel”); (2) General Release Fee in the amounts of \$5,000.00 each to Plaintiffs (totaling, \$10,000.00); and (3) Settlement Administration Costs of up to \$18,000.00 to the PAGA Settlement Administrator. Plaintiffs’ Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$24,317.87, and assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$331,182.13. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$248,386.60 (“LWDA Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$82,795.53 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Qualifying Pay Periods”). The parties have agreed to retain ILYM Group, Inc. (“ILYM” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint ILYM to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$18,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS’ COUNSEL

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

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

29. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuits. These efforts included participating in a formal full-day mediation on January 15, 2025, conducted by Todd A. Smith, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, regular rate of pay calculations, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

30. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiffs conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a volume of information, documents, and data obtained from Plaintiffs, Defendants, and other sources. Plaintiffs' Counsel propounded multiple sets of formal written discovery requests onto Defendants (including, Form Interrogatories – General (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One), and served multiple notices of deposition of Defendants' Person Most Knowledgeable designees, along with accompanying requests for production of documents. The information, documents, and data that were reviewed and analyzed by Plaintiffs' Counsel

1 included, and were not limited to, Plaintiffs' employment records, a sampling of Aggrieved
2 Employees' time and pay data, Defendants' Employee Handbook, various forms, agreements,
3 and acknowledgments, among other documents. Counsel for the parties undertook significant
4 investigation and evaluation of the PAGA claim and related allegations, including, and not
5 limited to, calculating the potential monetary recovery under PAGA. Other work performed by
6 Plaintiffs' Counsel included, but was not limited to: meeting and conferring with Defendants'
7 counsel regarding the pleadings, case management, discovery, mediation, and settlement
8 negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing,
9 and revising pleadings, court filings, motion-related papers, briefs for settlement negotiations
10 and mediation; propounding written discovery requests and notices of depositions of
11 Defendants' persons most knowledgeable designees and reviewing Defendants' objections and
12 responses thereto; claims evaluation and analysis; preparing for and participating in settlement
13 negotiations and the mediation; and appearing for court proceedings. Counsel for the parties
14 have further invested time to research the applicable law, which is evolving as it relates to
15 representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, meal
16 and rest premiums, business expense reimbursement, regular rate of pay calculations, reporting
17 time pay, Industrial Welfare Commission Wage Orders, wage-and-hour enforcement, Plaintiffs'
18 claims, and Defendants' defenses, as well as facts discovered.

19 31. Based on investigation and information discovered, Plaintiffs' Counsel believes
20 that there is sufficient evidence to support the allegations that Defendants violated the California
21 Labor Code. While Plaintiffs' Counsel believes that the PAGA claim has merit and that
22 Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs'
23 Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks
24 to recovery. For example, although wage-and-hour actions are amenable to resolution as to a
25 group of employees, some courts have also found that, for various reasons, the issues raised by
26 Plaintiffs, including, and not limited to, the issues of non-compliant meal periods, non-compliant
27 rest periods, and unreimbursed business expenses, raise individualized issues and/or are not
28

32. Plaintiffs and their counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiffs would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties.

33. In order for Plaintiffs to prevail on the PAGA claim, they would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants' conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs raise individualized issues and/or are not suitable for adjudication as to a group of employees.

35. Defendants also challenged Plaintiffs' standing as aggrieved employees and denied that any of their other employees whom Plaintiffs seek to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the

possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that PAGA “require[s] a plaintiff to have suffered an injury resulting from an unlawful action”); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that “PAGA’s public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation”); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have “broad discretion to determine the order of proof in the interest of judicial economy”); see also Cal. Code Civ. Proc. § 598 (The court may “when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice”); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

36. Defendants pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiffs could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

37. Further, Defendants also maintained that, in addition to their strong arguments

1 against the underlying claims, taking the current unsettled state of law, it would be unjust to
2 award the maximum potential PAGA penalties. There was also a dearth of law and guidance
3 regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly
4 established methodology for the valuation and/or assessment of PAGA penalties, and case
5 outcomes (such as those discussed below) have shown that the actual amount of civil penalties
6 actually assessed by trial courts is far less than the amount sought.

7 38. Defendants also argued that an important feature of PAGA is that the Court retains
8 discretion to lower the penalties if, based on the facts and circumstances of the particular case,
9 to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or
10 confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit*
11 *Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the
12 amount of PAGA penalties awarded to an employee based upon discretionary factors).
13 Defendants maintained, and continue to maintain, that they had and continue to have, legally-
14 compliant employment policies and practices throughout the time period at issue. Even if,
15 *arguendo*, such violations occurred, which Defendants deny, Defendants contended that said
16 violations would only be considered “initial violations” and thus heightened “subsequent
17 violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v.*
18 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been
19 notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be
20 aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”).
21 Defendants argued that they would be able to show a lack of willfulness in the violations, such
22 that the alleged California Labor Code violations would not be considered “willful.” Defendants
23 contended that, at best, even if a violation giving rise to a penalty was shown for each pay period,
24 only the lower civil penalty associated with initial violations would apply. As discussed above,
25 Defendants denied and continue to deny that they ever violated any provision of the California
26 Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants argued
27 the violations would not be viewed as subsequent violations giving rise to heightened penalties.
28

Defendants also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendants contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

39. Plaintiffs’ Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court’s \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczner v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20,

2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

40. Importantly, Defendants also contended that the claims of Plaintiffs and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding individual arbitration and class and collective action waiver provisions. Defendants contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim

arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id.* at 693.

41. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

42. While Plaintiffs disagree with Defendants' contentions and maintain that their PAGA claim have merit, in reaching the settlement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

43. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiffs' and Aggrieved Employees' employment with Defendants in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its

1 fairness, adequacy, and reasonableness. The parties have also considered the settlement
2 negotiations and the recommendations of the mediator Todd A. Smith, Esq., who is highly
3 experienced in mediation complex labor and employment matters. The parties have agreed that
4 this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well
5 as the costs, risks, and delays to both sides that would attend further litigation. The Settlement
6 takes into account the strengths and weaknesses of each side's position and the uncertainty of
7 how the case might have concluded as litigation continued, at trial, and/or upon appeal.

8 THE VALUE OF THE PAGA CLAIM

9 44. To assist the Court in its review and consideration of the settlement reached in the
10 above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is
11 provided below.

12 45. Plaintiffs allege that Defendants have violated the California Labor Code and
13 Industrial Welfare Commission Wage Orders, and thereby have engaged in conduct giving rise
14 to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay overtime and
15 minimum wages, failing to provide compliant meal and rest periods and associated premiums,
16 failing to timely pay wages during employment and upon termination of employment, failing to
17 provide complete and accurate itemized wage statements, failing to keep complete and accurate
18 payroll records, and failing to reimburse necessary business-related expenses and costs.
19 Specifically, Plaintiffs contend that Defendants required Plaintiffs and aggrieved employees to
20 perform work duties off-the-clock before clocking-in and after clocking-out of their scheduled
21 shifts and during meal periods. As a result, Plaintiffs contend that Defendants did not pay
22 Plaintiffs and aggrieved employees all compensation due to them, that meal and rest periods
23 were non-compliant, and that Defendants failed to properly pay premiums for all non-compliant
24 meal and rest periods. Additionally, Plaintiffs allege that Defendants intentionally and willfully
25 failed to pay Plaintiffs and aggrieved employees all wages due to them while they were
26 employed by Defendants, within the time period permissible under California law, thereby
27 triggering waiting-time penalties under California Labor Code section 203. Plaintiffs contend
28

1 that, based on the violations described herein, the wage statements provided by Defendants and
2 the payroll records kept by Defendants were inaccurate. Plaintiffs contend that Defendants failed
3 to reimburse Plaintiffs and the other aggrieved employees for necessary business expenses for
4 work purposes.

5 46. Plaintiff's Counsel considered Defendants' arguments, e.g., that the employer's
6 practices, policies, and procedures complied with the law, that much of the workforce was
7 exempt, that Defendants correctly paid regular and overtime wages for all hours worked, that
8 no waiting-time penalties were due because waiting-time penalties only arise from "willful"
9 failure to pay wages due, that Plaintiffs and aggrieved employees suffered no actual injury from
10 the alleged wage statement violations and that this alleged violation and the alleged
11 recordkeeping violation are entirely derivative of the other alleged California Labor Code
12 violations, and that Defendants have a practice and procedure for reimbursing employees for
13 necessary business-related expenses and did not require employees to undertake expenses that
14 were not reimbursed. Plaintiffs' Counsel conducted a preliminary meal analysis, and it was
15 observed that 41.49% of shifts analyzed were eligible for a meal period, of which approximately
16 28.43% had a recorded violation and approximately 71.57% did not have a recorded violation
17 (with approximately 41.50% of shifts eligible for a meal period, showing a 30-minute or 60-
18 minute recorded meal period). Plaintiffs' Counsel considered that it could be determined that
19 individual liability issues predominate (e.g., due to purported variation in shifts, departments,
20 locations, job duties, and other circumstances which could raise individualized questions of fact)
21 and could pose challenges to manageability and the merits of the PAGA claim.

22 47. Plaintiffs' Counsel considered information obtained through investigations and
23 from Plaintiffs, Defendants, and other sources, and created violation and penalties valuations
24 and models prior to reaching the Settlement. Based thereon, Plaintiffs' Counsel calculated the
25 potential value of the PAGA claim. However, the potential value of the PAGA claim assumed
26 an exposure based on Plaintiffs having proven all elements of the claim and entitlement to civil
27 penalties, despite risks associated with demonstrating manageability, and establishing liability
28

1 and any underlying California Labor Code violations, and significant additional costs that would
2 have to be incurred in order to establish liability and obtain civil penalties.

3 48. While Plaintiffs' Counsel disagreed with Defendants' arguments and factual
4 contentions, Plaintiffs recognized the circumstances and realities of the case, applicable case
5 law and regulations, the costs and expenses of further litigation, and risks to recovery, and
6 applied appropriate discounts for them. Plaintiffs' Counsel calculated the potential and realistic
7 value of the PAGA claim as follows:

8 a. Failure to Pay Overtime Wages: The potential value of civil penalties was
9 estimated to be \$1,755,750.00 (1,107 initial violations x \$100 + 17,004 subsequent
10 violations x \$50). A discount of 65% was applied to account for the risks
11 associated with demonstrating manageability (bringing the value of civil penalties
12 closer to \$614,512.50), a discount of 75% was applied to account for the risks
13 associated with succeeding on the merits and establishing liability (bringing the
14 value of civil penalties closer to \$153,628.13), and a discount of 80% was applied
15 to account for the risks associated with the Court exercising its discretion to reduce
16 and/or assess lower penalties and obtaining a recovery (bringing the value of civil
17 penalties closer to \$30,725.63).

18 b. Failure to Pay Minimum Wages: The potential value of civil penalties was
19 estimated to be \$4,361,700.00 (1,107 initial violations x \$100 + 17,004 subsequent
20 violations x \$250). A discount of 65% was applied to account for the risks
21 associated with demonstrating manageability (bringing the value of civil penalties
22 closer to \$1,526,595.00), a discount of 75% was applied to account for the risks
23 associated with succeeding on the merits and establishing liability (bringing the
24 value of civil penalties closer to \$381,648.75), and a discount of 80% was applied
25 to account for the risks associated with the Court exercising its discretion to reduce
26 and/or assess lower penalties and obtaining a recovery (bringing the value of civil
27 penalties closer to \$76,329.75).

- 1 c. Failure to Provide Compliant Meal Periods and Associated Premiums: The
2 potential value of civil penalties was estimated to be \$1,755,750.00 (1,107 initial
3 violations x \$50 + 17,004 subsequent violations x \$100). A discount of 65% was
4 applied to account for the risks associated with demonstrating manageability
5 (bringing the value of civil penalties closer to \$614,512.50), a discount of 75%
6 was applied to account for the risks associated with succeeding on the merits and
7 establishing liability (bringing the value of civil penalties closer to \$153,628.13),
8 and a discount of 80% was applied to account for the risks associated with the
9 Court exercising its discretion to reduce and/or assess lower penalties and
10 obtaining a recovery (bringing the value of civil penalties closer to \$30,725.63).
- 11 d. Failure to Provide Compliant Rest Periods and Associated Premiums: The
12 potential value of civil penalties was estimated to be \$1,755,750.00 (1,107 initial
13 violations x \$50 + 17,004 subsequent violations x \$100). A discount of 65% was
14 applied to account for the risks demonstrating manageability (bringing the value
15 of civil penalties closer to \$614,512.50), a discount of 75% was applied to account
16 for the risks associated with succeeding on the merits and establishing liability
17 (bringing the value of civil penalties closer to \$153,628.13), and a discount of 80%
18 was applied to account for the risks associated with the Court exercising its
19 discretion to reduce and/or assess lower penalties and obtaining a recovery
20 (bringing the value of civil penalties closer to \$30,725.63).
- 21 e. Failure to Provide Compliant Wage Statements: The potential value of civil
22 penalties was estimated to be \$4,361,700.00 (1,107 initial violations x \$100 +
23 17,004 subsequent violations x \$250). A discount of 70% was applied to account
24 for the risks associated with demonstrating manageability (bringing the value of
25 civil penalties closer to \$1,308,510.00), a discount of 75% was applied to account
26 for the risks associated with succeeding on the merits and establishing liability
27 (bringing the value of civil penalties closer to \$327,127.50), and a discount of 75%
28

was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$81,781.88).

f. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be \$553,500.00 (1,107 aggrieved employees x \$500). A discount of 65% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to \$193,725.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$48,431.25), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$12,107.81).

g. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be \$3,511,500.00 (1,107 initial violations x \$100 + 17,004 subsequent violations x \$200). A discount of 70% was applied to account for the risks associated with demonstrating manageability (bringing the value of civil penalties closer to \$1,053,450.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$263,362.50), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$65,840.63).

49. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiffs' allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative

basis is clear-cut, which is why the parties elected to settle this matter. Plaintiffs' Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiffs' Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

ATTORNEYS' FEES REQUESTED BY PLAINTIFFS' COUNSEL

50. As set forth more fully in the accompanying Motion, Plaintiffs' Counsel seeks attorneys' fees in the amount of \$206,500.00, which represents approximately thirty-five percent (35%) of the Gross Settlement Amount. Pursuant to the contingency-fee agreements entered into by and between Plaintiffs and Plaintiff's Counsel, Plaintiffs have agreed to contingency-fees of at least thirty five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiffs' Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the case; (3) the skill and determination that Plaintiffs' Counsel has shown; (4) the results that Plaintiffs' Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel has achieved in the case; and (6) the other cases that Plaintiffs' Counsel has turned down in order to devote its time and efforts to this case.

51. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiffs' Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **346.60 hours** performing tasks to obtain a recovery on behalf of Plaintiffs, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 5**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced

herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

52. The work performed in this particular case, the background of Lawyers for Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$850 for work performed by Plaintiffs' Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96;

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFFS' COUNSEL

53. The Settlement provides for reimbursement of litigation costs and expenses of up to \$25,000.00. Plaintiffs' Counsel seeks reimbursement of \$24,317.87 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 6." It should be noted that Plaintiffs' Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount (\$25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs

and expenses. The cost savings of \$682.13 will be part of the Net Settlement Amount.

GENERAL RELEASE FEES TO PLAINTIFFS

54. For their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides General Release Fee to Plaintiffs of \$5,000.00 each (\$10,000.00 total) to be paid out of the Gross Settlement Amount, subject to approval by the Court. The requested General Release Fees are fair and appropriate. It is also worth noting that Plaintiffs have undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiffs have spent a substantial amount of time and effort discussing their employment with their counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever their counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiffs to receive General Release Fee, in addition any individual penalties payment they will receive as an aggrieved employee.

55. Plaintiffs' Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 9th day of April 2026, at Glendale, California.



Ryan Slinger

EXHIBIT 1

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

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Plaintiff Ciara Lewis ("Plaintiff Lewis") and Plaintiff Ladonia White ("Plaintiff White") (together, "Plaintiffs"), for themselves and as representatives of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, Salus Home Health, Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., Salus Homecare, Salus Homecare LLC, and Mark Mortensen (collectively, "Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Defendants, or both, as may be appropriate.

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

(a) Plaintiffs are former employees of Defendants. Plaintiff Lewis was employed by Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health from approximately June 2019 to approximately February 2020. Plaintiff White was employed by Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., Salus Hospice, LLC, Salus Healthcare, LLC, Salus Home Health, Salus Homecare, Aspen Healthcare Corporation, Salus Homecare LLC, and Mark Mortensen from March 12 to March 13, 2023.

(b) On May 21, 2021 Lawyersfor Justice, PC ("Plaintiffs' Counsel"), submitted a letter on behalf of Plaintiff Lewis to the California Labor and Workforce Development Agency ("LWDA") and Defendants, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq. ("PAGA") of Plaintiff Lewis's intent to seek civil penalties under PAGA for Defendants' 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 IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001, thereby initiating LWDA Case Number 832960-21 (the "Lewis PAGA Notice"),

(c) On July 27, 2021, Plaintiff Lewis filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Lewis Complaint"), commencing a representative action under PAGA against Defendants, entitled *Clara Lewis v. Salas Healthcare, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01213154-CU-OE-CXC (the "Lewis Action"). The Lewis Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders,

(d) On June 3, 2024, Plaintiffs' Counsel submitted a letter on behalf of Plaintiff White to the LWDA and Defendants, to notify the LWDA and Defendants, pursuant to PAGA of Plaintiff White's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4- 2001, and 5-2001, thereby initiating LWDA Case Number 1031709-25, and, on August 26, 2025, Plaintiffs' Counsel submitted an amended PAGA Notice to

Defendants and the LWDA (the "White PAGA Notice") (together with the Lewis PAGA Notice, the "PAGA Notices"),

(e) On October 30, 2024, Plaintiff White filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("White Complaint"), commencing a representative action under PAGA against Defendants, entitled *Ladonia White v. Salus Healthcare, LLC, et al.*, Orange County Superior Court, Case No. 30-2024-01436416-CU-OE-CXC (the "White Action") (together with the Lewis Action, "Actions"). The White Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders,

(f) On January 15, 2025 the Parties mediated the Actions with Todd A. Smith, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Actions in their entirety,

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

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of \$590,000.00 (the "Gross Settlement Amount") to resolve the Actions and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of Thirty-Five Percent (35%) of the Gross Settlement Amount, which is \$206,500.00 if the Gross Settlement Amount remains \$590,000.00, and reimbursement of litigation costs and expenses in the amount of up to \$25,000.00 (collectively, "Attorneys' Fees and Costs") to Plaintiffs' Counsel, which Defendants will not contest. The amount paid as the Attorneys' Fees and Costs shall discharge any and all claims for such fees, costs, and expenses in connection with the White Action and Lewis Action.

(2) A general release fee of up to the amount of \$5,000.00 (\$5,000.00) ("General Release Fee") to each Plaintiff, which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of \$18,000.00 ("Settlement Administration Costs") to ILYM Group, Inc. (the "PAGA Settlement Administrator").

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

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"), and the remaining 25% will be distributed to all current and former hourly-paid or non-exempt employees who worked for any of the Defendants in the State of California during the PAGA Period, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate (the "Aggrieved Employees"). The period from November 25, 2019 through April 30, 2025 is the PAGA Period for the Lewis Action and the period June 3, 2023 to April 30, 2025 is the PAGA Period for the White Action (collectively the "PAGA Period"). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to consist of approximately 1,107 individuals who worked approximately 18,111 pay periods during the PAGA Period ("Qualifying Pay Periods"). If the actual number of Qualifying Pay Periods exceeds 10% of the Qualifying Pay Periods (i.e., exceeds 19,992 pay periods), Defendants shall increase the Gross Settlement Amount by a *pro rata* dollar value equal to the number of pay periods in excess of 19,992 pay periods. For example, if there is a 1% increase over 10%, then the Gross Settlement Amount increases by 1%.

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

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

5. **Disbursal of Settlement Funds.**

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

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

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

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the

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

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

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Dirk O. Julander and M. Adam Tate of Julander, Brown & Bollard, and Amy R. Patton and Tyler B. Runge of Payne & Fears LLP (collectively, "Defendants' Counsel") for review. Defendants' Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

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

7. Payment of Gross Settlement Amount / Notice to Recipients.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fifteen (15) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of Qualifying Pay Periods they each worked based on Defendants' payroll records, which will be calculated by the Settlement Administrator based on the number of paychecks issued to each Aggrieved Employee within the PAGA Period. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Qualifying Pay Periods he or she individually worked by the total aggregate number of Qualifying Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share. An employee who is an Aggrieved Employee in both Actions will only receive one Individual Settlement Share.

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

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

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name, (ii) last known address, (iii) last known telephone number, (iv) Social Security number, (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period, and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Qualifying Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel. At the request of Plaintiffs' Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fees to Plaintiffs.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

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

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants Salus Healthcare, LLC, Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., and Mark Mortensen, and all their past, present and/or future, direct and/or indirect, officers, directors, members, managers, executive-level employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, joint venturers, and all companies, or payroll processing vendors that Defendants utilized during the period from the November 21, 2019 to April 30, 2025 ("Lewis PAGA Period") (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, et seq. ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Lewis Complaint, White Complaint, and the PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs have or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs' employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages,

breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation.**

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

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

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

11. **Miscellaneous.**

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

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

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

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

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

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

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

PLAINTIFF CIARA LEWIS

Date: October 13, 2025

Ciara Lewis
Ciara Lewis
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

PLAINTIFF LADONIA WHITE

Date: 10/03/2025, 2025

Electronically Signed Ladonia White 20/25-10-03 19:50:22UTC- 172.56.127.39
Nintex AssureSign® 9b8dd658-c114-48289909-b36b0007650

Ladonia White
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

**DEFENDANTS SALUS HEALTHCARE, LLC,
LOS ANGELES HOMECARE LLC, SALUS
HGME HEALTH AND HOSPICE, INC., AND
MARK MORTENSEN**

Date: Oct 2, 2025, 2025

Mark Mortensen

Mark Mortensen (Oct 2, 2025 16:51:31 PDT)

Name: Mark Mortensen

Title: Individually and as Authorized Signer for the entities named above

APPROVED AS TO FORM AND CONTENT:

LAWYERS FOR JUSTICE, PC

Date: October 13, 2025



Arby Aiwanian

Joanna Ghosh

Yasmin Hosseini

Ani Menedjian

Attorneys for Plaintiffs Ciara Lewis and

Ladonia White

JULANDER, BROWN & BOLLARD

Date: Oct 2, 2025, 2025

Adam Tate

Adam Tate (Oct 2, 2025 16:32:27 PDT)

Dirk O. Julander

M. Adam Tate

*Attorneys for Defendants Salus Healthcare, LLC,
Aspen Healthcare Corporation, Salus Hospice,
LLC, Salus Home Health, Los Angeles Homecare
LLC, Salus Home Health and Hospice, Inc., Salus
Homecare, Salus Homecare LLC, and Mark
Mortensen*

PAYNE & FEARS LLP

Date: October 2, 2025, 2025

Amy Patton

Amy R. Patton

Tyler B. Runge

*Attorneys for Defendants Salus Healthcare, LLC,
Aspen Healthcare Corporation, Salus Hospice,
LLC, Salus Home Health, Los Angeles Homecare
LLC, Salus Home Health and Hospice, Inc., Salus
Homecare, Salus Homecare LLC, and Mark
Mortensen*

EXHIBIT 2

LAWYERS FOR JUSTICE^{PC}

May 21, 2021

BY ONLINE SUBMISSION

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

**Re: SALUS HEALTHCARE, LLC; ASPEN HEALTHCARE CORPORATION;
SALUS HOSPICE, LLC; SALUS HOME HEALTH**

Dear Representative:

We have been retained to represent Ciara Lewis against Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Salus Healthcare") for violations of California wage-and-hour laws. Ms. Lewis seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

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

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

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

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

Salus Healthcare required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to responding to work related inquiries, and remaining on-call. Salus Healthcare rounded the work

time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Salus Healthcare over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Lewis and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Lewis and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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

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

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

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Salus Healthcare did not provide Ms. Lewis and other aggrieved employees with complete and accurate

itemized wage statements. The wage statements they received from Salus Healthcare were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Lewis and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Lewis and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Lewis and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Lewis and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Lewis and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

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

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

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

(2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Lewis and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Salus Healthcare failed to pay Ms. Lewis and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Lewis and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Lewis and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Salus Healthcare. These costs include, but are not limited to, the use of a personal vehicles for -business-related purposes, the use of a personal phones for business-related purposes, and the purchasing and maintenance of clothing, such as scrubs, in compliance with the dress code.

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

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

With kind regards,



Edwin Aiwanian, Esq.

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

Salus Healthcare, LLC
c/o Mark Mortensen
Agent for Service of Process
630 Roosevelt
Irvine, CA 92620

Aspen Healthcare Corporation
c/o Mark Mortensen
CEO
17100 Pioneer Blvd
Artesia, CA 90701

Aspen Healthcare Corporation
c/o Mark Mortensen
CEO
630 Roosevelt
Irvine, CA 92620

Salus Hospice, LLC
c/o Mark Mortensen
Agent for Service of Process
630 Roosevelt
Irvine, CA 92620

Salus Home Health
c/o Mark Mortensen
630 Roosevelt
Irvine, CA 92620

EXHIBIT 3



June 3, 2024

BY ONLINE SUBMISSION

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

**Re: LOS ANGELES HOMECARE LLC; SALUS HOME HEALTH AND
HOSPICE, INC.; SALUS HOSPICE, LLC; SALUS HEALTHCARE, LLC;
SALUS HOME HEALTH; SALUS HOMECARE; ASPEN HEALTHCARE
CORPORATION; MARK MORTENSEN, AN INDIVIDUAL**

Dear Representative:

We have been retained to represent Ladonia White against Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., Salus Hospice, LLC, Salus Healthcare, LLC, Salus Home Health, Salus Homecare, Aspen Healthcare Corporation, and Mark Mortensen, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Salus Healthcare") for violations of California wage-and-hour laws. Ms. White seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mark Mortensen is the Chief Executive Officer of Salus Homecare. Mark Mortensen, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Salus Healthcare, who caused and continues to cause all of the wage and hour violations alleged herein against the "aggrieved employees," as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

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

Salus Healthcare employed Ms. White as an hourly-paid, non-exempt employee from approximately March 2023 to the present, in the State of California.

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

Salus Healthcare were the joint employers of Ms. White and other aggrieved employees. Salus Healthcare were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other.

Based on the following facts and theories, Salus Healthcare has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Salus Healthcare required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries. Salus Healthcare rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Salus Healthcare over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. White and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. White and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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

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

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due

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

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

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. White and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. White and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. White and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. White and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

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

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the

relevant time period, Salus Healthcare did not provide Ms. White and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

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

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. White and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Salus Healthcare. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. White seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

///

///

///

///

///

///

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

With kind regards,

A handwritten signature in dark blue ink that reads "Gabriella Sole". The script is fluid and cursive, with the first name and last name clearly distinguishable.

Gabriella Sole, Esq.

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

Los Angeles Homecare LLC
Salus Home Health and Hospice, Inc.
c/o Mark Mortensen
Agent for Service of Process
630 Roosevelt
Irvine, CA 92620

Salus Hospice, LLC
c/o Mark Mortensen
Agent for Service of Process
12 Viola
Irvine, CA 92620

Salus Healthcare, LLC
c/o Bernard Barnuevo
Agent for Service of Process
13732 Illinois St
Westminster, CA 92683

Salus Home Health
630 Roosevelt
Irvine, CA 92620

Salus Homecare
c/o Mark Mortensen
CEO
630 Roosevelt
Irvine, CA 92620

Aspen Healthcare Corporation
28202 Cabot Road, Suite 412
Laguna Niguel, CA 92677

Mark Mortensen
630 Roosevelt
Irvine, CA 92620

Salus Healthcare, LLC
Aspen Healthcare Corporation
Salus Hospice, LLC
Salus Home Health
c/o M. Adam Tate
JULANDER, BROWN & BOLLARD
Attorney
9110 Irvine Center Drive
Irvine, California 92618

EXHIBIT 4



August 26, 2024

BY ONLINE SUBMISSION

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

Re: LOS ANGELES HOMECARE LLC; SALUS HOME HEALTH AND HOSPICE, INC.; SALUS HOSPICE, LLC; SALUS HEALTHCARE, LLC; SALUS HOME HEALTH; SALUS HOMECARE; ASPEN HEALTHCARE CORPORATION; SALUS HOMECARE LLC; MARK MORTENSEN, AN INDIVIDUAL

Dear Representative:

We have been retained to represent Ladonia White against Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., Salus Hospice, LLC, Salus Healthcare, LLC, Salus Home Health, Salus Homecare, Aspen Healthcare Corporation, Salus Homecare LLC, and Mark Mortensen, an individual (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Salus Healthcare”) for violations of California wage-and-hour laws. Ms. White seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mark Mortensen is the Chief Executive Officer of Salus Homecare. Mark Mortensen, at all times herein relevant, was acting either individually or as an officer, owner, director, agent, or employee of Salus Healthcare, who caused and continues to cause all of the wage and hour violations alleged herein against the “aggrieved employees,” as defined herein, including without limitation violations of Labor Code Section 558 and 1197.

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

Salus Healthcare employed Ms. White as an hourly-paid, non-exempt employee from approximately March 2023 to the present, in the State of California.

The “aggrieved employees” that Ms. White may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary

performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Salus Healthcare were the joint employers of Ms. White and other aggrieved employees. Salus Healthcare were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other.

Based on the following facts and theories, Salus Healthcare has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Salus Healthcare required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries. Salus Healthcare rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Salus Healthcare over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. White and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. White and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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

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

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

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

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. White and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. White and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. White and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. White and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

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

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

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

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. White and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Salus Healthcare. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. White seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

///

///

///

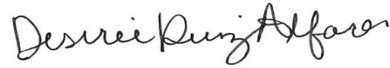
///

///

///

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

With kind regards,



Desiree Ruiz Alfaro, Esq.

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

Los Angeles Homecare LLC
Salus Home Health and Hospice, Inc.
c/o Mark Mortensen
Agent for Service of Process
630 Roosevelt
Irvine, CA 92620

Salus Hospice, LLC
c/o Mark Mortensen
Agent for Service of Process
12 Viola
Irvine, CA 92620

Salus Healthcare, LLC
c/o Bernard Barnuevo
Agent for Service of Process
13732 Illinois St
Westminster, CA 92683

Salus Home Health
630 Roosevelt
Irvine, CA 92620

Salus Homecare
Salus Homecare LLC
c/o Mark Mortensen
CEO
630 Roosevelt
Irvine, CA 92620

Aspen Healthcare Corporation
28202 Cabot Road, Suite 412
Laguna Niguel, CA 92677

Mark Mortensen
630 Roosevelt
Irvine, CA 92620

Salus Healthcare, LLC
Aspen Healthcare Corporation
Salus Hospice, LLC
Salus Home Health
c/o M. Adam Tate
JULANDER, BROWN & BOLLARD
Attorney
9110 Irvine Center Drive
Irvine, California 92618

EXHIBIT 5

CIARA LEWIS V. SALUS HEALTHCARE, LLC, ET AL.
Orange County Superior Court Case No. 30-2021-01213154-CU-OE-CXC (“Lewis Action”)

LADONIA WHITE V. LOS ANGELES HOMECARE, LLC ET AL.
Orange County Superior Court Case No. 30-2024-01436416-CU-OE-CXC (“White Action”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet, Communicate, and/or Review Communication with Plaintiff Ciara Lewis (“Plaintiff Lewis”)	15.50
Meet, Communicate, and/or Review Communication with Plaintiff Ladonia White (“Plaintiff White”)	7.50
Investigate, Communicate with, Interview, and/or Review Communication with Aggrieved Employees and/or Percipient Witnesses	9.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff Lewis’ Private Attorneys General Act (“PAGA”) Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff Lewis’ Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on July 27, 2021) (Lewis Action)	7.50
Review Minute Order Re: Complex Designation (filed on June 3, 2022) (Lewis Action)	0.20
Draft, Review, and/or Revise Plaintiff Lewis’ Case Management Statement (filed on June 7, 2022) (Lewis Action)	0.90

Draft, Review, and/or Revise Plaintiff Lewis' Notice of Minute Order (filed on June 17, 2022) (Lewis Action)	0.20
Review Court's Minute Order Re: Status Conference (filed on June 22, 2022) (Lewis Action)	0.10
Draft, Review, and/or Revise Notice of Status Conference Continuance (filed on July 21, 2022) (Lewis Action)	0.30
Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Stay Case; [Proposed] Order (filed on September 26, 2022) (Lewis Action)	1.40
Review Court's Order to Stay Case (filed on September 26, 2022) (Lewis Action)	0.20
Review Court's Notice of Case Reassignment (filed on October 5, 2022) (Lewis Action)	0.30
Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on January 4, 2023) (Lewis Action)	1.10
Review Minute Order Re: Status Conference (filed on January 11, 2023) (Lewis Action)	0.10
Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; [Proposed] Order (submitted on May 11, 2023) (Lewis Action)	1.30
Review Court's Order to Continue Status Conference (filed on May 17, 2023) (Lewis Action)	0.10
Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on August 15, 2023) (Lewis Action)	0.90

Review Court's Minute Order Re: Status Conference (filed on August 21, 2023) (Lewis Action)	0.20
Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Counsel, and Draft, Review, and/or Revise Joint Stipulation Regarding Mediation; [Proposed] Order (submitted on October 9, 2023) (Lewis Action)	1.50
Review Court's Order Granting Stipulation Regarding Mediation (filed on October 13, 2023) (Lewis Action)	0.10
Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; [Proposed] Order (submitted on November 9, 2023) (Lewis Action)	1.20
Review Court's Order Granting Stipulation to Continue Status Conference (filed on November 13, 2023) (Lewis Action)	0.10
Draft Notice of Entry of Judgment or Order Granting Stipulation to Continue Status Conference (filed on November 14, 2023) (Lewis Action)	0.10
Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; [Proposed] Order (submitted on August 14, 2024) (Lewis Action)	1.10
Review Court's Order Granting Stipulation to Continue Status Conference (filed on August 15, 2024) (Lewis Action)	0.10
Draft Notice of Entry of Judgment or Order Granting Stipulation to Continue Status Conference (filed on August 16, 2024) (Lewis Action)	0.10
Review Minute Order Re: Status Conference (filed on August 16, 2024) (Lewis Action)	0.10

Investigate the Merits of Plaintiff White's PAGA Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff White's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on October 30, 2024) (White Action)	6.50
Review Minute Order (filed on December 10, 2024) (White Action)	0.20
Draft Notice of Change of Address or Other Contact Information (filed on January 13, 2025) (White Action)	0.10
Draft Notice of Change of Address or Other Contact Information (filed on January 16, 2025) (Lewis Action)	0.10
Review and Analyze Defendants Salus Healthcare, LLC, Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., , and Mark Mortensen's Answer to Plaintiff White's Complaint for Enforcement Under the Private Attorneys General Act (served on January 24, 2025), and Research Affirmative Defenses in Defendants' Answer (White Action)	1.30
Review Court's Notice of Case Reassignment (filed on February 6, 2025) (Lewis Action)	0.30
Draft, Review, and/or Revise Declaration of Anna Khachatryan and [Proposed] Order Granting Request for Dismissal of Certain Defendants (filed on February 11, 2025) (White Action)	0.80
Draft, Review, and/or Revise Declaration of Brittany L. Shaw and [Proposed] Order Granting Request for Dismissal of Certain Defendants (filed on February 24, 2025) (White Action)	0.80
Review Court's Order Granting Request for Dismissal of Certain Defendants (filed on February 24, 2025) (White Action)	0.20
Review Court's Notice of Continuance (filed on March 4, 2025) (Lewis Action)	0.10

Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement (filed on March 12, 2025) (Lewis Action)	0.60
Meet and Confer with Defendants Salus Healthcare, LLC, Los Angeles Homecare, LLC, Salus Home Health and Hospice, Inc., Salus Homecare LLC, and Mark Mortensen's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement (filed on March 12, 2025) (White Action)	0.60
Review Court's Minute Order Re: Status Conference (filed on March 17, 2025) (White Action)	0.10
Review Court's Minute Order Re: Status Conference (filed on March 27, 2025) (White Action)	0.10
Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; [Proposed] Order (filed on April 3, 2025) (Lewis Action)	0.90
Meet and Confer with Defendants Salus Healthcare, LLC, Los Angeles Homecare, LLC, Salus Home Health and Hospice, Inc., Salus Homecare LLC, and Mark Mortensen's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; [Proposed] Order (filed on April 3, 2025) (White Action)	0.90
Review Court's Order Granting Stipulation to Continue Status Conference and Minute Order Re: Status Conference (filed on April 15, 2025) (Lewis Action)	0.20
Draft Notice of Entry of Judgment or Order Granting Stipulation to Continue Status Conference (filed on April 17, 2025) (Lewis Action)	0.10
Review Court's Order Granting Stipulation to Continue Status Conference and Minute Order Re: Status Conference (filed on April 21, 2025) (White Action)	0.20

Draft Notice of Entry of Judgment or Order Granting Stipulation to Continue Status Conference (filed on April 24, 2025) (White Action)	0.10
Meet and Confer with Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, Salus Home Health, Los Angeles Homecare LLC, Salus Home Health and Hospice, Inc., Salus Homecare, Salus Homecare LLC, and Mark Mortensen's (collectively, "Defendants") Counsel, and Draft, Review, and/or Revise Joint Stipulation to Consolidate Case Numbers 30-2021-01213154-CU-OE-CXC and 30-2024-01436416-CU-OE-CXC; [Proposed] Order Thereon (submitted on June 20, 2025) (Lewis Action)	1.30
Review Court's Order Granting Stipulation to Consolidate Case Numbers 30-2021-01213154-CU-OE-CXC and 30-2024-01436416-CU-OE-CXC (filed on July 15, 2025) (Lewis Action)	0.20
Review Court's Minute Order Re: Consolidation (filed on July 15, 2025) (Lewis Action)	0.20
Draft Notice of Entry of Judgment or Order Granting Stipulation to Consolidate Case Numbers 30-2021-01213154-CU-OE-CXC and 30-2024-01436416-CU-OE-CXC (filed on July 22, 2025) (Lewis Action)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on October 31, 2025) (Lewis Action)	1.10
Review Court's Minute Order Re: Status Conference (filed on November 3, 2025) (Lewis Action)	0.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement and Corrected Joint Status Conference Statement (filed on December 29, 2025) (Lewis Action)	1.20
Review Court's Minute Order Re: Status Conference (filed on January 7, 2026) (Lewis Action)	0.20
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on March 2, 2026) (Lewis Action)	0.90
Appearances	

Prepare for and Telephonically Attend Status Conference Hearing (June 22, 2022) (Lewis Action)	1.30
Discovery and Deposition	
Draft, Review, and/or Revise Letter to Defendant Salus Healthcare, LLC Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Ciara Lewis (served on April 14, 2021)	1.90
Draft, Review, and/or Revise Plaintiff Lewis' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Salus Healthcare, LLC (served on June 7, 2022) (Lewis Action)	2.50
Draft, Review, and/or Revise Plaintiff Lewis' Notice of Deposition of Person Most Knowledgeable at Defendant Salus Healthcare, LLC, and Requests for Production of Documents (noticed for August 1, 2022; Organizational Structure) (served on June 7, 2022) (Lewis Action)	1.20
Draft, Review, and/or Revise Plaintiff Lewis' Notice of Deposition of Person Most Knowledgeable at Defendant Salus Healthcare, LLC, and Requests for Production of Documents (noticed for August 2, 2022; Wage and Hour Practices) (served on June 7, 2022) (Lewis Action)	1.30
Draft, Review, and/or Revise Plaintiff Lewis' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Aspen Healthcare Corporation (served on June 7, 2022) (Lewis Action)	2.30
Draft, Review, and/or Revise Plaintiff Lewis' Notice of Deposition of Person Most Knowledgeable at Defendant Aspen Healthcare Corporation, and Requests for Production of Documents (noticed for August 3, 2022; Organizational Structure) (served on June 7, 2022) (Lewis Action)	1.10
Draft, Review, and/or Revise Plaintiff Lewis' Notice of Deposition of Person Most Knowledgeable at Defendant Aspen Healthcare Corporation, and Requests for Production of Documents (noticed for August 4, 2022; Wage and Hour Practices) (served on June 7, 2022) (Lewis Action)	1.20

Draft, Review, and/or Revise Plaintiff Lewis' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Salus Home Health (served on June 7, 2022) (Lewis Action)	2.30
Draft, Review, and/or Revise Plaintiff Lewis' Notice of Deposition of Person Most Knowledgeable at Defendant Salus Home Health, and Requests for Production of Documents (noticed for August 28, 2022; Organizational Structure) (served on June 7, 2022) (Lewis Action)	1.10
Draft, Review, and/or Revise Plaintiff Lewis' Notice of Deposition of Person Most Knowledgeable at Defendant Salus Home Health, and Requests for Production of Documents (noticed for August 29, 2022; Wage and Hour Practices) (served on June 7, 2022) (Lewis Action)	1.20
Draft, Review, and/or Revise Plaintiff Lewis' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Salus Hospice, LLC (served on June 7, 2022) (Lewis Action)	2.30
Draft, Review, and/or Revise Plaintiff Lewis' Notice of Deposition of Person Most Knowledgeable at Defendant Salus Hospice, LLC, and Requests for Production of Documents (noticed for August 10, 2022; Organizational Structure) (served on June 7, 2022) (Lewis Action)	1.10
Draft, Review, and/or Revise Plaintiff Lewis' Notice of Deposition of Person Most Knowledgeable at Defendant Salus Hospice, LLC, and Requests for Production of Documents (noticed for August 11, 2022; Wage and Hour Practices) (served on June 7, 2022) (Lewis Action)	1.20
Review and Analyze Documents Produced by Defendant Los Angeles Homecare LLC in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Ladonia White (served on June, 25, 2024)	1.80
Draft, Review, and/or Revise Plaintiff White's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Salus Healthcare, LLC (served on February 24, 2025) (White Action)	2.50

Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Salus Healthcare LLC and Requests for Production of Documents (noticed for May 16, 2025; Organizational Structure) (served on February 24, 2025) (White Action)	1.20
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Salus Healthcare LLC and Requests for Production of Documents (noticed for May 16, 2025; Wage and Hour Practices) (served on February 24, 2025) (White Action)	1.30
Draft Review, and/or Revise Plaintiff White's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Salus Home Health and Hospice Inc.(served on February 24, 2025) (White Action)	2.10
Draft Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Salus Home Health and Hospice Inc., and Requests for Production of Documents (noticed for May 14, 2025; Organizational Structure) (served on February 24, 2025) (White Action)	1.10
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Salus Home Health and Hospice Inc., and Requests for Production of Documents (noticed for May 14, 2025; Wage and Hour Practices) (served on February 24, 2025) (White Action)	1.20
Draft, Review, and/or Revise Plaintiff White's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Salus Homecare LLC (served on February 24, 2025) (White Action)	2.10
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Salus Homecare, LLC and Requests for Production of Documents (noticed for May 15, 2025; Organizational Structure) (served on February 24, 2025) (White Action)	1.10
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Salus Homecare, LLC and Requests for Production of Documents (noticed for May 15, 2025; Wage and Hour Practices) (served on February 24, 2025) (White Action)	1.20

Draft, Review, and/or Revise Plaintiff White's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Los Angeles Homecare LLC (served on February 24, 2025) (White Action)	2.10
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Los Angeles Homecare LLC and Requests for Production of Documents (noticed for May 12, 2025; Organizational Structure) (served on February 24, 2025) (White Action)	1.10
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Los Angeles Homecare LLC and Requests for Production of Documents (noticed for May 13, 2025; Wage and Hour Practices) (served on February 24, 2025) (White Action)	1.20
Draft, Review, and/or Revise Plaintiff White's Notice of Deposition of Mark Mortensen (noticed for May 19, 2025) (served on February 24, 2025) (White Action)	0.40
Draft, Review, and/or Revise Plaintiff White's Requests for Production of Documents (Set Two) and Special Interrogatories (Set Three) to Defendant Mark Mortensen (served on May 21, 2025) (White Action)	2.30
Draft, Review, and/or Revise Plaintiff White's Requests for Production of Documents (Set Two) and Special Interrogatories (Set Three) to Defendant Salus Home Health and Hospice, Inc. (served on May 21, 2025) (White Action)	1.90
Draft, Review, and/or Revise Plaintiff White's Requests for Production of Documents (Set Two) and Special Interrogatories (Set Three) to Defendant Salus Home Care LLC (served on May 21, 2025) (White Action)	1.90
Draft, Review, and/or Revise Plaintiff White's Requests for Production of Documents (Set Two) and Special Interrogatories (Set Three) to Defendant Salus Healthcare (served on May 21, 2025) (White Action)	1.90

Draft, Review, and/or Revise Plaintiff White's Requests for Production of Documents (Set Two) and Special Interrogatories (Set Three) to Defendant Los Angeles Homecare LLC (served on May 21, 2025) (White Action)	1.90
Review Defendant Mark Mortensen Responses to Plaintiff White's Special Interrogatories (Set Three) and Requests for Production of Documents (Set Two) (served on June 24, 2025) (White Action)	1.50
Review Defendant Salus Healthcare, LLC Responses to Plaintiff White's Special Interrogatories (Set Three) and Requests for Production of Documents (Set Two) (served on June 24, 2025) (White Action)	1.10
Review Defendant Los Angeles Homecare LLC (dba Salus Homecare) Responses to Plaintiff White's Special Interrogatories (Set Three) and Requests for Production of Documents (Set Two) (served on June 24, 2025) (White Action)	1.10
Review Defendant Salus Home Health and Hospice, Inc.'s Responses to Plaintiff White's Special Interrogatories (Set Three) and Requests for Production of Documents (Set Two) (served on June 24, 2025) (White Action)	1.10
Letters and Correspondence	
Research, Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Ciara Lewis Under the Private Attorneys General Act (served on May 21, 2021) (Lewis Action)	4.50
Research, Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Ladonia White Under the Private Attorneys General Act (served on June 3, 2024) (White Action)	4.50
Draft, Review, and/or Revise Additional Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Ladonia White under the Private Attorneys General Act (served on August 26, 2024)	2.10

Meet with, Draft Correspondence to, Respond to Correspondence from, and/or Review Correspondence with, Defendants' Counsel	15.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendants, and Other Sources Prior to Mediation	75.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support Thereof, and Performing, Reviewing, and/or Revising Penalties Analyses and Calculations (submitted on January 13, 2025)	29.50
Attend Mediation Session (January 15, 2025 via Zoom Video Conference)	13.50
Engage in Additional Settlement-Related Discussions	3.50
Review and Analyze Mediator's Proposal (issued February 27, 2025; accepted March 4, 2025)	2.50
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding/Term Sheet (fully executed May 20, 2025)	2.10
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on October 13, 2025) and Draft, Review, and/or Revise Cover Letter	14.50
Law and Motion	
Review and Analyze Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Notice of Motion and Motion to Compel Arbitration and to Dismiss, Declaration of Linda Dutton in Support Thereof, Declaration of M. Adam Tate in Support Thereof, and [Proposed] Order Thereon (served on June 16, 2022) (Lewis Action)	2.10

Research, Draft, Review, and/or Revise Plaintiff Lewis' Opposition to Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's Purported Evidence Regarding Motion to Compel Arbitration of Plaintiff Lewis' Individual PAGA Claim and to Dismiss Non-Individual PAGA Claims, Objections to Defendants' Purported Evidence Regarding Motion to Compel Arbitration of Plaintiff's Individual PAGA Claims and to Dismiss Non-Individual PAGA Claims, Request for Judicial Notice in Support Thereof, Declaration of Brittany L. Shaw in Support Thereof, and Declaration of Ciara Lewis in Support Thereof (filed on September 16, 2022) (Lewis Action)	20.50
Review and Analyze Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's <i>Ex Parte</i> Application for an Order to Show Cause Re: Dismissal; Memorandum of Points and Authorities, Declaration of Mark Mortensen in Support Thereof, Declaration of Todd Price in Support Thereof, Declaration of M. Adam Tate in Support Thereof, and [Proposed] Order Thereon (served on April 24, 2024) (Lewis Action)	1.60
Review Court's Order Re: Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's <i>Ex Parte</i> Application for an Order to Show Cause Re: Dismissal (filed on April 24, 2024) (Lewis Action)	0.10
Review and Analyze Supplemental Declaration of M. Adam Tate in Support Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's <i>Ex Parte</i> Application for an Order to Show Cause Re: Dismissal (served on April 25, 2024) (Lewis Action)	1.10
Research, Draft, Review, and/or Revise Plaintiff Lewis' Opposition to Defendants Salus Healthcare, LLC, Aspen Healthcare Corporation, Salus Hospice, LLC, and Salus Home Health's <i>Ex Parte</i> Application for an Order to Show Cause Re: Dismissal; Memorandum of Points and Authorities, Declaration of Aliza Grossman in Support Thereof, and Declaration of Ciara Lewis in Support Thereof (filed on April 25, 2024) (Lewis Action)	8.50
Review Court's Minute Order Re: <i>Ex Parte</i> Application (filed on April 25, 2024) (Lewis Action)	0.10

Research, Draft, Review, and/or Revise Plaintiffs' Motion for Approval of Private Attorneys General Act (Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs; Memorandum of Points and Authorities, Declaration of Ryan Slinger in Support Thereof, Declaration of Plaintiff Ciara Lewis in Support Thereof, Declaration of Plaintiff Ladonia White in Support Thereof, and [Proposed] Order and Judgment	16.50
Total Hours:	346.60

EXHIBIT 6

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Lewis vs. Salus Healthcare, LLC, et al. (PAGA) (lead case)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
4/14/2021	U.S. Postmaster	Postage	\$7.00
5/21/2021	U.S. Postmaster	Postage	\$35.80
5/21/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
7/30/2021	One Legal	Attorney Service	\$57.00
7/30/2021	Orange County Superior Court	Complex Filing Fee	\$1,000.00
7/30/2021	Orange County Superior Court	Complaint Filing Fee	\$435.00
8/30/2021	ProLegal	Attorney Service	\$179.60
11/5/2021	Legal Document Server, Inc.	Attorney Service	\$13.25
6/7/2022	Legal Document Server, Inc.	Attorney Service	\$13.25
6/7/2022	General Logistics Systems US, Inc.	Courier Service	\$94.08
6/8/2022	General Logistics Systems US, Inc.	Courier Service	\$15.26
6/17/2022	Legal Document Server, Inc.	Attorney Service	\$13.25
7/21/2022	Legal Document Server, Inc.	Attorney Service	\$14.00
7/21/2022	Orange County Superior Court	Document Download Fee	\$7.50
7/22/2022	Legal Document Server, Inc.	Attorney Service	\$14.00
9/16/2022	One Legal	Attorney Service	\$16.21
9/19/2022	General Logistics Systems US, Inc.	Courier Service	\$32.28
9/26/2022	Legal Document Server, Inc.	Attorney Service	\$15.35
9/26/2022	Orange County Superior Court	Stipulation & Order Fee	\$20.00
1/4/2023	Legal Document Server, Inc.	Attorney Service	\$14.00
5/5/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
5/8/2023	Legal Document Server, Inc.	Attorney Service	\$15.59
5/8/2023	Orange County Superior Court	Stipulation & Order Fee	\$20.00
5/11/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
5/22/2023	Legal Document Server, Inc.	Attorney Service	\$1.39
5/22/2023	Orange County Superior Court	Stipulation & Order Fee	\$20.00
8/15/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
10/9/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
10/16/2023	Legal Document Server, Inc.	Attorney Service	\$1.39
10/16/2023	Orange County Superior Court	Stipulation & Order Fee	\$20.00
11/9/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
11/14/2023	Legal Document Server, Inc.	Attorney Service	\$1.39
11/14/2023	Orange County Superior Court	Stipulation & Order Fee	\$20.00
11/22/2023	Legal Document Server, Inc.	Attorney Service	\$64.20
3/13/2024	Todd Smith, Esq.	Mediation Fee	\$10,000.00
3/28/2024	General Logistics Systems US, Inc.	Courier Service	\$49.45
4/25/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
4/25/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
4/25/2024	Aliza Grossman	Travel Reimbursement	\$57.28

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Lewis vs. Salus Healthcare, LLC, et al. (PAGA) (lead case)

8/15/2024	Legal Document Server, Inc.	Attorney Service	\$15.59
8/15/2024	Orange County Superior Court	Stipulation & Order Fee	\$20.00
8/16/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
1/17/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
2/14/2025	CPAnalytics	Data Analysis of Sampling of Time Records	\$9,725.00
3/12/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
4/15/2025	Legal Document Server, Inc.	Attorney Service	\$16.59
4/15/2025	Orange County Superior Court	Stipulation & Order Fee	\$20.00
4/18/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
6/4/2025	Orange County Superior Court	Document Download Fee	\$7.50
7/15/2025	Legal Document Server, Inc.	Attorney Service	\$16.59
7/15/2025	Orange County Superior Court	Stipulation & Order Fee	\$20.00
7/25/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
10/22/2025	Orange County Superior Court	Document Download Fee	\$7.50
10/31/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
11/4/2025	Orange County Superior Court	Document Download Fee	\$31.40
11/6/2025	Orange County Superior Court	Document Download Fee	\$7.50
11/13/2025	Orange County Superior Court	Document Download Fee	\$30.00
12/29/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
12/29/2025	Legal Document Server, Inc.	Attorney Service	\$15.20

Total: \$22,480.19

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
White vs. Los Angeles Homecare LLC, et al. (PAGA) (consolidated)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
6/3/2024	U.S. Postmaster	Postage	\$71.76
6/3/2024	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
10/31/2024	Legal Document Server, Inc.	Attorney Service	\$44.43
10/31/2024	Orange County Superior Court	Complaint Filing Fee	\$435.00
12/2/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
1/14/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
1/28/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
2/11/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
2/24/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
2/25/2025	Legal Document Server, Inc.	Attorney Service	\$69.50
2/25/2025	Orange County Superior Court	Complex Filing Fee	\$1,000.00
3/12/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
4/21/2025	Legal Document Server, Inc.	Attorney Service	\$16.59
4/21/2025	Orange County Superior Court	Stipulation & Order Fee	\$20.00
4/24/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
Total:			<u>\$1,837.68</u>