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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

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

Plaintiff,

vs.

5648 EAST GOTHAM STREET, LLC, a
California limited liability company;
BRIARCREST NURSING CENTER, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 21NWCV00450
[Consolidated with Case No. 21NWCV00755]

*Assigned for All Purposes to: Hon. Lee W. Tsao,
Dept F*

**DECLARATION OF HEATHER DAVIS IN
SUPPORT OF PLAINTIFFS' MOTION FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT AND ENTERING JUDGMENT**

Date: September 25, 2025
Time: 9:30 A.M.
Place: Dept. C
Res ID: 075801553155

Medina Complaint Filed: July 12, 2021
Trial Date: None Set

DECLARATION OF HEATHER DAVIS IN SUPPORT OF PLAINTIFF'S MOTION FOR ORDER APPROVING
SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS GENERAL ACT AND
ENTERING JUDGMENT

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I, Heather Davis, declare as follows:

1. I am an attorney duly admitted to the Bar of the State of California and all United States District Courts in the State of California. I am a Partner with Protection Law Group, LLP, counsel of record for Plaintiff CAROLINA MEDINA (“Plaintiff” or “Plaintiff Medina”). I make this declaration in support of Plaintiffs’ Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment (“Approval Motion”). Unless indicated otherwise, I have personal knowledge of the facts stated herein and, if called as a witness, I could and would competently testify thereto.

PLAINTIFF MEDINA’S COUNSEL’S BACKGROUND AND EXPERIENCE

2. I am a duly licensed attorney and have been a member of the Colorado State Bar since 1998, the California State Bar since 2005, and the Arizona State Bar since 2007. I graduated from the University of Denver School of Law in 1998, and I am licensed to practice before all courts of the State of California and Colorado, as well as the State of Arizona and District Courts throughout the country.

3. Prior to opening my law firm, I developed particular expertise in the area of wage and hour litigation. For instance, between 2007 and 2013, I joined the law firm of Littler Mendelson, P.C., the largest labor and employment law firm in the United States.

4. During my employment with Littler Mendelson, P.C., I continued my practice of employment law, and was responsible for and defended dozens of complex class actions, including some of the largest representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off the clock work, and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions, and interviews of hundreds of putative class members, as well as extensive state, federal, and appellate briefing on hundreds of wage and hour issues involving class actions.

5. During my employment at Littler Mendelson, I played a significant role in the class actions for which I was responsible. In particular, I was often in charge of leading the

1 strategy of the cases and drafting all of the briefs. I received a wide-array of wage and hour class
2 action experience performing the following types of tasks: drafting demurrers; motions to strike
3 and/or dismiss; removing actions from state court to federal court; drafting and responding to
4 written discovery; drafting and opposing discovery-related motions; arguing discovery-related
5 motions; drafting motions to consolidate related matters; interviewing putative class members
6 and obtaining declarations in connection with class certification; drafting oppositions to motions
7 for class certification; drafting motions for decertification following class certification;
8 conducting exposure analyses to assess the strengths and weaknesses of asserted claims, the
9 likelihood of prevailing at class certification, and potential damages resulting from such claims;
10 drafting mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiffs
11 and putative class members; deposing retained expert witnesses; and defending the depositions
12 of corporate witnesses. In short, I played an integral role in all aspects of litigation from the
inception of a matter through and beyond class certification.

13 6. During my practice in other jurisdictions and continuing today, I have been
14 primarily devoted to working in employment law and on complex class action and representative
15 litigation, and multi-plaintiff work.

16 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
17 of employees against employers in California involving claims relating to violations of the
18 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
19 premiums, failure to pay meal and rest premiums, and failure to provide accurate wage records.
20 The practice of employment law is a very specific, narrow field which requires diligence in an
21 ever-evolving field of substantive and procedural law.

22 8. Although not exhaustive, below is a representative list of several of the wage and
23 hour class actions that I performed substantial work on while I was an attorney with Littler
24 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
25 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592, (San Bernardino Superior Court class action
26 settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v. United*
27 *Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica, Inc.*, 3:11-

CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v. Coldwell Banker Residential Brokerage Co.*, BC417335, (Los Angeles Superior Court, class action settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA (Central District class action settlement).

9. Since opening my firm, I have served as lead counsel or co-class counsel in several wage and hour class and/or representative actions seeking wages and penalties owed on behalf of employees for which final approval of the settlement or class certification has been granted, including, but not limited to the following:

- *Holzer v. Wedbush Securities, Inc.*, BC 550462 (Los Angeles County Superior Court wage and hour class action certifying class of independent contractors and appointing Protection Law Group, LLP as class counsel);
- *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court wage and hour class action certifying class of all non-exempt employees and appointing Protection Law Group, LLP as class counsel);
- *Morera v. Continental Assets Mgmt.*, BC502003, (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court, Northern District of California, wage and hour class action settlement and appointment Protection Law Group, LLP as class counsel in settlement);
- *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior Court wage and hour Class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage and hour class action);

- *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Torres v. Auto Rescue et al.*, RIC 1509900 (Riverside County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central District of California appointing Protection Law Group, LLP as class counsel in settlement);
- *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour

- class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American Arbitration Association wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement on behalf of class of 75,000+ putative class members);
 - *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS 1803211 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class

- counsel in settlement);
- *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
 - *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);

- *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);
- *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior Court approving PAGA Settlement);
- *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement); and
- *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior Court approving PAGA Settlement).

10. Including myself, Protection Law Group includes nine attorneys, all of whom actively and continuously represent plaintiffs in employment class actions and representative actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in various Federal courts. Because of the unique history and nature of our practice, all of the attorneys at Protection Law Group have a high level of knowledge and experience in labor and employment law.

- a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr. Nayebdadash received his Bachelor of Arts degree from the University of California, Los Angeles in 1998 and a Juris Doctor degree from Pepperdine University School of Law in 2003. He was admitted to practice law in California in November of 2004, and has been admitted to practice in all federal district courts in the State of California. Prior to founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler Mendelson, P.C., the largest labor and employment law firm in the United States. In 2013, Mr. Nayebdadash and I founded Protection Law Group, LLP. Since the inception of Protection Law Group, LLP, Mr. Nayebdadash has focused his practice on the representation of employees against employers in California. Mr. Nayebdadash has extensive experience in all aspects of employment litigation, with a focus on wage and hour class and representative action, including, but not limited to taking and defending

1 depositions, briefing and arguing motions, preparing for class certification,
2 negotiating complex wage and hour settlements, trial and appeal.

3 b. Susan Huerta – (Former) Senior Associate at Protection Law Group, LLP. Ms.
4 Huerta received her Bachelor of Science degree from California State University,
5 Northridge and a Juris Doctor degree from Southwestern Law School. Ms. Huerta
6 was admitted to practice in California in June 2008 and is admitted to practice law
7 in all California Federal Courts and United States Court of Appeals for the Ninth
8 Circuit. Prior to joining Protection Law Group, LLP, Ms. Huerta’s practice focused
9 on representing plaintiffs in individual employment and class actions. Since joining
10 Protection Law Group, LLP, Ms. Huerta’s practice has focused solely on the
11 representation of employee plaintiffs in complex wage and hour class and
12 representative actions. Ms. Huerta has extensive experience briefing and arguing
13 motions, and managing written discovery.

14 c. Brendan J. Burton – Senior Associate at Protection Law Group, LLP. Mr. Burton
15 received his Bachelor of Arts degree from the University of San Diego and a Juris
16 Doctor degree from California Western School of Law. Mr. Burton was
17 admitted to practice in California in December 2018 and is admitted to practice
18 law in all California Federal Courts and United States Court of Appeals for the Ninth
19 Circuit. Prior to joining Protection Law Group, LLP, Mr. Burton’s practice
20 focused on recovering damages for injured victims. Since joining Protection Law
21 Group, LLP, Mr. Burton’s practice has focused solely on the representation
22 of employee plaintiffs in complex wage and hour class and representative actions.
23 Mr. Burton has extensive experience briefing and arguing motions, and
24 managing written discovery.

25 d. Shadi Sahebghalam – Associate at Protection Law Group, LLP. Ms. Sahebghalam
26 received her Bachelor of Liberal Arts degree from the University of California, Los
27 Angeles and a Juris Doctor degree from Pacific Coast University, School of Law.
28 Ms. Sahebghalam was admitted to practice in California in April 2022 and is

1 admitted to practice law in Eastern and Southern Districts of California Federal
2 Courts. Prior to joining Protection Law Group, LLP, Ms. Sahebghalam's practice
3 focused on representing plaintiffs in individual employment discrimination cases
4 and wage and hour disputes in state and federal courts, as well as arbitration. After
5 joining Protection Law Group, LLP, Ms. Sahebghalam's
6 practice has focused solely on the representation of employee plaintiffs in
7 complex wage and hour class and representative actions.

8 11. I am fully familiar with the legal and factual issues in this case and have specific
9 experience litigating complex wage and hour actions as class actions, including employment cases
10 as set forth above. The Settlement presented here only resulted after having engaged in extensive
11 formal and informal discovery, and investigation, and is the product of hard-fought litigation and
12 extensive arms' length negotiations. In my opinion as an experienced counsel, the Settlement is
13 fair, reasonable, adequate, and in the best interests of the State and the Aggrieved Employees.

14 **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

15 12. Plaintiff Carolina Medina ("Plaintiff Medina") worked for Defendants 5648 EAST
16 GOTHAM STREET, LLC and BRIARCREST NURSING CENTER as an hourly-paid, non-
17 exempt employee from approximately January 2019 to approximately March 2020.

18 13. On May 6, 2021, Plaintiff Medina's Counsel, on behalf of Plaintiff Medina and
19 the State of California with respect to PAGA Members, gave written notice to the LWDA
20 of the California Labor Code violations that Defendants 5648 East Gotham Street, LLC and
21 Briarcrest Nursing Center are alleged to have violated ("Plaintiff Medina's PAGA Letter").

22 14. On July 12, 2021, Plaintiff Medina filed a putative representative action
23 Complaint against Defendants 5648 East Gotham Street, LLC and Briarcrest Nursing Center
24 alleging a single cause of action for violation of California Labor Code § 2698, *et seq.*, Private
25 Attorneys General Act ("PAGA") (i.e., the Medina Action).

26 15. On September 10, 2021, Plaintiff Naylor's Counsel, on behalf of Plaintiff Naylor
27 and the State of California with respect to PAGA Members, gave written notice to the LWDA
28

1 of the Labor Code violations Defendant 5648 East Gotham Street, LLC is alleged to have
2 violated (“Plaintiff Naylor’s PAGA Letter”) (together with Plaintiff Medina’s PAGA Letter,
3 “PAGA Letters”).

4 16. On September 16, 2021, Defendants 5648 East Gotham Street, LLC and
5 Briarcrest Nursing Center filed their Answer to Plaintiff Medina’s Complaint.

6 17. On October 1, 2021, Plaintiff Medina filed Proofs of Service of Summons as
7 to Defendants 5648 East Gotham Street, LLC and Briarcrest Nursing Center.

8 18. On November 15, 2021, Plaintiff Naylor filed his putative representative
9 action Complaint against Defendant 5648 East Gotham Street, LLC, Ira Smedra and Jacob
10 Wintner (i.e., the Naylor Action).

11 19. On April 5 and 6, 2022, Plaintiff Naylor filed a Proofs of Service of Summons as
12 to Defendant 5648 East Gotham Street, LLC, Ira Smedra and Jacob Wintner.

13 20. On April 28, 2022, Defendants 5648 East Gotham Street, LLC, Ira Smedra and
14 Jacob Wintner filed their Answer to Plaintiff Naylor’s Complaint.

15 21. Also on April 28, 2022, Defendants filed Notices of Related Case in both Actions,
16 indicating that these Actions are related to one another.

17 22. On June 13, 2022, the Court found that the Actions are related, designating the
18 Medina Action as the lead case.

19 23. On November 30, 2022, Defendants 5648 East Gotham Street, LLC and Briarcrest
20 Nursing Center filed a Petition to Compel Arbitration of Plaintiff Medina’s individual PAGA claim,
21 to dismiss her collective action and to stay further proceedings pending binding arbitration.

22 24. On December 1, 2022, Defendants 5648 East Gotham Street, LLC, Ira Smedra
23 and Jacob Wintner filed a Petition to Compel Arbitration of Plaintiff Naylor’s individual PAGA
24 claim, to dismiss his collective action and to stay further proceedings pending binding arbitration.

25 25. On March 28, 2023, the Court granted Defendants’ Petitions to Compel
26 Arbitration as to the Plaintiffs’ individual claims. The representative claims were stayed in both
27 Actions.

1 26. On July 17, 2023, the Parties participated in a mediation hearing before
2 an experienced employment and class action mediator, Eve Wagner, Esq. (the “Mediation”).
3 In order to provide Plaintiffs and their counsel the opportunity to adequately evaluate the alleged
4 claims, Defendants informally produced their written policies in place during the PAGA Period
5 including its employee handbook, Plaintiffs’ complete personnel files, and time and payroll data
6 for the aggrieved employees. Defendants also provided Plaintiffs with data points necessary for
7 Plaintiffs to complete a damages analysis and estimate Defendants’ potential exposure. However,
8 the Parties were unable to resolve this matter during mediation.

9 27. On August 9, 2023, Plaintiff Medina submitted an arbitration demand for
10 her individual PAGA claims with JAMS Arbitration.

11 28. On July 13, 2024, the Parties reached a global resolution through extensive,
12 arms’ length, informal mediation communications via Eve Wagner, Esq.

13 29. Following mediation, the Parties spent considerable time negotiating the terms
14 of a long form settlement agreement, and on April 7, 2025, fully executed the Settlement
15 Agreement.

16 30. The Parties also met and conferred on the form and contents of the PAGA
17 Notice Letter to be sent to the Aggrieved Employees advising them of the settlement and
18 payment.

19 31. Throughout the Actions, Defendants have denied, and continue to deny, any
20 wrongdoing in regard to the alleged violations.

21 32. The Settlement described in this Settlement Agreement represents a compromise
22 and settlement of highly disputed claims. Nothing in this Settlement is intended or will be
23 construed as an admission by Defendants that Plaintiffs’ claims in the Actions have any merit or
24 that they have any liability to Plaintiffs, PAGA Members, or the State of California on those
25 claims, or as an admission by Plaintiffs that Defendants’ defenses in the Actions have any merit.
26 This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge,
27 and settle the released claims subject to the terms and conditions set forth in this Settlement.

33. Based on their own thorough, independent investigation and evaluation of the Actions, Plaintiffs' Counsel is of the opinion that the Settlement of the Actions with Defendants for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the State of California and PAGA Members in light of all known facts and circumstances, including the risk of significant costs and delay, the defenses asserted by Defendants including the risks of adverse determinations on the merits, and numerous potential appellate issues. Although Defendants contend that they have no liability in the Actions, Defense Counsel shares Plaintiffs' Counsel's belief that this Settlement represents a fair and adequate settlement given the respective risks associated with the case.

34. On April 14, 2025, at the same time the Settlement Agreement was sent to the Court, Plaintiffs submitted the Settlement Agreement to the LWDA. *See* Ex. 6.

SUMMARY OF THE TERMS OF SETTLEMENT

35. Plaintiffs seek approval of the proposed Settlement Agreement.

36. The Settlement Agreement defines the "PAGA Members" and "PAGA Period" as: all current and former hourly-paid or non-exempt employees who were employed by Defendants in the state of California at any time during the period of time commencing on May 6, 2020, and ending on the date the Court approves the Settlement. Settlement Agreement ¶¶5, 6.

37. According to information provided to my office by Defendants' counsel, as of May 2023, there were approximately 391 PAGA Members. Settlement Agreement ¶16.

38. Subject to Court approval, the Parties have agreed to settle the PAGA claims at issue in the Actions for a Gross Settlement Amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00). Settlement Agreement ¶¶15, 52.

39. Defendants represent that as of May 2023, the number of Pay Periods of the 391 PAGA Members is 11,104. Should the qualifying Pay Periods of the PAGA Members during the PAGA Period ultimately increase by more than ten percent (10%) (i.e., by more than 1,110 Pay Periods), Defendants shall increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Pay Periods of the PAGA

Members above ten percent (10%). For example, if the number of Pay Periods increases by eleven percent (11%) (1,221 Pay Periods), the Gross Settlement Amount will increase by one percent (1%) to Three Hundred and Three Thousand Dollars and No Cents (\$303,000). However, under no circumstance will the total Gross Settlement Amount rise more than a total of 2% or more than Three Hundred and Six Thousand Dollars and No Cents (\$306,000). Settlement Agreement ¶16.

40. The Gross Settlement Amount is a common fund, and therefore includes all requested costs, fees, and other allocations. Specifically, the Gross Settlement Amount includes: (i) the Plaintiffs' Representative Payments in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to each Plaintiff, for a total of Fifteen Thousand Dollars and No Cents (\$15,000.00); (ii) the Plaintiffs' Counsel Fees Payment in the amount of thirty-five percent (35%) of the Gross Settlement Amount, amounting to One Hundred and Five Thousand Dollars and No Cents (\$105,000.00); (iii) the Plaintiffs' Counsel Litigation Costs Payment, not to exceed Fourteen Thousand Four Hundred Eight-Eight Dollars and Thirty-Nine Cents (\$14,488.39); (iv) Settlement Administrator Payment, not to exceed Six Thousand Nine Hundred Ninety Dollars and No Cents (\$6,990.00); and (v) the Net Settlement Amount. Settlement Agreement, ¶¶5, 6, 9, 10, 11, 12, 15, 18, 19.

41. The Net Settlement Amount is currently estimated to be One Hundred Fifty-Eight Thousand Five Hundred Twenty-One Dollars and Sixty-One Cents (\$158,521.61), and will be distributed as follows: seventy-five percent (75%) of the Net Settlement Amount, or One Hundred Eighteen Thousand Eight Hundred Ninety-One Dollars and Twenty-One Cents (\$118,891.21), will be paid to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement, or Thirty-Nine Thousand Six Hundred Thirty Dollars and Forty Cents (\$39,630.40), will be paid to the PAGA Members on a *pro rata* basis based upon the number of Pay Periods worked by each PAGA Member during the PAGA Period. Settlement Agreement ¶¶17, 59(d).

42. Each PAGA Payment Share is intended to settle claims for civil penalties arising

1 under PAGA. Accordingly, one hundred percent (100%) of each PAGA Payment Share shall
2 represent civil penalties. The PAGA Payment Share shall be paid to the PAGA Member in full
3 without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form
4 1099 to each PAGA Member for that amount. Each PAGA Member shall be individually
5 responsible for their own share of applicable income tax withholdings and deductions for his or
6 her PAGA Payment Share. Settlement Agreement ¶¶20, 57.

7 43. Within fourteen (14) calendar days after the date on which the Court enters an
8 order granting approval of this Settlement, Defendant will provide the Settlement
9 Administrator a list of all PAGA Members, and will be formatted in a readable Microsoft
10 Office Excel spreadsheet containing the following information for each PAGA Member: (1)
11 full name; (2) last known home address; (3) last known telephone number; (4) social security
12 number; (5) start and end dates of active employment as a non-exempt employee of Defendants
13 in the State of California; (6) total Pay Periods during the PAGA Period; and (8) any other
14 information required by the Settlement Administrator in order to effectuate the terms of the
15 Settlement. Settlement Agreement ¶¶7, 8, 51(a)-(b), 60.

16 44. Within thirty (30) calendar days of the Effective Date, Defendants will deposit
17 the initial payment of the Gross Settlement Amount in the sum of One Hundred Fifty Thousand
18 Dollars and No Cents (\$150,000.00) (“First Installment”) into a Qualified Settlement Fund
19 (“QSF”) to be established by the Settlement Administrator. The final payment of One
20 Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) (“Second Installment”),
21 constituting the final payment by Defendants shall be paid by Defendants six (6) months after
22 the initial payment, which will include no more than an additional Six Thousand Dollars and
23 No Cents (\$6,000.00) pursuant to the Escalator Clause in Paragraph 16. Settlement Agreement
24 ¶¶16, 22, 52.

25 45. Within fourteen (14) calendar days following the receipt of the Gross Settlement
26 Amount, the Settlement Administrator shall pay to each PAGA Member his or her PAGA
27 Payment Share by sending a check in the appropriate amount to the PAGA Member at the address
28

1 indicated in the Aggrieved Employee List. The Settlement Administrator shall conduct a National
2 Change of Address search on all PAGA Members before mailing the PAGA Notice to each PAGA
3 Member's address. ¶¶7, 53.

4 46. Payments to Aggrieved Employees will be accompanied by a cover letter,
5 substantially similar in content and form to the proposed letter attached as "Exhibit A" to the
6 Settlement Agreement. Settlement Agreement, Ex. A.

7 47. All checks to PAGA Members will be sent by the Settlement Administrator and
8 shall remain valid and negotiable for One Hundred Eighty (180) calendar days from the date
9 of their issuance. If any checks are not cashed within One Hundred Eighty (180) days of mailing,
10 those funds shall be distributed to the Controller of the State of California to be held pursuant to
11 the California Unclaimed Property Law, California Code of Civil Procedure § 1500, *et seq.*
12 Settlement Agreement ¶¶54, 55.

13 48. In exchange for payment from the Settlement, upon the Effective Date, as
14 defined in the Settlement Agreement, and the funding of the Gross Settlement Amount,
15 Plaintiffs, PAGA Members, the LWDA, and the State of California shall release Defendants
16 and the other Released Parties from any and all claims for the recovery of civil penalties,
17 attorneys' fees and costs, arising out of the violations alleged both in the Complaints and PAGA
18 Notices sent to the LWDA or which reasonably could have been alleged based on the alleged facts.
19 Nothing under the Settlement Agreement shall be construed to release anything other than the
20 claims for penalties under Labor Code §2699, *et seq.*, on behalf of the State or the PAGA
21 Members. Settlement Agreement ¶¶24, 25, 61, 62, 63.

22 **THE SETTLEMENT IS FAIR AND REASONABLE**

23 **Plaintiff Complied with PAGA's Notice Requirements**

24 49. Before bringing a civil action under the PAGA, an employee must comply with
25 the notice requirements. Specifically, on May 6, 2021, Plaintiff Medina provided written notice
26 to the LWDA and Defendants of her intent to assert claims under the PAGA and the basis for
27 those claims, to which the LWDA did not respond. *See* Ex. 1. Accordingly, on July 12, 2021,

1 after more than 65 days had passed, Plaintiff Medina filed her Complaint in the Medina Action.

2 50. On September 10, 2021, Plaintiff Naylor provided written notice to the LWDA
3 and Defendants of his intent to assert claims under the PAGA and the basis for those claims, to
4 which the LWDA did not respond. *See* Declaration of Alicia Brush in Support of Motion for Court
5 Approval of Parties' PAGA Settlement ("Brush Decl.") ¶8. Ex. 2. Accordingly, on November 15,
6 2021, after more than 65 days had passed, Plaintiff Naylor filed his Complaint in the Naylor
7 Action.

8 51. The Settlement Agreement and this motion and supporting papers are being
9 concurrently submitted to the California Labor and Workforce Development Agency, as required
10 by California Labor Code section 2699(1)(2).

11 **Discovery and Informed Arms-Length Negotiations**

12 52. The Parties prepared extensive briefings and arguments regarding the strengths
13 and weaknesses of Plaintiffs' claims and Defendants' defenses and engaged in extensive
14 settlement negotiations during a full day mediation with Eve Wagner, Esq., a highly respected
15 mediator with extensive experience involving wage and hour matters including actions under
16 the PAGA. The settlement negotiations were at arm's length and, although conducted in a
17 professional manner, were adversarial. Defendants at all times maintained that they had complied
18 with California wage and hour laws. Likewise, if this matter had not resolved at mediation, Plaintiffs
19 were prepared to vigorously litigate this dispute including through trial and possible appeals. The
20 proposed Settlement was reached at the end of a process that was neither fraudulent nor collusive.
21 To the contrary, counsel for the Parties advanced their respective positions throughout the
22 settlement negotiations.

23 53. Settlement was reached in this matter only after extensive informal discovery. Prior
24 to mediation, Defendants' counsel provided my office with the PAGA Members' time and
25 payroll records as well as information regarding the total number of non-exempt employees, the
26 number of current and former non-exempt employees, the number of pay periods worked by
27 non-exempt employees within the relevant time period, and other relevant information. In
28

1 addition, Defendants also supplied my office with Defendants' employee handbooks, all
2 applicable wage and hour policies, and other relevant documents. My office thoroughly
3 reviewed this discovery and worked with an outside expert to review this data. Based on this
4 review and analysis, my office was able to prepare an informed assessment and analysis of
5 Defendants' potential exposure. This investigation allowed my office to act intelligently in
6 negotiating the settlement.

7 54. The Parties extensively briefed their respective positions regarding the strengths
8 and weaknesses of Plaintiffs' claims and Defendants' defenses, and provided their analyses
9 to the mediator for her consideration. The mediator helped the Parties debate the strengths
10 and weakness of their respective positions and reach a compromise despite their disputed
11 evaluations of the case.

12 **Estimate of Defendants' Maximum Potential Exposure**

13 55. At the time of mediation, there were approximately 391 employees and 11,104 pay
14 periods at issue within the PAGA Period. Based on the discovery provided, my office estimated
15 that should all claims be adjudicated in favor of Plaintiffs, Defendants faced an estimated
16 maximum liability of Twenty-Two Million Eight Hundred Nineteen Thousand Two Hundred
17 Ninety-One Dollars and Thirty-Six Cents (\$22,819,291.36) in penalties arising from the alleged
18 Labor Code violations.

19 **Risk-Based Analysis and Adjustments**

20 56. Although the investigation and information discovered supports Plaintiffs'
21 contentions, Plaintiffs and my office recognize that substantial barriers exist to actual recovery
22 of such penalties. Consideration of these risks factored into the decision to enter the Settlement
23 at this stage of litigation.

24 57. First, in order for Plaintiffs to prevail at trial on their PAGA claims, they would
25 have to prove the underlying Labor Code violations, demonstrate that PAGA Members suffered
26 these violations, and demonstrate that Defendants' conduct gave rise to penalties. Plaintiffs'
27 core allegation is that Defendants systematically violated the California Labor Code by, *inter alia*,

1 failing to pay for all time worked, including minimum and overtime wages, failing to provide
2 compliant meal and rest periods and associated premiums, failing to timely pay wages during
3 and upon termination of employment, failing to provide accurate itemized wage statements,
4 failing to maintain accurate payroll records, and failing to reimburse business expenses and costs.
5 Although Plaintiffs maintain that such wage and hour claims are amenable to resolution as to a
6 group of employees, many courts have found that the issues raised by Plaintiffs, including off-
7 the-clock work, meal and rest period violations, and unreimbursed business expenses, raise
8 individualized issues that render a case unmanageable and unsuitable for adjudication as to a
9 large group of employees. Although California case law clearly states that PAGA actions need
10 not satisfy class action requirements, my office remained mindful of the fact that some courts
11 have nevertheless held that PAGA claims must meet a threshold “manageability” requirement.
12 Indeed, Plaintiffs were forced to consider the recent ruling by Second District Court of Appeal in
13 *Wesson v. Staples the Office Superstore, LLC* (Cal. Ct. App. 2021) 68 Cal.App.5th 746, that trial
14 judges have inherent authority to limit, and even strike, unmanageable PAGA claims.

15 58. Defendants also maintained several defenses to Plaintiffs’ theories of liability
16 which, if successfully argued and proven, had the potential to eliminate or substantially reduce
17 Plaintiffs’ estimated recovery. Throughout this litigation, Defendants have maintained that they
18 had legally compliant employment policies and practices and deny that they ever violated the
19 Labor Code provisions Plaintiffs seek to enforce under the PAGA. For instance, with respect
20 to penalties Plaintiffs sought to enforce for meal period violations, Defendants argued that, given
21 that they maintained compliant policies and practices, any remaining issues regarding meal periods
22 would require an individualized inquiry that would be unmanageable.

23 59. Plaintiffs’ claims regarding off-the-clock work performed before and after
24 employees’ shifts, and during meal periods, faced similar challenges and the potential need
25 for individualized inquiry.

26 60. My office also anticipated that should the case proceed, Defendants would attempt
27 to challenge Plaintiffs’ standing as aggrieved employees and would deny that any of their other
28 employees, whom Plaintiffs seek to represent, are aggrieved. Indeed, some courts have taken an

1 approach requiring Plaintiffs to establish standing and bifurcating discovery and/or trial of a PAGA
2 claim.

3 61. In addition to Defendants' anticipated defenses, my office remained mindful of the
4 fact that PAGA gives the Court discretion to lower the penalties assessed if, based on the facts and
5 circumstances of the particular case, to do otherwise would result in an award that is "unjust,
6 arbitrary and oppressive, or confiscatory."

7 62. My office also recognized that there was a significant risk that the Court would
8 decline to assess the cumulative penalties for the maximum number of potential violations, as a
9 significant portion of Defendants' liability arises from claims that are largely predicated on
10 successful prosecution of Plaintiffs' meal period, rest period, and unpaid overtime and minimum
11 wage claims, and could therefore be considered duplicative by the court.

12 63. Further, my office recognized that protracted litigation of PAGA claims would be
13 an expensive, time-consuming, and extremely uncertain proposition. In order to prove liability and
14 damages, Plaintiffs would be required to conduct additional extensive discovery, conduct
15 numerous depositions, request and analyze thousands of pages of documents, obtain employee
16 contact information, contact these employees, and obtain numerous declarations at great
17 expense. Obtaining the cooperation of current employees would also be difficult, given the likely
18 reluctance to aid prosecution of a lawsuit against a current employer. On the other hand,
19 Defendants would likely be able to obtain the cooperation of their employees. Moreover, even if
20 Plaintiffs prevailed at trial, possible appeals could substantially delay any recovery by the
21 employees and State of California. There are also ongoing appellate challenges to the PAGA
22 that pose serious concerns. Accordingly, there is a significant risk that Plaintiffs could ultimately
23 recover nothing for themselves, other employees, or the State.

24 64. Thus, while Plaintiffs maintain that their PAGA claims are meritorious, my office
25 took into account the strengths and weaknesses of each side's respective positions in evaluating
26 the Defendants' likely potential exposure. First, taking into account the risk of maintaining the
27 case on a representative basis, arguments regarding manageability, and challenges to Plaintiffs'
28 status as aggrieved employees, my office discounted Defendants' estimated liability by eighty

1 percent (80%). In consideration for merits-based risk factors, including prevailing at trial, my
2 office discounted Defendants' estimated liability by an additional eighty percent (80%). Finally,
3 given the discretionary nature of PAGA penalties, the likelihood that these potential penalties
4 could be severely reduced by the Court's decision to decline to stack such penalties, and ongoing
5 appellate challenges, my office discounted Defendants' estimated liability by an additional sixty-
6 eight percent (68%). This resulted in an adjusted estimated liability of Two Hundred Ninety-Two
7 Thousand and Ninety-Three Cents (\$292,086.93).

8 **Policy Considerations and Prior Settlements**

9 65. My office was also mindful of the fact that the PAGA is fundamentally not intended
10 to be compensatory in nature but instead intended to facilitate enforcement of California's labor
11 laws by financing state activities and educating and deterring non-compliance. After considering
12 these complicating factors, Plaintiffs and my office concluded that it was in the best interest of
13 the State of California and the Aggrieved Employees to enter into the Settlement. The overall
14 relief obtained by the Settlement is significant, not only from a monetary perspective, but also
15 because it fulfills the public policy objectives of the PAGA – to promote enforcement of
16 California's labor laws, provide funds to the state, and deter future non-compliance by Defendants.

17 66. For these reasons, the Settlement presented herein is fair, reasonable, and adequate.

18 **PLAINTIFFS' COUNSEL'S FEES**

19 67. My office, and Co-Counsel's office, seek approval of attorneys' fees in the amount
20 of One Hundred and Five Thousand Dollars and No Cents (\$105,000.00), which is thirty-five
21 percent (35%) of the Gross Settlement Amount, as set forth and agreed to as part of the
22 Settlement. This percentage award is commensurate with: (1) the economic risk Plaintiffs'
23 Counsel took in commencing this action on a contingency basis knowing that there would likely
24 be a long battle with a premier defense firm; (2) the time, effort and expense dedicated to the
25 case; (3) the skill and determination we have shown; (4) the results we have achieved through
26 the litigation; and (5) the value of the settlement we have secured for the State of California
27 and Aggrieved Employees.

1 68. Protection Law Group is a small law firm specifically devoted to the representation
2 of employees against employers in California involving claims relating to violations of the
3 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
4 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records.
5 The practice of employment law is a very specific, narrow field which requires diligence in an
6 ever-evolving field of substantive and procedural law. The significant time and attention spent on
7 this case meant we could not spend time on other cases or clients.

8 69. As discussed above, my office undertook extensive investigation, analysis, and
9 research prior to filing the lawsuit and during litigation and mediation. This included attending
10 client meetings, conducting legal research on unanticipated and remote legal defenses, drafting
11 the stipulations necessary to attend mediation, drafting a *Belaire-West* Notice to send to the
12 Aggrieved Employees, participating in case strategy and analysis, and drafting, reviewing, and
13 revising pleadings. My office conducted extensive informal discovery, researched defenses
14 raised by Defendants, investigated Defendants' policies, practices, and procedures, reviewed
15 hundreds of documents, and analyzed the time and payroll data for the PAGA Members during
16 the PAGA Period before attending a full day mediation. My office also spent significant time
17 drafting and revising the Settlement presented to the Court. A settlement was finally achieved
18 despite all of the obstacles that had to be overcome, because my office used our complex
19 wage-and-hour litigation experience and skills to obtain the Settlement.

20 70. In addition to the time and effort required, this matter also required substantial
21 skill to successfully litigate. Defendants retained well-respected counsel and vigorously denied
22 liability. Indeed, Defendants and their counsel felt very strongly about Defendants' ability to
23 prevail and mounted several defenses that challenged the theories of Plaintiffs' Counsel. Further,
24 in order to evaluate these claims and defenses, my office was required to review and analyze a
25 tremendous amount of data to determine Defendants' underlying practices and liability, a complex
26 process that took considerable time, energy, and knowledge. This settlement, against experienced
27 defense counsel, and despite the existence of several strong defenses, was made possible

1 through my firm's skill and reputation in complex wage and hour litigation.

2 71. The Settlement represents a fair resolution of this case given the risks inherent in
3 litigating it through trial and possible appeals. As discussed at length above, although I believe
4 that Plaintiffs would prevail at trial, a number of risks reduced value of the case. Had the case not
5 settled, Defendants would have vigorously challenged manageability and liability, and sought
6 drastic reduction in the amount of any penalties assessed. Preparing the case for trial would have
7 been a n extraordinarily expensive and risky proposition. In contrast, settlement at this
8 stage guarantees immediate recovery for the State of California and PAGA Members. Indeed,
9 despite these challenges Plaintiffs faced moving forward, Defendants agreed to pay a non-
10 reversionary Gross Settlement Amount of Three Hundred Thousand Dollars and No Cents
11 (\$300,000.00), which is an outstanding result for a settlement limited to PAGA claims.

12 72. Additionally, this case was litigated on a purely contingent basis. Had my office
13 been unsuccessful, the time devoted to the case would have been for naught, and my office would
14 not recover any fees or any reimbursement of expenses. My office has borne all of the risks and
15 costs of litigation and will not receive any compensation until recovery is obtained in this case. If
16 the Covid-19 crisis has made one thing clear, it is that economic uncertainty can arise swiftly and
17 for reasons beyond any parties' control. These are the types of risks Plaintiffs' Counsel took in
18 deciding to litigate this matter on a contingent basis and this risk is a relevant factor when
19 considering the reasonableness of the requested fee.

20 73. Plaintiffs have agreed to a fee of thirty-five percent (35%). The Settlement
21 Agreement and this motion requesting these fees will also be submitted to the LWDA
22 concurrently with the filing of this motion. I am aware that the common and acceptable rate for
23 representation in complex wage and hour litigation is normally twenty-five (25) to thirty-five (35)
24 percent. A fee of thirty- five percent (35%) is appropriate here because of the excellent result
25 achieved for the State of California and PAGA Members despite the substantial risks described
26 above, including the risk that Plaintiffs could ultimately recover nothing at all.

27 74. While it is proper and common to request a fee award based on a percentage of the
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1 common fund, the fee requested is also justified under a simple lodestar analysis.

2 75. My current billing rate and the actual rate I charge clients on an hourly basis is
3 \$875 per hour. My partner, Amir Nayebdadash's current billing rate and the actual rate he charges
4 clients on an hourly basis is \$800 per hour. Ms. Huerta is a Senior Associate with Protection Law
5 Group and bills at a rate of \$750 per hour. Mr. Burton is a Senior Associate with Protection Law
6 Group with a current billing rate of \$500 per hour. Ms. Sahebghalam is an Associate with
7 Protection Law Group and bills at a rate of \$375 per hour. While the overwhelming majority of
8 my firm's practice is contingency-based, this is the actual rate we charge billing clients if retained
9 on an hourly basis to handle employment-law related issues.

10 76. Based on my familiarity with prevailing market rates for work of similar
11 complexity in California, including my extensive involvement in fee application work on my own
12 behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market
13 rate for work of similar complexity performed by attorneys of similar skill and experience. I have
14 extensive knowledge of the prevailing hourly rates in the community for work of similar nature
15 and complexity to the work in this case. My experience and knowledge in this regard comes from
16 a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my
17 familiarity with fee application orders in other cases; and (c) my independent research and
18 knowledge of the prevailing market rates based on fee requests of other counsel and my
19 familiarity with rates charged in other law firms; and (d) my independent reading and research
20 regarding law firm billing rates.

21 77. As such, it is my opinion that our requested hourly rates of \$875.00 for myself,
22 \$800.00 for Mr. Nayebdadash, \$750.00 for Ms. Huerta, \$500 for Mr. Burton, and \$375 for Ms.
23 Sahebghalam, and the use of a blended rate of at least \$650.00 for Protection Law Group based
24 on the work performed in this matter is well within the range of a reasonable rate for attorneys of
25 our skill, knowledge, experience, and ability.

26 78. Prior to and since the commencement of this action, Protection Law Group, LLP
27 has spent a total of 193.90 hours litigating this case. Here, the professional background and
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1 experience of my firm support the use of a blended hourly rate of \$650, resulting in an
2 approximate lodestar value of \$126,035.00. Attached hereto as **Exhibit 3** is a true and correct
3 copy of a joint Attorney Task and Time Chart for Plaintiffs' Counsel.

4 79. I believe that the efforts of my office have resulted in substantial benefits to both
5 the State and the PAGA Members and have helped achieve the underlying purpose of the PAGA
6 in deterring future violations and recovering penalties that would otherwise have gone
7 unremedied. Through the efforts of Plaintiffs, Co-Counsel, and my office, a fair and reasonable
8 resolution has been reached that includes a Gross Settlement Amount payment by Defendants of
9 Three Hundred Thousand Dollars and No Cents (\$300,000.00). Given that there are multiple firms involved,
10 the One Hundred Thousand Dollars and No Cents (\$105,000.00) in fees provided for in the
11 Settlement is therefore reasonable given the result achieved.

12 **PLAINTIFFS' COUNSEL'S COSTS**

13 80. To date, Plaintiffs' Counsel has borne all risks and costs of litigation and will not
14 receive any compensation until recovery is obtained by Plaintiffs, the State of California, and the
15 Aggrieved Employees. Protection Law Group has and will incur approximately Fourteen
16 Thousand Eight Hundred Thirty-Nine Dollars and Eighty-Six Cents (\$14,839.86) in costs
17 and litigation expenses. This includes Fourteen Thousand Five Hundred Thirty-Nine Dollars
18 and Eighty-Six Cents (\$14,539.86) in current costs in this matter. Plaintiffs' future costs
19 include the costs and attorney service fees associated with the filing of this motion and the
20 supporting documents and the cost for attending the PAGA approval hearing. These costs are
21 less than costs allocated under the Settlement Agreement and were necessary for the prosecution
22 of the Action. A true and correct copy of a costs sheet detailing the various costs incurred in this
23 matter to date is attached hereto as **Exhibit 4**.

24 **PLAINTIFFS' REPRESENTATIVE PAYMENTS**

25 81. Here, the requested Seven Thousand Five Hundred Dollars and No Cents
26 (\$7,500.00) payments to each named Plaintiff Anthony Naylor and Carolina Medina are justified.
27 This amount is justified because of the extensive time Plaintiffs spent and the assistance they have
28

provided to my office. Plaintiffs have been intimately involved in the prosecution of these Actions and served as indispensable resources to Plaintiffs' Counsel. Plaintiffs have taken actions throughout the litigation to protect the interests of the State of California and the PAGA Members. Plaintiffs provided valuable information regarding allegations, kept themselves informed of the developments in this Action, and participated in decisions concerning the case. Plaintiffs spent time looking for documents and the information and the documentation provided by Plaintiffs was instrumental in establishing the wage and hour violations alleged in this Action. Indeed, the recovery provided for in the Settlement Agreement would have been impossible to obtain without Plaintiffs' participation.

82. Additionally, Plaintiffs faced actual risks with respect to their future employment by putting themselves on public record in an employment lawsuit. As this Court is aware, prospective employers conduct searches on job applicants. One type of search is to learn about applicants' litigation history. These searches are easy to run on the internet and relatively inexpensive.

83. As a result of Plaintiffs' actions, the State of California, and approximately 391 PAGA Members will recover from the Settlement, receiving penalties for wage violations they may have never known of or been willing to pursue on their own.

84. As such, Plaintiffs did more than simply lend their name for the lawsuits, and I believe they deserve the requested Plaintiffs' Representative Payments of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) each, or Fifteen Thousand Dollars and No Cents (\$15,000.00) total.

SETTLEMENT ADMINISTRATION

85. Following the Parties' agreement to settle the case, the Parties solicited bids from Phoenix Class Action Administration Solutions ("Phoenix"), Apex Class Action Administration ("Apex"), and ILYM Group, Inc., with Apex providing the lowest bid. The quote provided by Apex to administer this Settlement shall not exceed Six Thousand Nine Hundred Ninety Dollars and No Cents (\$6,990.00). Declaration of Sean Hartranft on behalf of Apex ("Apex Decl.")¶¶7,

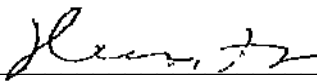
1 Ex. B. Attached hereto as **Exhibit 5** is a true and correct copy of the bid received from Apex.

2 **THE NOTICE TO PAGA MEMBERS SHOULD BE APPROVED**

3 86. Although not required by statute, the Parties have prepared a Notice to send to
4 PAGA Members along with their individual shares of the PAGA Payment. The Notice shall be
5 sent to the PAGA Members and includes information regarding this Action, the Settlement, the
6 PAGA Members' Individual Pay Periods, the PAGA Members' share of the PAGA Payment, and
7 the scope of the Released Claims.

8
9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct.

11 Executed on April 14, 2025.

12 
13 _____
14 Heather Davis

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EXHIBIT 1

LAWYERS FOR JUSTICE[®]

May 6, 2021

BY ONLINE SUBMISSION

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

Re: 5648 EAST GOTHAM STREET, LLC; BRIARCREST NURSING CENTER

Dear Representative:

We have been retained to represent Carolina Medina against 5648 East Gotham Street, LLC, and Briarcrest Nursing Center (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as “EGS”) for violations of California wage-and-hour laws. Ms. Medina 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. Medina 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.

EGS employed Ms. Medina as an hourly-paid, non-exempt employee from approximately January 2019 to approximately March 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. Medina 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, EGS 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.

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

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Medina and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Medina 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, EGS required Ms. Medina 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. EGS 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, EGS failed to pay Ms. Medina 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, EGS failed to pay Ms. Medina 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, EGS did not provide Ms. Medina and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from EGS 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. Medina 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. Medina 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. Medina 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. Medina 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. Medina 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, EGS failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Medina and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

EGS failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

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, EGS did not provide Ms. Medina 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, EGS failed to pay Ms. Medina 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. Medina 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, EGS failed to pay Ms. Medina and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Medina 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. Medina and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by EGS.

Therefore, on behalf of all aggrieved employees, Ms. Medina 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.

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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,

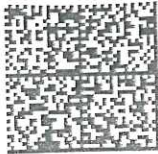


Edwin Aiwanian, Esq.

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

5648 East Gotham Street, LLC
c/o Jacob Wintner
Agent for Service of Process
6300 Wilshire Blvd, Suite 1800
Los Angeles, CA 90048

Briarcrest Nursing Center
5648 E. Gotham Street
Bell Gardens, CA 90201



PITNEY BOWES
\$7.160
US POSTAGE
FIRST-CLASS
026W0004897810
2000152203
ZIP 91203
MAY 06 2021



7020 1810 0000 9835 6712
7020 1810 0000 9835 6712

U.S. Postal Service™ *page notice #1*
CERTIFIED MAIL® RECEIPT *Medina*
5648 East Gotham
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage

Postmark
Here

5648 East Gotham Street, LLC
c/o Jacob Wintner
Agent for Service of Process
6300 Wilshire Blvd, Suite 1800
Los Angeles, CA 90048

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

LAWYERS FOR
JUSTICE
A PROFESSIONAL CORPORATION

410 WEST ARDEN AVENUE, SUITE 203
GLENDALE, CALIFORNIA 91203

2.4

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

5648 East Gotham Street, LLC
c/o Jacob Wintner
Agent for Service of Process
6300 Wilshire Blvd, Suite 1800
Los Angeles, CA 90048



9590 9402 5372 9189 9270 75

2. Article Number (Transfer from service label)

7020 1A10 0000 9835 6712

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery | |

Domestic Return Receipt

Certified Mail

- A receipt (this card)
- A unique identification number
- Electronic verification of delivery
- A record of delivery (signature) that is retained for a specified period

Important Reminders

- You may purchase First-Class Mail®, First-Class Mail® International, Certified Mail service, international mail, insurance coverage with Certified Mail, or insurance coverage on certain Priority Mail.
- For an additional endorsement on the following services: Return receipt of delivery (including electronic version), complete PS Form 3800, Attach Receipt.

PS Form 3800, April 2012



PITNEY BOWES
\$7.16
 US POSTAGE
 FIRST-CLASS
 026N0004187388
 2000152203
 ZIP 91203
 MAY 06 2021



7020 1810 0000 9835 6705
 7020 1810 0000 9835 6705

U.S. Postal Service™ *page notice #2*
CERTIFIED MAIL® RECEIPT *Medina*
5648 east gotham v.
 Domestic Mail Only *street*

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postmark
 Here

Briarcrest Nursing Center
 5648 E. Gotham Street
 Bell Gardens, CA 90201

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

LAWYERS FOR
JUSTICE
 A PROFESSIONAL CORPORATION

410 WEST ARDEN AVENUE, SUITE 203
 GLENDALE, CALIFORNIA 91203

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Briarcrest Nursing Center
5648 E. Gotham Street
Bell Gardens, CA 90201

9590 9402 5372 9189 9270 51



2. Article Number (Transfer from service label)

7020 1810 0000 9835 6705

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent

B. Received by (Printed Name)

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Certified Mail
■ A receipt (this page)
■ A unique identification number
■ Electronic verification of delivery
■ A record of delivery (signature) that is valid for a specified period

Important Reminders

- You may purchase First-Class Mail® or Priority Mail®.
- Certified Mail sent international mail.
- Insurance coverage with Certified Mail or Certified Mail Restricted Delivery covers certain Priority Mail.
- For an additional endorsement on the following services:
- Return receipt of delivery (intentional)
- You can request electronic verification of delivery.
- Complete PS Form 3800, Return Receipt for Merchandise.

PS Form 3800, July 2015 PSN 7530-02-000-9053

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EXHIBIT 2

EDWIN AIWAZIAN, SBN 232943
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Tel.: (424) 290-3095 / Fax: (866) 264-7880
Attorneys for Plaintiffs
CAROLINA MEDINA and ANTHONY NAYLOR

[Additional counsel listed on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

CAROLINA MEDINA, individually, and on
behalf of others aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

5648 EAST GOTHAM STREET, LLC, a
California limited liability company;
BRIARCREST NURSING CENTER, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21NWCV00450

*Assigned for All Purposes to: Hon. Olivia
Rosales, Dept. F*

REPRESENTATIVE ACTION

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

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

1 JAMES S. COOPER, SBN 162469
jcooper@laklawyers.com
2 **LEVINSON ARSHONSKY & KURTZ, LLP**
15303 Ventura Blvd., Suite 1650
3 Sherman Oaks, CA 91403
Telephone: (818) 382-3434
4 Facsimile: (818) 382-3433
5 *Attorney for Defendants*
5648 EAST GOTHAM STREET, LLC,
6 BRIARCREST NURSING CENTER,
IRA SMEDRA and JACOBY WINTNER
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1 This Joint Stipulation of PAGA Settlement and Release of Claims (“Settlement,”
2 “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiffs
3 CAROLINA MEDINA (“Plaintiff Medina”) and ANTHONY NAYLOR (“Plaintiff Naylor”)
4 (together, “Plaintiffs”) and Defendants 5648 EAST GOTHAM STREET, LLC, BRIARCREST
5 NURSING CENTER, IRA SMEDRA and JACOBY WINTNER (together, “Defendants”)
6 (collectively with Plaintiffs, the “Parties”).

7 Unless otherwise specified, all citations and references to the Private Attorneys General Act
8 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
9 amendment effective July 1, 2024; the amended statute does not apply to the Settlement pursuant to
10 California Labor Code section 2699, subd. (v)(1), as amended, because the Actions were filed prior
11 to June 19, 2024

12 **DEFINITIONS**

13 The following definitions are applicable to this Settlement, in addition to other terms defined
14 elsewhere in this Settlement:

15 1. “Superior Court” shall mean the Superior Court of California for the County of Los
16 Angeles.

17 2. The “Actions” shall mean, collectively, the civil action entitled “*Carolina Medina v.*
18 *5648 East Gotham Street, LLC, et al.,*” pending before the Superior Court of California, County of
19 Los Angeles, Case No. 21NWCV00450 (“Medina Action”) and the Notice filed by Carolina
20 Medina on May 6, 2021, with the Labor Workforce Development Agency (“LWDA”) bearing No.
21 LWDA-CM-831525-21, and the civil action entitled “*Anthony Naylor v. 5648 East Gotham Street,*
22 *LLC, et al.,*” pending before the Superior Court of California, County of Los Angeles, Case No.
23 21NWCV00755 (“Naylor Action”) and the Notice filed by Anthony Naylor on September 10, 2021,
24 with the LWDA bearing No. LWDA-CM-844228-21.

25 3. “Plaintiffs’ Counsel” shall mean the attorneys representing Plaintiffs in the Actions,
26 Heather Davis, Esq., Susan Huerta, Esq., Brendan J. Burton, Esq. and Shadi Sahebghalam, Esq. of
27 Protection Law Group, LLP, and Edwin Aiwazian, Esq., Joanna Ghosh, Esq., and Alicia Brush,
28 Esq. of Lawyers *for* Justice, PC.

4. “Defense Counsel” shall mean the attorney representing Defendants in the Actions, James S. Cooper, Esq. of Levinson Arshonsky Kurtz & Komsky, LLP.

5. The “PAGA Period” shall mean the period of time commencing on May 6, 2020, and ending on the date the Court approves the Settlement.

6. “PAGA Members” shall mean all current and former hourly-paid or non-exempt employees who were employed by Defendants in the state of California at any time during the PAGA Period.

7. “Aggrieved Employee List” means a complete list of all PAGA Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after approval of this Settlement. The Aggrieved Employee List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each PAGA Member: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendants in the State of California; (6) total Pay Periods during the PAGA Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

8. “Settlement Administrator” shall mean Apex Class Action Settlement Administrators, a third-party administrator who shall administer the settlement in accordance with this Agreement and who was proposed by the Parties and appointed by the Superior Court to administer the Settlement.

9. “Plaintiffs’ Counsel Fees Payment” shall mean One Hundred and Five Thousand Dollars and No Cents (\$105,000.00) subject to approval by the Superior Court as Plaintiffs’ Counsel’s attorneys’ fees incurred in connection with the Actions, including fees incurred in pre-filing investigations, filing of the Actions, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Defendants have agreed not to oppose Plaintiffs’ Counsel’s request for fees in the amount set forth above.

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10. "Plaintiffs' Counsel Litigation Costs Payment" shall mean the actual litigation expenses and/or costs expended by Plaintiffs' Counsel subject to approval by the Superior Court incurred in connection with the Actions, including pre-filing investigations, filing of the Actions, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. Plaintiffs' Counsel's costs are not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00). Defendants have agreed not to oppose Plaintiffs' Counsel's request for costs and expenses in the amount set forth above.

11. "Plaintiffs' Representative Payments" shall mean the payments made to Plaintiffs to compensate them for prosecuting the Actions and performing work in support of the Actions, as well as their broader individual release of claims and California Civil Code Section 1542 waiver, in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to each Plaintiff, subject to approval by the Superior Court.

12. "Settlement Administrator Payment" shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement in an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00).

13. "Pay Period" shall mean any pay period in which a PAGA Member received payment from Defendants as an hourly-paid, non-exempt employee during the PAGA Period.

14. "Individual Pay Periods" shall mean the number of Pay Periods for an individual PAGA Member.

15. "Gross Settlement Amount" shall mean the Gross Settlement Amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) payable by Defendants as provided by this Settlement Agreement.

16. "Escalator Clause" shall mean the following term that the Parties have agreed to: Defendants represent that as of May 2023, the number of Pay Periods of the 391 PAGA Members is 11,104. Should the qualifying Pay Periods of the PAGA Members during the PAGA Period ultimately increase by more than 10% (i.e., by more than 1,110 Pay Periods), Defendants shall increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Pay Periods of the PAGA Members above 10%. For example, if the number of Pay

Periods increases by 11% (1,221 Pay Periods), the Gross Settlement Amount will increase by 1% to Three Hundred and Three Thousand Dollars and No Cents (\$303,000). However, under no circumstance will the total Gross Settlement Amount rise more than a total of 2% or more than \$306,000.

17. "Net Settlement Amount" shall mean the Gross Settlement Amount, less (i) the Plaintiffs' Representative Payments approved by the Superior Court; (ii) the Plaintiffs' Counsel Fees Payment approved by the Superior Court; (iii) the Plaintiffs' Counsel Litigation Costs Payment approved by the Superior Court; (iv) the Settlement Administrator Payment approved by the Superior Court; and (v) any other fees or expenses (other than Plaintiffs' Counsel Fees Payment and Plaintiffs' Counsel Litigation Costs Payment) incurred in implementing the terms and conditions of this Settlement Agreement as approved by the Superior Court.

18. "LWDA Payment" shall mean the payment to the California Labor and Workforce Development Agency ("LWDA") constituting seventy-five percent (75%) of the Net Settlement Amount.

19. "PAGA Payment" shall mean the remaining twenty-five percent (25%) of the Net Settlement Amount to be distributed to PAGA Members on a *pro rata* basis based upon the number of Individual Pay Periods of each PAGA Member.

20. "PAGA Payment Share" shall mean the value of each PAGA Member's share of the PAGA Payment as provided by this Settlement Agreement.

21. "PAGA Notice" shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as **Exhibit A**. The PAGA Notice shall further contain a PAGA Member's (i) first and last name, (ii) last known address, (iii) Individual Pay Periods; and (vi) individual PAGA Payment Share.

22. "Effective Date" shall mean the later of the following: (a) the date upon which the Court grants approval of the settlement and enters Judgment; (b) the date for filing an appeal from the Judgment has lapsed and no such appeal being filed; or (c) if any timely appeals from the Judgment are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

25. “Released Claims” means any and all claims arising during the PAGA Period for the recovery of civil penalties, attorneys’ fees, and costs permissible under PAGA which Plaintiffs, the State of California, and/or the PAGA Members had, or may claim to have, against the Released Parties arising out of the violations alleged in the Actions, including unpaid straight and overtime wages (including any work off the clock), failure to pay employees all minimum wages and overtime wages owed including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay all premium wages owed for short, late, or missed meal and rest periods, failure to pay all wages owed at discharge or resignation, failure to timely pay wages within the times required under California Labor Code section 204, failure to provide complete and accurate wage statements, and failure to reimburse necessary business related expenses, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, expressly excluding all claims for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the PAGA Period.

26. On May 6, 2021, Plaintiff Medina's Counsel, on behalf of Plaintiff Medina and the State of California with respect to PAGA Members, gave written notice to the LWDA of the California Labor Code violations that Defendants 5648 East Gotham Street, LLC and Briarcrest

Nursing Center are alleged to have violated (“Plaintiff Medina’s PAGA Letter”).

27. On July 12, 2021, Plaintiff Medina filed a putative representative action Complaint against Defendants 5648 East Gotham Street, LLC and Briarcrest Nursing Center alleging a single cause of action for violation of California Labor Code § 2698, *et seq.*, Private Attorneys General Act (“PAGA”) (i.e., the Medina Action).

28. On September 10, 2021, Plaintiff Naylor’s Counsel, on behalf of Plaintiff Naylor and the State of California with respect to PAGA Members, gave written notice to the LWDA of the Labor Code violations Defendant 5648 East Gotham Street, LLC is alleged to have violated (“Plaintiff Naylor’s PAGA Letter”) (together with Plaintiff Medina’s PAGA Letter, “PAGA Letters”).

29. On September 16, 2021, Defendants 5648 East Gotham Street, LLC and Briarcrest Nursing Center filed their Answer to Plaintiff Medina’s Complaint.

30. On October 1, 2021, Plaintiff Medina filed Proofs of Service of Summons as to Defendants 5648 East Gotham Street, LLC and Briarcrest Nursing Center.

31. On November 15, 2021, Plaintiff Naylor filed his putative representative action Complaint against Defendant 5648 East Gotham Street, LLC, Ira Smedra and Jacob Wintner (i.e., the Naylor Action).

32. On April 5 and 6, 2022, Plaintiff Naylor filed a Proofs of Service of Summons as to Defendant 5648 East Gotham Street, LLC, Ira Smedra and Jacob Wintner.

33. On April 28, 2022, Defendants 5648 East Gotham Street, LLC, Ira Smedra and Jacob Wintner filed their Answer to Plaintiff Naylor’s Complaint.

34. Also on April 28, 2022, Defendants filed Notices of Related Case in both Actions, indicating that these Actions are related to one another.

35. On June 13, 2022, the Court found that the Actions are related, designating the Medina Action as the lead case.

36. On November 30, 2022, Defendants 5648 East Gotham Street, LLC and Briarcrest Nursing Center filed a Petition to Compel Arbitration of Plaintiff Medina’s individual PAGA claim, to dismiss her collective action and to stay further proceedings pending binding arbitration.

37. On December 1, 2022, Defendants 5648 East Gotham Street, LLC, Ira Smedra and Jacob Wintner filed a Petition to Compel Arbitration of Plaintiff Naylor's individual PAGA claim, to dismiss his collective action and to stay further proceedings pending binding arbitration.

38. On March 28, 2023, the Court granted Defendants' Petitions to Compel Arbitration as to the Plaintiffs' individual claims. The representative claims were stayed in both Actions.

39. On July 17, 2023, the Parties participated in a mediation hearing before an experienced employment and class action mediator, Eve Wagner, Esq. (the "Mediation"), but the Parties were unable to resolve this matter.

40. On August 9, 2023, Plaintiff Medina submitted an arbitration demand for her individual PAGA claims with JAMS Arbitration.

41. On July 13, 2024, the Parties reached a global resolution through extensive, arms' length, informal mediation communications via Eve Wagner, Esq.

42. Throughout the Actions, Defendants have denied, and continue to deny, any wrongdoing in regard to the alleged violations.

43. The Settlement described in this Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendants that Plaintiffs' claims in the Actions have any merit or that they have any liability to Plaintiffs, PAGA Members, or the State of California on those claims, or as an admission by Plaintiffs that Defendants' defenses in the Actions have any merit. This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

44. Based on their own thorough, independent investigation and evaluation of the Actions, Plaintiffs' Counsel is of the opinion that the Settlement of the Actions with Defendants for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the State of California and PAGA Members in light of all known facts and circumstances, including the risk of significant costs and delay, the defenses asserted by Defendants including the risks of adverse determinations on the merits, and numerous potential appellate issues. Although Defendants contend that they have no liability in the Actions, Defense Counsel shares

Plaintiffs' Counsel's belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

45. Based on the foregoing Recitals, the Parties agree as follows:

PROCEDURE FOR APPROVING SETTLEMENT

46. **Motion(s) for Approval of Settlement by the Superior Court.** Plaintiffs will move the Superior Court for an order, or orders, granting approval of the Settlement and approving the PAGA Notices (attached as **Exhibit A** to this Stipulation) ("Motion for Approval").

47. At the hearing(s) on the Motion(s) for Approval, the Parties anticipate that they will jointly appear, support the granting of the Motion(s) for Approval, and obtain an order, or orders, granting approval of the Settlement, and granting approval of the PAGA Notices.

48. Should the Superior Court require any amendments to this Settlement Agreement or the Motion(s) for Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior Court's approval.

49. In the event that the Court does not finally approve the Settlement as provided herein, this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions. If the Court does not approve the payment of the Net Settlement Amount as described in this Agreement, the Parties agree to meet and confer to address the Court's concerns.

50. Upon approval of the Settlement by the Superior Court, the Parties will present for the Superior Court's approval and entry Proposed Final Order(s) and Judgment(s). The entry of the Order(s) and Judgment(s) shall permanently bar all Released PAGA Claims from being prosecuted against Defendants all Released Claims as set forth in the Release contained in this Settlement Agreement.

51. **PAGA Notice.** After the Superior Court enters its order(s) granting approval, every PAGA Member will be provided with the PAGA Notice (in English and Spanish) which will include the PAGA Notice completed to reflect the order granting approval of the Settlement and the PAGA Member's information as follows:

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1 (a) Within fourteen (14) calendar days after approval of the Settlement,
2 Defendants will provide to the Settlement Administrator the Aggrieved Employee List. This is a
3 material term of the Settlement, and if Defendants fail to comply, Plaintiffs shall have the right to
4 void the Settlement.

5 (b) If within thirty (30) calendar days of the initial mailing of a PAGA Notice, a
6 PAGA Notice is returned by the U.S. Postal Service, the Settlement Administrator will promptly,
7 and no later than five (5) calendar days from receipt of the returned packet, re-mail the PAGA
8 Notice to the provided forwarding address, and if no forwarding address is provided, then the
9 Settlement Administrator will search for a more current address for the PAGA Member and re-mail
10 the PAGA Notice if a new address is found. The Settlement Administrator will use the Aggrieved
11 Employee List and otherwise work with Defense Counsel or utilize its own resources such as “skip-
12 traces” to find a more current address. The Settlement Administrator will be responsible for taking
13 reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to trace the
14 mailing address of any PAGA Member for whom a PAGA Notice is returned by the U.S. Postal
15 Service. These reasonable steps shall include the tracking of all undelivered mail; performing
16 address searches and re-mailings for PAGA Notices returned within thirty (30) calendar days of the
17 initial mailing.

18 52. **Funding of the Gross Settlement Amount.** Within thirty (30) calendar days of the
19 Effective Date, Defendants will deposit the initial payment of the Gross Settlement Amount in the
20 sum of \$150,000 (“First Installment”) into a Qualified Settlement Fund (“QSF”) to be established
21 by the Settlement Administrator. The final payment of \$150,000 (“Second Installment”),
22 constituting the final payment by Defendants shall be paid by Defendants six (6) months after the
23 initial payment, which will include no more than an additional \$6,000 pursuant to the Escalator
24 Clause in Paragraph 16.

25 53. **Payment of PAGA Payment Shares.** The Settlement Administrator shall pay to
26 each PAGA Member his or her PAGA Payment Share by sending a check for the appropriate
27 amount to the PAGA Member at the address indicated in the Aggrieved Employee List. Such
28 payment, with the PAGA Notice, shall be sent by the Settlement Administrator via U.S. Mail within

1 fourteen (14) calendar days of its receipt of the Gross Settlement Amount from Defendants, after
2 the Second Installment. The Settlement Administrator shall conduct a National Change of Address
3 search on all PAGA Members before mailing the PAGA Notice to each PAGA Member's address.

4 **54. Uncashed PAGA Payment Share Checks.** Any checks paid to PAGA Members
5 shall be negotiable for one hundred eighty (180) calendar days from the date of their issuance. A
6 PAGA Member must cash, deposit, or otherwise negotiate his or her PAGA Payment Share check
7 within one hundred eighty (180) calendar days after it is mailed to him or her. If a check is returned
8 to the Settlement Administrator as undeliverable during the one hundred eighty-day period, the
9 Settlement Administrator shall take all reasonable efforts to identify the PAGA Member's correct
10 address, including the performance of a "skip-trace." If an updated address can be identified, the
11 Settlement Administrator shall issue another check to the PAGA Member and mail it to the PAGA
12 Member at his or her updated address. If an updated address for the PAGA Member cannot be
13 identified, if a reissued check is once again returned to the Settlement Administrator as
14 undeliverable, or if the reissued check remains uncashed after one hundred eighty (180) calendar
15 days, the Settlement Administrator will keep an accounting of such funds and shall give notice to
16 the Parties of the total balance of uncashed PAGA Payment Shares. A PAGA Member who fails to
17 negotiate or receive their PAGA Payment Share check despite the procedures described above shall
18 nevertheless remain bound by the Settlement and the releases contained herein.

19 **55.** The funds represented by PAGA Payment Share checks that are not cashed,
20 deposited, or otherwise negotiated for more than one hundred eighty (180) calendar days after
21 issuance shall be voided and then shall be transmitted to the Controller of the State of California to
22 be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure ed§ 1500, *et*
23 *seq.* in the names of those PAGA Members who did not cash, deposit, or otherwise negotiate their
24 checks until such time the PAGA Members claim their property. After the expiration of the 180-
25 calendar day period, as outlined above, the Settlement Administrator shall begin the process of
26 transferring the funds in accordance with California Code of Civil Procedure §§ 1500-1582 and the
27 timing requirements set forth by the Office of the State Controller. The Parties agree that California
28 Civil Procedure Code § 384 does not apply because the Actions and this Settlement do not involve a

1 class action or class action recovery.

2 **SETTLEMENT TERMS AND CONDITIONS**

3 56. **PAGA Payment Shares.** Subject to the terms and conditions of this Settlement, the
4 Settlement Administrator will calculate the PAGA Payment Shares for each PAGA Member within
5 ten (10) calendar days after Defendants provide the Settlement Administrator with the Aggrieved
6 Employee List. The PAGA Payment Share for each PAGA Member will be calculated as follows,
7 understanding that the formulas below do not constitute an admission by either Party, and are
8 intended only to provide a practical means to simplify and administer the claims process:

9 (a) **Number of PAGA Members and Pay Periods.** Defendants shall determine
10 the total number of PAGA Members and the aggregate number of Pay Periods for those PAGA
11 Members during the PAGA Period. This information shall be provided to the Settlement
12 Administrator along with the Aggrieved Employee List as described above.

13 (b) **Calculation of the Pay Period Value.** The Settlement Administrator shall
14 determine the value of a Pay Period ("Pay Period Value") by taking the PAGA Payment amount
15 (i.e., 25% of the Net Settlement Amount) and dividing it by the sum of all PAGA Members' Pay
16 Periods.

17 (c) **Calculation of PAGA Payment Shares.** The Settlement Administrator shall
18 assign to each PAGA Member a PAGA Payment Share which shall be equal to the Pay Period
19 Value multiplied by each PAGA Member's Individual Pay Periods. Upon calculation of the PAGA
20 Members' PAGA Payment Shares, the Settlement Administrator shall furnish to Plaintiffs' Counsel
21 and Defense Counsel a worksheet containing a list of employee identification numbers for the
22 PAGA Members with their corresponding Individual Pay Periods and PAGA Payment Shares.

23 57. **Taxes and Withholdings.** Each PAGA Payment Share is intended to settle claims
24 for civil penalties arising under PAGA. Accordingly, one hundred percent (100%) of each PAGA
25 Payment Share shall represent civil penalties. The PAGA Payment Share shall be paid to the PAGA
26 Member in full without deductions or withholdings, and the Settlement Administrator shall issue an
27 IRS Form 1099 to each PAGA Member for that amount. Each PAGA Member shall be individually
28 responsible for their own share of applicable income tax withholdings and deductions for his or her

1 PAGA Payment Share.

2 58. **Total Payment Amount.** In no event will Defendants be required to pay more than
3 the Gross Settlement Amount subject to possible increase as provided in the Escalator Clause in
4 Paragraph 16 for distribution to the Plaintiff, Plaintiff's Counsel, PAGA Members, LWDA,
5 Settlement Administrator, or for any other costs or expenses not otherwise enumerated.

6 59. **Payments to Plaintiffs, Plaintiffs' Counsel and Others.** Subject to the terms and
7 conditions of this Settlement, the Settlement Administrator will make the following payments out of
8 the Gross Settlement Amount as follows:

9 (a) **To Plaintiffs:** In addition to their PAGA Payment Shares, Plaintiffs will
10 apply to the Superior Court for Plaintiffs' Representative Payments in an amount not to exceed
11 Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00). Defendants will not oppose
12 Plaintiffs' Representative Payments. The Settlement Administrator will pay the Plaintiffs'
13 Representative Payments approved by the Superior Court out of the Gross Settlement Amount.
14 Payroll tax withholding and deductions will not be taken from the Plaintiffs' Representative
15 Payments and an IRS Form 1099 will be issued to Plaintiffs for these payments.

16 (b) **To Plaintiffs' Counsel:** Plaintiffs' Counsel will apply to the Superior Court
17 for the Plaintiffs' Counsel Fees Payment in the amount of Thirty-Five Percent (35%) of the Gross
18 Settlement Amount, which is One Hundred and Five Thousand Dollars and No Cents (\$105,000.00)
19 if the Gross Settlement Amount remains \$300,000.00. Plaintiffs' Counsel will also submit to the
20 Superior Court a memorandum of costs for the Plaintiffs' Counsel Litigation Costs Payment in an
21 amount not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00) as requested
22 reasonable costs incurred in the Actions to be paid from the Gross Settlement Amount. Defendants
23 will not oppose these requests. The costs and fees provided under the Settlement Agreement and
24 approved by the Court shall be the total costs and attorneys' fees recoverable in the Actions.
25 Plaintiff's Counsel shall not seek additional costs or fees arising from the litigation of the Actions.
26 The Settlement Administrator will pay the amounts approved by the Superior Court out of the Gross
27 Settlement Amount. Withholding and deductions will not be taken from the Plaintiffs' Counsel Fees
28 Payment or Plaintiffs' Counsel Litigation Costs Payment and one or more IRS Forms 1099 will be

1 issued to Plaintiffs' Counsel with respect to those payments.

2 (c) **To the Settlement Administrator:** The Settlement Administrator will be
3 paid from the Gross Settlement Amount its reasonable fees and expenses as approved by the
4 Superior Court, which are estimated to be Six Thousand Nine Hundred Ninety Dollars and No
5 Cents (\$6,990.00).

6 (d) **Distribution of the Net Settlement Amount:** As part of their Motion for
7 Approval, the Parties will jointly apply to the Superior Court to approve the distribution of the Net
8 Settlement Amount to the LWDA and PAGA Members. Seventy-five percent (75%) of the Net
9 Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment). The remaining
10 25% of the Net Settlement Amount (i.e., the PAGA Payment) shall be distributed to the PAGA
11 Members on a *pro rata* basis based upon the number of Pay Periods of each PAGA Member.

12 60. **Appointment of Settlement Administrator.** The Parties will ask the Superior Court
13 to appoint Apex Class Action Settlement Administrators, a qualified and experienced administrator
14 based in California where the Actions are venued, to serve as the Settlement Administrator, which,
15 as a condition of appointment, will agree to be bound by this Settlement Agreement with respect to
16 the performance of its duties and its compensation. The Settlement Administrator's duties will
17 include (i) calculating PAGA Payment Shares; (ii) preparing, translating, printing, and mailing the
18 PAGA Notice to all PAGA Members; (iii) using reasonable measures to contact all PAGA
19 Members, including conducting a National Change of Address search on all PAGA Members before
20 mailing the PAGA Notice to each PAGA Member's address; (iv) re-mailing the returned PAGA
21 Notices; (v) setting up a toll-free telephone number to receive calls from PAGA Members; (vi)
22 issuing the checks and other remittances to effectuate the payments due under the Settlement; (vii)
23 using reasonable measures to deliver issued checks to PAGA Members, including use of a "skip-
24 trace" for undeliverable checks; and (viii) otherwise administering the Settlement pursuant to this
25 Settlement Agreement. The Settlement Administrator's reasonable fees and expenses are estimated
26 to be Ten Thousand Dollars and No Cents (\$10,000.00) and will be paid out of the Gross Settlement
27 Amount, as set forth herein, subject to Court approval.

28 ///

RELEASE OF CLAIMS

61. **Release of Released Claims.** Upon the Effective Date and full funding of the Gross Settlement Amount, PAGA Members, without the need to manually sign a release document, in exchange for the consideration recited in this Settlement Agreement, on behalf of themselves, shall and do hereby fully and finally release Defendants as named by Plaintiff in the operative complaints in the Actions, and the Released Parties, from any and all PAGA Members cannot opt out of or object to the release of Released Claims.

62. **Plaintiffs' General Release of Claims.** Upon the Effective Date and full funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Settlement Agreement, Plaintiffs will agree to the additional following General Release: In consideration of Defendants' promises and agreements as set forth herein, Plaintiffs hereby release all claims related to their employment or alleged employment with the Defendants or the Released Parties including all claims alleged in the Actions, and all claims known and unknown, without exception, except as may be prohibited by law.

63. **Plaintiffs' Waiver of California Civil Code § 1542.** Upon the Effective Date and full funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Settlement Agreement, Plaintiffs also agree to expressly waive the provisions of California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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' general release and waiver of California Civil Code §1542 shall cover the time period from the start of their employment with Defendants up to the Effective Date. This general release and waiver of California Civil Code §1542 by Plaintiffs is not intended to release any claims for enforcement of this Settlement or any claims that cannot be waived or released as a matter of law, including specifically, without limitation, any claim under the California workers'

1 compensation statute.

2 **MISCELLANEOUS PROVISIONS**

3 64. **Effect on Other Benefit Plans.** The payment of PAGA Payment Shares made to
4 PAGA Members under this Settlement will not be used to calculate any additional benefits under
5 any benefit plans to which any PAGA Member may be eligible, including, but not limited to profit-
6 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
7 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement
8 Agreement will not affect any rights, contributions, or amounts to which any PAGA Member may
9 be entitled under any benefit plans.

10 65. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
11 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
12 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
13 action, cause of action or right herein released and discharged.

14 66. **Continued Jurisdiction.** After entry of the Judgment, the Superior Court will have
15 continuing jurisdiction over the Actions and the Settlement solely for purposes of addressing: (i) the
16 interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters,
17 and (iii) such post-dismissal matters as may be appropriate under court rules or as set forth in this
18 Settlement.

19 67. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement, the
20 continuing litigation of the Actions shall be stayed absent any filings necessary to obtain approval
21 of the settlement and the time to bring these actions to trial under California Code of Civil
22 Procedure section 583.310 shall be extended pending the outcome of the settlement process.

23 68. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties
24 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
25 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
26 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
27 other than the representations, warranties, covenants, and inducements expressly stated in this
28 Settlement and its exhibits.

1 69. **Amendment or Modification of Agreement.** This Settlement Agreement may be
2 amended or modified only by a written instrument signed by counsel for all Parties or their
3 successors-in-interest and approved by the Court.

4 70. **Waiver of Certain Appeals.** The Parties agree to waive appeals; except, that either
5 Party may appeal any court order that materially modifies the Settlement Agreement's terms.

6 71. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant
7 and represent they are expressly authorized by the Parties whom they represent to negotiate this
8 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
9 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
10 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
11 counsel will cooperate with each other and use their best efforts to affect the implementation of the
12 Settlement. If the Parties are unable to reach agreement on the form or content of any document
13 needed to implement the Settlement, or on any supplemental provisions that may become necessary
14 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
15 such disagreement.

16 72. **Settlement Binding on Successors and Assigns.** This Settlement Agreement will be
17 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
18 previously defined.

19 73. **California Law Governs.** All terms and conditions of this Settlement and its
20 exhibits will be governed by and interpreted according to the laws of the State of California.

21 74. **Execution and Counterparts.** This Settlement Agreement is subject only to the
22 execution of all Parties. However, the Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile and scanned copies of
24 the signature page, will be deemed to be one and the same instrument provided that counsel for the
25 Parties will exchange among themselves original signed counterparts.

26 75. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties and
27 their respective counsel believe and warrant that this Settlement is a fair, reasonable, and adequate
28 settlement of the Actions and have arrived at this Settlement after arms-length negotiations by

1 experienced counsel, taking into account all relevant factors, current and potential.

2 **76. Invalidity of Any Provision.** Before declaring any provision of this Agreement
3 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
4 consistent with applicable precedents so as to define all provisions of this Agreement valid and
5 enforceable.

6 **77. Captions.** The captions of any section or paragraph of this Agreement are inserted
7 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
8 the provisions of this Agreement.

9 **78. Waiver.** No waiver of any condition or covenant contained in this Settlement
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
11 imply or constitute a further waiver by such Party of the same or any other condition, covenant,
12 right or remedy.

13 **79. Enforcement Action.** In the event that one or more of the Parties institutes any legal
14 action or other proceeding against any other Party or Parties arising out of that other Party's or
15 Parties' breach of this Agreement, the successful Party or Parties will be entitled to recover from the
16 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
17 incurred in connection with any enforcement actions.

18 **80. Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms
19 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
20 against one Party than another merely by virtue of the fact that it may have been prepared by
21 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
22 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

23 **81. Representation by Counsel.** The Parties acknowledge that they have been
24 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
25 and that this Agreement has been executed with the consent and advice of counsel and reviewed in
26 full. The Parties further acknowledge that they have had an opportunity to consult with their counsel
27 regarding the fairness and reasonableness of this Settlement.

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1 82. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate
2 in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
3 this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of
4 any document needed to implement the Settlement, or on any supplemental provisions that may
5 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
6 the Court to resolve such disagreement.

7 83. **Voluntary Agreement.** The Parties acknowledge that they have entered into this
8 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
9 or undue influence of any Party, and not in reliance on any promises, representations, or statements
10 made by the other Parties other than those contained in this Settlement Agreement. Each of the
11 Parties hereto expressly waives any right they might ever have to claim that this Settlement
12 Agreement was in any way induced by fraud.

13 84. **Binding Agreement.** The Parties warrant that they understand and have full
14 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
15 fully enforceable and binding on all Parties and agree that it will be admissible and subject to
16 disclosure in any proceeding to enforce its terms.

17 85. **Non-Admission of Liability.** The Parties enter into this Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense and risk of continued
19 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they
20 have violated any federal, state, or local law; violated any regulations or guidelines promulgated
21 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any
22 contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged
23 in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of
24 its terms or provisions, nor any of the negotiations connected with it, shall be construed as an
25 admission or concession by Defendants of any such violations or failures to comply with any
26 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
27 Agreement and its terms and provisions shall not be offered or received as evidence in any action or
28 proceeding to establish any liability or admission on the part of Defendants or to establish the

1 existence of any condition constituting a violation of, or a non-compliance with, federal, state, local
2 or other applicable law.

3 86. **Neutral Employment Reference:** In the event that any potential or future employers
4 of Plaintiffs request a reference regarding Defendants' employment of Plaintiffs, Defendants shall
5 only provide Plaintiffs' dates of employment, job titles during employment, and final rates of pay.
6 Defendants shall not refer to the Actions or this Settlement.

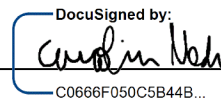
7 87. **Assignment.** None of the rights, commitments, or obligations recognized under this
8 Agreement may be assigned by any Party, PAGA Member, Plaintiffs' Counsel, or Defendants'
9 Counsel without the express written consent of each other Party and their respective counsel hereto.
10 The representations, warranties, covenants, and agreements contained in this Agreement are for the
11 sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to
12 avail any remedy to any other person.

13 88. **Counterparts.** This Agreement, and any amendments hereto, may be executed in
14 any number of counterparts and any Party and/or their respective counsel hereto may execute any
15 such counterpart, each of which when executed and delivered shall be deemed to be an original and
16 all of which counterparts taken together shall constitute but one and the same instrument. It shall
17 not be necessary in making proof of this Agreement or any counterpart hereof to produce or account
18 for any of the other counterparts. A facsimile, scanned or digital signature, including but not limited
19 to DocuSign shall be treated as an original signature for all purposes.

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21 APPROVED AS TO FORM AND CONTENT:

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23 **PLAINTIFF CAROLINA MEDINA**

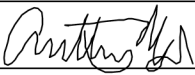
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PLAINTIFF ANTHONY NAYLOR

DATED: 11/14/2024 _____

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DEFENDANT 5648 EAST GOTHAM STREET, LLC

DATED: _____

By: _____

Its: _____

DEFENDANT BRIARCREST NURSING CENTER

DATED: _____

By: _____

Its: _____

DEFENDANT IRA SMEDRA

DATED: _____

DEFENDANT JACOB WINTNER

DATED: _____

1
2 APPROVED AS TO FORM ONLY:

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4 DATED: 11/26/24

PROTECTION LAW GROUP LLP

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6 By:


Heather Davis, Esq.
Susan Huerta, Esq.
Brendan J. Burton, Esq.
Shadi Sahebghalam, Esq.
Attorneys for Plaintiff
CAROLINA MEDINA

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11 DATED: 11/14/2024

LAWYERS FOR JUSTICE, PC

12
13
14 By:


Edwin Aiwanian, Esq.
Joanna Ghosh, Esq.
Alicia Brush, Esq.
Attorneys for Plaintiffs
CAROLINA MEDINA and
ANTHONY NAYLOR

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19 DATED:

LEVINSON ARSHONSKY KURTZ &
KOMSKY, LLP

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21
22 By:

James S. Cooper, Esq.
Attorney for Defendants 5648 EAST GOTHAM
STREET, LLC, BRIARCREST NURSING
CENTER, IRA SMEDRA and JACOB
WINTNER

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PLAINTIFF CAROLINA MEDINA

DATED: _____

PLAINTIFF ANTHONY NAYLOR

DATED: _____

**DEFENDANT 5648 EAST GOTHAM
STREET, LLC**

DATED: 1-6-25

By: 

Its: MANAGER

**DEFENDANT BRIARCREST NURSING
CENTER**

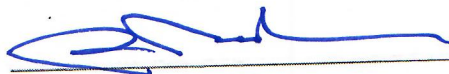
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By: 

Its: AUTHORIZED SIGNATORY

DEFENDANT IRA SMEDRA

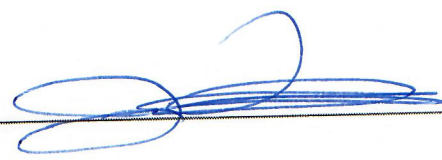
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DEFENDANT JACOB WINTNER

DATED: 1-6-25



APPROVED AS TO FORM ONLY:

DATED: _____

PROTECTION LAW GROUP LLP

By:

Heather Davis, Esq.
Susan Huerta, Esq.
Brendan J. Burton, Esq.
Shadi Sahebghalam, Esq.
Attorneys for Plaintiff
CAROLINA MEDINA

DATED: _____

LAWYERS FOR JUSTICE, PC

By:

Edwin Aiwazian, Esq.
Alicia Brush, Esq.
Attorneys for Plaintiffs
CAROLINA MEDINA and
ANTHONY NAYLOR

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EXHIBIT A

Carolina Medina v. 5648 East Gotham Street, LLC, et al.

Los Angeles County Superior Court, Case No. 21NWCV00450 (the “Consolidated Action”)

Anthony Naylor v. 5648 East Gotham Street, LLC, et al.

Los Angeles County Superior Court, Case No. 21NWCV00755 (the “Naylor Action”)

First Name, Last Name
Address
City, State, Zip

Name/Address Changes (if any)

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are a current or former hourly-paid, non-exempt employee who was employed by Defendants 5648 East Gotham Street, LLC, or Briarcrest Nursing Center as a non-exempt employee in the state of California at any time between May 6, 2020, and **DATE, you are entitled to receive money from a Settlement brought under the Private Attorneys General Act of 2004 (PAGA).**

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why Should I Read This Notice?

A settlement (the “Settlement”) has been reached in a consolidated representative action lawsuit entitled *Carolina Medina v. 5648 East Gotham Street, LLC, et al.*, Los Angeles County Superior Court, Case No. 21NWC00450 (the “Consolidated Action” or “Consolidated Lawsuit”), as well as the representative action lawsuit entitled *Anthony Naylor v. 5648 East Gotham Street, LLC, et al.*, Los Angeles County Superior Court, Case No. 21NWCV00755 (the “Naylor Action” or “Naylor Lawsuit”) (collectively, the “Actions”). The Defendants are 5648 East Gotham Street, LLC, and Briarcrest Nursing Center (collectively “Defendants”). The Actions were brought by former employees of Defendants on behalf of the State of California and all alleged “PAGA Members,” defined as all current and former hourly-paid, nonexempt employees who were employed by Defendants in the state of California at any time between May 6, 2020, and **DATE** (“PAGA Period”).

The Court has granted approval of the settlement amount to be paid by Defendants for settlement of the Actions for civil penalties under PAGA.

Defendants’ employment records indicate that you meet the definition of a PAGA Settlement Member. The Court directed that this Notice be sent to all PAGA Settlement Members to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available.

2. What Is This Lawsuit About?

On July 12, 2021, Plaintiff Carolina Medina filed a complaint against Defendants alleging several violations of California wage and hour laws. Plaintiff filed the Action as a Private Attorney General on behalf of the State and sought penalties on behalf of herself, the State, and all current and former hourly-paid, non-exempt employees of Defendants within the PAGA Period. Plaintiff alleges that Defendants owe penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 (“PAGA”). In agreeing to this Settlement, Defendants do not admit to any wrongdoing or that they are liable in any way for any civil penalties under PAGA. Defendants deny the allegations in the Actions and deny that they have engaged in any wrongdoing. Defendants assert

that they complied with all applicable legal requirements but are resolving the Actions in order to avoid the risk and costs of further legal proceedings.

3. Why Is There A Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff's attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all PAGA Members.

4. What Are The Terms Of The Settlement?

Defendants will pay Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) (the "Gross Settlement Payment"). The Gross Settlement Payment includes: (a) all Individual Payments to PAGA Settlement Members; (b) Plaintiff's Representative Payment; (c) Plaintiff's Counsel Payment of attorneys' fees and costs; (d) a payment to the California Labor and Workforce Development Agency ("LWDA") for civil penalties brought under PAGA; and (e) the reasonable fees and costs of the Settlement Administrator.

The Court has approved the following payments from the Total Settlement Payment:

- Plaintiff's Counsel's fees of One Hundred and Five Thousand Dollars and Zero Cents (\$105,000.00);
- Plaintiff's Counsel's out-of-pocket litigation costs not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00);
- Settlement Administration Costs for the third-party Settlement Administrator of up to Ten Thousand Dollars and Zero Cents (\$10,000.00); and
- Plaintiff's Representative Payment of Seven Thousand Five Hundred Dollars (\$7,500.00) in recognition of her time and service in pursuing the Action and in fulfilling her obligation.

After these costs are deducted the remaining money (the "PAGA Fund") will be split between the LWDA and PAGA Settlement Members. The law requires that 75% of the PAGA Fund, or \$108,750.00, be paid to the LWDA. The remaining 25% of the PAGA Fund, \$36,250.00 ("Individual Payment"), will be paid out to the PAGA Settlement Members. No portion of the Total Settlement Payment will be returned to Defendants.

5. How Much Am I Receiving?

Each PAGA Settlement Member will receive a *pro rata* share of the Total Settlement Payment based on the number of pay periods the PAGA Settlement Member worked for Defendants as an hourly-paid, non-exempt employee during the PAGA Period. Any pay period in which a PAGA Settlement Member worked at least one day shall be counted as a pay period.

To calculate a PAGA Settlement Member's Individual Payment, the PAGA Fund will be divided by the aggregate total number of pay periods of all PAGA Settlement Members, resulting in the "Pay Period Value." Each PAGA Settlement Member's Individual Payment will be calculated by multiplying each individual PAGA Settlement Member's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your PAGA Payment Share is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each PAGA Settlement Member will receive an IRS Form-1099 for his or her Individual Payment, unless the PAGA Settlement Member's Individual Payment is \$600 or less.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to Legal Aid at Work, formerly known as Legal Aid Society – Employment Law Center, and shall be distributed in accordance with California Civil Procedure Code 284, including any interest that has accrued on any funds that are not claimed by you.

6. What Claims Are Being Released By The Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, the Labor Workforce Development Agency (“LWDA”), and the State of California, through Plaintiff, shall release the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between May 6, 2020, through **DATE**.

The Released Parties are defined as Defendants 5648 East Gotham Street, LLC, and Briarcrest Nursing Center (“Defendants”) as named by Plaintiff Medina’s May 6, 2021, PAGA Notice Letter, and all of their respective current or former employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, successors, assigns, and agents.

The Released Claims are defined as any and all claims for the recovery of civil penalties that were alleged, or reasonably could have been alleged, based on Plaintiff Medina’s May 6, 2021, PAGA Notice submitted to the LWDA bearing No. LWDA-CM-831525-21, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations of California Labor Code sections, including 201-204, 210, 226, 226.7, 510, 512, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2698 *et seq.*, and the applicable IWC Wage Order for the PAGA Period (“Released Claims”). This release shall apply to claims arising during the PAGA Period and will be binding and effective upon Plaintiffs, PAGA Settlement Members, and the LWDA regardless of whether the PAGA Settlement Member cashes his or her settlement check.

Claims of PAGA Settlement Members, if any, for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, claims while classified as exempt, and claims outside of the PAGA Period are not encompassed within the definition of “Released Claims.” PAGA Settlement Members cannot opt out of or object to the foregoing PAGA release.

If you have questions, you can call the Settlement Administrator at [REDACTED]

**PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS SETTLEMENT.
They will not be able to assist you.**

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EXHIBIT 3

CAROLINA MEDINA V. 5648 EAST GOTHAM STREET, LLC, ET AL.

Los Angeles County Superior Court, Case No. 21NWCV00450 (the “Consolidated Action” and collectively, with the Naylor Action, referred to as the “Actions”)

ANTHONY NAYLOR V. 5648 EAST GOTHAM STREET, LLC, ET AL.

Los Angeles County Superior Court, Case No. 21NWCV00755 (the “Naylor Action”)

ATTORNEY TASK AND TIME CHART

TASK	PROTECTION LAW GROUP, LLP	LAWYERS <i>FOR</i> JUSTICE, P.C.
Investigation and Research / Due Diligence		
Meet and Communicate with Plaintiff Carolina Medina (“Plaintiff Medina”) During the Case(s)	19.60	5.50
Meet and Communicate with Plaintiff Anthony Naylor (“Plaintiff Naylor”) During the Case(s)	0	15.50
Investigate, Meet, Communicate with, and/or Conduct Interviews of Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	13.30	6.50
Pleadings and Court Filings		
Investigate the Merits of and Conduct Legal Research and Analysis Regarding Plaintiff Medina’s Private Attorneys General Act (“PAGA”) Claim on Behalf of the State of California with Respect to Plaintiff Medina and the Aggrieved Employees, and Draft, Review, and/or Revise Plaintiff Medina’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on July 12, 2021) (Consolidated Action)	0	9.50
Review and Analyze Notice of Case Assignment (filed July 12, 2021) (Consolidated Action)	0	0.10
Review and Analyze Notice of Case Management Conference (filed July 13, 2021) (Consolidated Action)	0	0.10

Review and Analyze Defendant Briarcrest Nursing Center (“Defendant Briarcrest” or “Briarcrest”) and Defendant 5648 East Gotham Street, LLC (“Defendant East Gotham” or “East Gotham”) Answer to Plaintiff Medina’s Complaint and Research Affirmative Defenses (filed September 16, 2021) (Consolidated Action)	0.20	0.50
Draft, Review, and/or Revise Plaintiff’s Notice of Posting Jury Fees (filed November 8, 2021) (Consolidated Action)	0	0.10
Review and Analyze Defendants Briarcrest and East Gotham’s Case Management Conference Statement (filed November 10, 2021) (Consolidated Action)	0	0.20
Draft, Review and Revise Notice of Association of Attorney (filed November 12, 2021) (Consolidated Action)	0.10	0.10
Review and Analyze the Court’s Minute Order Re: Case Management Conference filed November 12, 2021) (Consolidated Action)	0.20	0.10
Investigate the Merits of and Conduct Legal Research and Analysis Regarding Plaintiff Naylor’s PAGA Claim on Behalf of the State of California with Respect to Plaintiff Naylor and the Aggrieved Employees, and Draft, Review, and/or Revise Plaintiff Naylor’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on November 15, 2021) (Naylor Action)	0	8.50
Review and Analyze Notice of Case Assignment (filed November 15, 2021) (Naylor Action)	0	0.10
Review and Analyze Notice of Case Management Conference (filed November 16, 2021) (Naylor Action)	0	0.10
Review and Analyze Defendants Briarcrest and East Gotham’s Case Management Conference Statement (filed March 1, 2022) (Consolidated Action)	0.40	0.20
Draft, Review, and/or Revise Plaintiff Medina’s Case Management Conference Statement (filed March 2, 2022) (Consolidated Action)	1.10	0
Draft, Review, and/or Revise Plaintiff Naylor’s Case Management Conference Statement (filed March 2, 2022) (Naylor Action)	0	1.10

Review and Analyze the Court's Minute Order Re: Case Management Conference (filed March 16, 2022) (Consolidated Action)	0.20	0.10
Review and Analyze the Court's Minute Order Re: Case Management Conference (filed March 17, 2022) (Naylor Action)	0	0.10
Review and Analyze Defendants' Notice of Related Case and the Court's Notice of Rejection of Defendants' Notice of Related Case and Research (filed March 24, 2022) (Consolidated Action)	0.40	0.10
Review and Analyze Defendants' Notice of Related Case (filed April 28, 2022) (Consolidated Action)	0.10	0.10
Review and Analyze Defendants' Answer to Plaintiff Medina's Complaint and Research Affirmative Defenses (filed April 28, 2022) (Consolidated Action)	0.40	0.30
Review and Analyze Defendants' Notice of Related Case (filed April 28, 2022) (Naylor Action)	0	0.10
Review and Analyze Defendants' Answer to Plaintiff Naylor's Complaint and Research Affirmative Defenses (filed April 28, 2022) (Naylor Action)	0	1.10
Review and Analyze Defendants' Case Management Conference Statement (filed May 4, 2022) (Naylor Action)	0	0.10
Draft, Review, and/or Revise Plaintiff's Case Management Conference Statement (filed May 4, 2022) (Naylor Action)	0	0.50
Draft, Review, and/or Revise Plaintiff Carolina Medina's Objection to Defendants' Notice of Related Case (filed May 6, 2022) (Consolidated Action)	0.30	0.20
Review, Analyze, and Research Defendants' Reply in Support of Defendants' Notice of Related Case (filed May 13, 2022) (Consolidated Action)	0.20	0.20
Review and Analyze the Court's Minute Order Re: Case Management Conference (filed May 20, 2022) (Naylor Action)	0	0.10
Review and Analyze Defendants' Notice of Ruling Re: Case Management Conference (filed May 23, 2022) (Naylor Action)	0	0.10

Review and Analyze the Court's Minute Order Re: Notice of Related Case (filed June 13, 2022) (Consolidated Action)	0.20	0.10
Draft, Review, and/or Revise Plaintiff's Case Management Conference Statement (filed June 13, 2022) (Naylor Action)	0	0.50
Review and Analyze Defendants' Case Management Conference Statement (filed June 14, 2022) (Naylor Action)	0	0.20
Review and Analyze Defendants' Notice of Court's Order on Notice of Related Case (filed June 17, 2022) (Consolidated Action)	0.30	0.10
Review and Analyze Defendants' Notice of Court's Order on Notice of Related Case (filed June 17, 2022) (Naylor Action)	0	0.10
Review and Analyze the Court's Minute Order Re: Case Management Conference (filed June 29, 2022) (Naylor Action)	0.20	0.10
Draft, Review, and/or Revise Plaintiff's Post-Arbitration Status Conference Report (filed July 28, 2022) (Consolidated Action)	0.20	0.10
Review and Analyze Defendants' Case Management Statement (filed July 29, 2022) (Consolidated Action)	0.30	0.10
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed July 29, 2022) (Naylor Action)	0	0.50
Review and Analyze the Defendants' Case Management Statement (filed August 1, 2022) (Naylor Action)	0	0.10
Review and Analyze the Court's Minute Order Re: Case Management Conference (filed August 15, 2022) (Consolidated Action)	0	0.10
Review and Analyze the Court's Minute Order Re: Case Management Conference (filed August 15, 2022) (Naylor Action)	0	0.10
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed November 23, 2022) (Naylor Action)	0	0.50

Review and Analyze Defendants' Case Management Statement (filed November 23, 2022) (Consolidated Action)	0.20	0.10
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed November 23, 2022) (Consolidated Action)	0.40	0.10
Review and Analyze Defendants' Case Management Statement (filed November 29, 2022) (Naylor Action)	0	0.10
Review and Analyze the Court's Minute Order Re: Case Management Conference (filed December 8, 2022) (Consolidated Action)	0.20	0.10
Review and Analyze the Court's Minute Order Re: Case Management Conference (filed December 8, 2022) (Naylor Action)	0	0.10
Review and Analyze Defendants' Notice of Change of Firm Name (filed March 20, 2023) (Consolidated Action)	0.10	0.10
Review and Analyze Defendants' Notice of Change of Firm Name (filed March 20, 2023) (Naylor Action)	0.10	0
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed March 28, 2023) (Naylor Action)	0	0.50
Review and Analyze the Court's Minute Order (filed April 6, 2023) (Consolidated Action)	0.20	0.10
Review and Analyze the Court's Minute Order (filed April 6, 2023) (Naylor Action)	0.10	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Ruling (filed April 12, 2023) (Naylor Action)	0.10	0.20
Draft, Review, and/or Revise Plaintiff's Notice of Hearing (filed April 14, 2023) (Consolidated Action)	0.30	0.10
Meet and Confer with Defendants' Counsel and Draft, Review, and/or Revise Joint Post-Arbitration Status Conference Report (filed August 9, 2023) (Consolidated Action)	1.10	0.10

Review and Analyze the Court's Minute Order Re: Post-Arbitration Status Conference (filed August 16, 2023) (Consolidated Action)	0.30	0.10
Review and Analyze the Court's Minute Order Re: Post-Arbitration Status Conference (filed August 16, 2023) (Naylor Action)	0.10	0.10
Draft, Review, and/or Revise Plaintiff's Post-Arbitration Status Conference Report (filed February 15, 2024) (Consolidated Action)	0.80	0.10
Review and Analyze the Court's Minute Order Re: Post-Arbitration Status Conference (filed February 23, 2024) (Consolidated Action)	0.30	0.10
Review and Analyze the Court's Minute Order re: Post-Arbitration Status Conference (filed February 23, 2024) (Naylor Action)	0	0.10
Review and Analyze Defendants' Notice of Ruling (filed February 28, 2024) (Consolidated Action)	0.20	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Change of Address or Other Contact Information (filed April 25, 2024) (Consolidated Action)	0.30	0
Draft, Review, and/or Revise Plaintiff's Post-Arbitration Status Conference Report (filed August 23, 2024) (Consolidated Action)	0.50	0.10
Review and Analyze the Court's Minute Order Re: Post-Arbitration Status Conference (filed August 29, 2024) (Consolidated Action)	0.30	0.10
Review and Analyze the Court's Minute Order Re: Post-Arbitration Status Conference (filed August 29, 2024) (Naylor Action)	0	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Settlement (filed October 31, 2024) (Naylor Action)	0	0.10
Meet and Confer with Defendants' Counsel and Draft, Review, and/or Revise the Parties' Joint Stipulation to Vacate Post-Arbitration Status Conference, Order to Show Cause Re: Dismissal, and All Related Deadlines; [Proposed] Order (filed November 1, 2024) (Naylor Action)	0	0.10

Draft, Review, and/or Revise Plaintiff's Notice of Entry of Judgment or Order (filed November 1, 2024) (Naylor Action)	0	0.10
Meet and Confer with Defendants' Counsel and Draft, Review, and/or Revise the Parties' Joint Stipulation to Consolidate Case Nos. 21NWCv00450 and 21NWCv00755; [Proposed] Order (filed December 20, 2024) (Consolidated Action)	0.50	0.20
Meet and Confer with Defendants' Counsel and Draft, Review, and/or Revise the Parties' Joint Notice of Settlement (filed December 18, 2024) (Consolidated Action)	0.30	0.20
Meet and Confer with Defendants' Counsel and Draft, Review, and/or Revise the Parties' Joint Stipulation to Vacate Post-Arbitration Status Conference and All Related Deadlines; [Proposed] Order (filed December 20, 2024) (Consolidated Action)	0.20	0.20
Review and Analyze the Court's Minute Order Regarding Settlement of Case (filed December 20, 2024) (Consolidated Action)	0.20	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Entry of Judgment or Order (filed December 23, 2024) (Consolidated Action)	0.30	0.10
Appearances		
Prepare for and Attend Case Management Conference Hearing (November 12, 2021) (Consolidated Action)	1.00	0.30
Prepare for and Attend Case Management Conference Hearing (March 16, 2022) (Consolidated Action)	1.00	0
Prepare for and Attend Case Management Conference Hearing (March 17, 2022) (Naylor Action)	0	0.20
Prepare for and Attend Case Management Conference Hearing (June 29, 2022) (Naylor Action)	0	0.20
Prepare for and Attend Case Management Conference Hearing (August 15, 2022) (Consolidated Action and Naylor Action)	1.70	1.70
Prepare for and Attend Case Management Conference Hearing (December 8, 2022) (Consolidated Action and Naylor Action)	1.20	1.20

Prepare for and Attend Hearing on Defendants' Petition to Compel Arbitration (March 28, 2023) (Consolidated Action and Naylor Action)	2.70	2.80
Prepare for and Attend Case Management Conference Hearing (August 16, 2023) (Consolidated Action and Naylor Action)	1.00	0
Prepare for and Attend Case Management Conference Hearing (February 23, 2024) (Consolidated Action and Naylor Action)	1.20	0
Prepare for and Attend Case Management Conference Hearing (August 29, 2024) (Consolidated Action)	1.10	0
Discovery and Deposition		
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Carolina Medina (served October 19, 2020)	0	1.90
Draft Additional Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Carolina Medina (served December 22, 2020)	0	1.20
Draft Additional Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Carolina Medina (served February 1, 2021)	0	1.20
Draft Additional Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Carolina Medina (served April 6, 2021)	0	1.20
Review and Analyze Documents Produced by Defendants in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Carolina Medina (served April 26, 2021)	9.10	4.10
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Anthony Naylor (served July 19, 2021)	0	1.90
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Anthony Naylor (served August 30, 2021)	0	1.20
Review and Analyze Documents Produced by Defendants in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Anthony Naylor (served September 8, 2021)	0.90	2.80

Draft, Review, and/or Revise Plaintiff Medina's Form Interrogatories – General, Set One, Special Interrogatories, Set One, and Request for Production of Documents, Set One, on Defendant 5648 East Gotham Street, LLC (served March 21, 2022) (Consolidated Action)	2.30	0
Draft, Review, and/or Revise Plaintiff Medina's Form Interrogatories – General, Set One, Special Interrogatories, Set One, and Request for Production of Documents, Set One, on Defendant Briarcrest Nursing Center (served March 21, 2022) (Consolidated Action)	2.10	0
Draft, Review, and/or Revise Notice of Deposition of Defendant 5468 East Gotham Street, LLC's Person(s) Most Qualified (served March 21, 2022) (Consolidated Action)	1.50	0
Draft, Review, and/or Revise Notice of Deposition of Defendant Briarcrest Nursing Center's Person(s) Most Qualified (served March 21, 2022) (Consolidated Action)	2.40	0
Draft, Review, and/or Analyze Defendant 5468 East Gotham Street, LLC's Response to Form Interrogatories – General, Set One, Response to Special Interrogatories, Set One, and Response to Request for Production of Documents, Set One (served May 19, 2022) (Consolidated Action)	2.60	0.50
Review and Analyze Defendant Briarcrest Nursing Center's Response to Form Interrogatories – General, Set One, Response to Special Interrogatories, Set One, and Response to Request for Production of Documents, Set One (served May 19, 2022) (Consolidated Action)	2.30	0.50
Review and Analyze Defendants 5468 East Gotham Street, LLC and Briarcrest Nursing Center's Bates Labeled Production, BNC 000001-BNC 000193 (served May 19, 2022) (Consolidated Action)	3.30	1.10
Draft Plaintiff Anthony Naylor's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), Requests for Admission (Set One), and Requests for Production of Documents (Set One) to Defendant 5648 East Gotham Street, LLC (served May 25, 2022) (Naylor Action)	0	4.50
Draft Plaintiff's Notice of Deposition of Ira Smedra (served May 25, 2022) (Naylor Action)	0	0.30

Draft Plaintiff's Notice of Deposition of Jacob Wintner (served May 25, 2022) (Naylor Action)	0	0.30
Review and Analyze Defendant 5468 East Gotham Street, LLC's Response to Form Interrogatories – General, Set One, Response to Special Interrogatories, Set One, Response to Special Interrogatories, Set Two, Response to Requests for Admission, Set One, and Response to Requests for Production of Documents, Set One (served August 26, 2022) (Naylor Action)	0	5.80
Review and Analyze Defendant 5468 East Gotham Street, LLC's Objection to Plaintiff's Notice of Deposition of Person Most Knowledgeable (served June 23, 2022) (Consolidated Action)	1.10	0
Review and Analyze Defendant Briarcrest Nursing Center's Objection to Plaintiff's Notice of Deposition of Person Most Knowledgeable (served June 23, 2022) (Consolidated Action)	1.10	0
Review and Analyze Defendant 5468 East Gotham Street, LLC's Supplemental Responses to Plaintiff's Form Interrogatories – General, Set One (served January 6, 2023) (Consolidated Action)	1.80	0
Review and Analyze Defendant 5468 East Gotham Street, LLC's Supplemental Responses to Plaintiff's Special Interrogatories, Set One (served January 6, 2023) (Consolidated Action)	1.30	0
Review and Analyze Defendant 5468 East Gotham Street, LLC's Supplemental Responses to Request for Production of Documents, Set One (served January 6, 2023) (Consolidated Action)	2.10	0
Letters and Correspondence		
Draft Notice to California Labor and Workforce Development Agency Re: Plaintiff Carolina Medina's Claim for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served May 6, 2021) (Consolidated Action)	0	4.50
Draft Notice to California Labor and Workforce Development Agency re: Plaintiff Anthony Naylor's Claim for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served September 10, 2021) (Naylor Action)	0	4.50

Meet with, Draft Correspondence to, and Review and Respond to Correspondence from, Defendants' Counsel	18.50	12.50
Mediation/Settlement		
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendants, and Other Sources Prior to Mediation	21.60	20.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting, Reviewing, and/or Revising the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Violation Analysis and Calculations of Damages and Penalties (submitted on June 6, 2024) (the Actions)	9.10	8.50
Prepare for and Attend Mediation Session with Eve Wagner, Esq. (July 13, 2024; Zoom Video Conference) (the Actions)	7.50	7.50
Draft, Revise, Negotiate, and Finalize Joint Stipulation of PAGA Settlement and Release of Claims (fully executed January 6, 2025)	6.50	1.10
Law and Motion		
Review and Analyze Notice of Petition and Petition of Defendants/Petitioners 5648 East Gotham Street, LLC and Briarcrest Nursing Center to Compel the Arbitration of Plaintiff/Respondent Carolina Medina's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration; Declaration of James S. Cooper in Support of Petition to Compel the Arbitration of Plaintiff/Respondent Carolina Medina's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration; Declaration of Raymond Pellicer in Support of Petition to Compel the Arbitration of Plaintiff/Respondent Carolina Medina's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration; and Order Granting Petition to Compel Arbitration (Proposed) (filed November 30, 2022) (Consolidated Action)	1.90	0.50

Review and Analyze Notice of Petition and Petition of Defendants/Petitioners 5648 East Gotham Street, LLC, Ira Smedra and Jacob Wintner to Compel the Arbitration of Plaintiff/Respondent Anthony Naylor's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration; Declaration of James S. Cooper in Support of Petition to Compel the Arbitration of Plaintiff/Respondent Anthony Naylor's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration; Declaration of Raymond Pellicer in Support of Petition to Compel the Arbitration of Plaintiff/Respondent Anthony Naylor's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration; and Order Granting Petition to Compel Arbitration (Proposed) (filed December 1, 2022) (Naylor Action)	2.10	1.50
Draft, Review, and/or Revise Plaintiff Naylor's Opposition to Defendants/Petitioners 5648 East Gotham Street, LLC, Ira Smedra and Jacob Wintner to Compel Arbitration of Plaintiff/Respondent Anthony Naylor's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and To Stay Further Proceedings Pending Binding Arbitration; Plaintiff Anthony Naylor's Declaration in Support of Opposition to Defendants/Petitioners 5648 East Gotham Street, LLC, Ira Smedra and Jacob Wintner to Compel Arbitration of Plaintiff/Respondent Anthony Naylor's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and To Stay Further Proceedings Pending Binding Arbitration; Declaration of Melissa R. Rinehart in Support of Plaintiff's Opposition to Defendants/Petitioners 5648 East Gotham Street, LLC, Ira Smedra and Jacob Wintner to Compel Arbitration of Plaintiff/Respondent Anthony Naylor's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and To Stay Further Proceedings Pending Binding Arbitration; and Objections to Defendants' Evidence in Support of the Opposition to Defendants' Petition to Compel the Arbitration Plaintiff/Respondent's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and To Stay Further Proceedings Pending Binding Arbitration (filed March 13, 2023) (Naylor Action)	0	20.50

Draft, Review, and/or Revise Plaintiff Medina’s Opposition to Defendants’ Petition to Compel Plaintiff to Arbitrate Her Individual PAGA Claim, to Dismiss Her Collective Action and to Stay Further Proceedings Pending Binding Arbitration; Declaration of Plaintiff Carolina Medina in Support of Plaintiff’s Opposition to Defendants’ Petition to Compel Plaintiff to Arbitrate Her Individual PAGA Claim, to Dismiss Her Collective Action and to Stay Further Proceedings Pending Binding Arbitration; Plaintiff’s Request for Judicial Notice in Support of Defendants’ Petition to Compel Plaintiff to Arbitrate Her Individual PAGA Claim, to Dismiss Her Collective Action and to Stay Further Proceedings Pending Binding Arbitration; Plaintiff’s Objections to Evidence Presented in Support of Defendants’ Petition to Compel Plaintiff to Arbitrate Her Individual PAGA Claim, to Dismiss Her Collective Action and to Stay Further Proceedings Pending Binding Arbitration; and [Proposed] Order Denying Defendants’ Petition to Compel Plaintiff to Arbitrate Her Individual PAGA Claim, to Dismiss Her Collective Action and to Stay Further Proceedings Pending Binding Arbitration (filed March 15, 2023) (Consolidated Action)	24.50	0.50
Review and Analyze Reply of Defendants/Petitioners 5648 East Gotham Street, LLC and Briarcrest Nursing Center in Support of Petition to Compel Plaintiff/Respondent Carolina Medina to Arbitrate Her Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration; Request for Judicial Notice of Defendants/Petitioners 5648 East Gotham Street, LLC and Briarcrest Nursing Centers’ in Support of Reply to Petition to Compel Plaintiff/Respondent Carolina Medina to Arbitrate Her Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration ; Supplemental Declaration of Raymond Pellicer in Support of Defendants/Petitioners 5648 East Gotham Street, LLC and Briarcrest Nursing Center’s Reply in Support of Petition to Compel Plaintiff/Respondent Carolina Medina to Arbitrate Her Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration ; Supplemental Declaration of James E. Cooper in Support of Defendants/Petitioners 5648 East Gotham Street, LLC and Briarcrest Nursing Center’s Reply in Support of Petition to Compel Plaintiff/Respondent Carolina Medina to Arbitrate Her Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration (filed March 21, 2023) (Consolidated Action)	1.80	0.50

Review and Analyze Reply in Support of Defendants/Petitioners 5648 East Gotham Street, LLC; Ira Smedra; and Jacob Wintner's' Petition to Compel Arbitration of Plaintiff/Respondent Anthony Naylor's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration; Request for Judicial Notice of Defendants/Petitioners 5648 East Gotham Street, LLC; Ira Smedra; and Jacob Wintner's' Petition to Compel Arbitration of Plaintiff/Respondent Anthony Naylor's Individual PAGA Claims, to Dismiss the Representative PAGA Claims and to Stay Further Proceedings Pending Binding Arbitration (filed March 21, 2023) (Naylor Action)	1.50	0.50
Review and Analyze the Court's Order and Minute Order Re: Defendants' Petition to Compel Arbitration (filed March 28, 2023) (Consolidated Action)	0.50	0.30
Review and Analyze the Court's Order and Minute Order re: Defendants' Petition to Compel Arbitration (filed March 28, 2023) (Naylor Action)	0	0.30
Review and Analyze Defendants' Notice of Ruling Re: Petition to Compel Arbitration (filed March 28, 2023) (Consolidated Action)	0.30	0.10
Review and Analyze Defendants' Notice of Ruling re: Petition to Compel Arbitration (filed March 28, 2023) (Naylor Action)	0	0.10
Research and Draft, Review, and/or Revise Notice of Motion and Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and Entering Judgment; Declaration of Heather Davis in Support Thereof; Declaration of Alicia Brush in Support Thereof; Declaration of Carolina Medina; Declaration of Anthony Naylor; and Proposed Order and Judgment	8.50	3.50
Total Hours:	193.90	178.20

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EXHIBIT 4

Carolina Medina v. 5648 East Gotham Street, LLC, et al.

Los Angeles County Superior Court Case No. 21NWCV00450

Consolidated Case: Los Angeles County Superior Court Case No. 21NWCV00755

PROTECTION LAW GROUP LLP - EXPENSE REPORT

Date	Memo	Debit
May 2022 - January 2025	PAGA Filings, Court Filings, Attorney Service Fees and Court Documents	\$ 582.81
March 2023	Deposition/Transcript/Court Reporter Fees	\$ 595.00
June 2023	Mediation Fees	\$ 10,469.05
July 2023 - May 2024	Expert Fees	\$ 2,893.00
December 2024	Private Investigator Services	\$ 190.00
December 2024 - December 2025	Future Costs (filing of Motion for PAGA Approval, filing of declaration re settlement distribution, etc.)	\$ 350.00

PLG CURRENT COSTS TOTAL \$ 14,539.86

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EXHIBIT 5

**Quotation Request:**

Shadi Sahebghalam
Protection Law Group
shadi@protectionlawgroup.com
424.290.3095

Case Name:

Medina v. 5648 E. Gotham

Date:

Monday, October 21, 2024

RFP Number:

10910001

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications

Number of Aggrieved Employees	391
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services**Fee Calculation****Rate(s)****Quantity****Estimated Cost****Data Analytics and Standardization**

Import and Standardize Data*	Per Hour	\$125.00	2	\$250.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$550.00

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$620.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$69.00	1	\$69.00
NCOA Address Update (USPS)	Static Rate	\$72.67	1	\$72.67
Certified Language Translation: Spanish	Static Rate	\$750.00	1	\$750.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$1,011.67



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.50	391	\$586.50
USPS First Class Postage	Per Piece	\$0.73	391	\$285.43
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	78	\$156.40
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$4,098.33

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$710.00

WILL NOT EXCEED:				\$6,990.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants** that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this confidentiality may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership** of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

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EXHIBIT 6