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

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

Plaintiff,

vs.

HUGHSON SAMARITAN VILLAGE, a
California corporation; SAMARITAN
VILLAGE, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: CV-21-003611

Honorable John R. Mayne
Department 21

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

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

Date: November 17, 2022
Time: 8:30 a.m.
Department: 21

Complaint Filed July 12, 2021
Trial Date: None Set

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

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

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

ADEQUACY OF LAWYERS *for* JUSTICE, PC

EDUCATION

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

JUDICIAL EXTERNSHIPS

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

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

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

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

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

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

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

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

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

Case Number is BC413498.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted

1 approval of the PAGA representative action settlement. The San Diego County Superior Court
2 Case Number is 34-2015-00175330.

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

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

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

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

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

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THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release and Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Release (together, “Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Kristal Lopez, for herself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendants Hughson Samaritan Village and Samaritan Village (together, “Defendants”). The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Aggrieved Employees covered by the Settlement consist of the following individuals: all current and former hourly-paid or non-exempt individuals employed by either of the Defendants within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period May 6, 2020 to the date that the Court approves the Settlement.

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employers with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on May 6, 2021. The notice was sent by U.S. Certified Mail to the employers and the notice was submitted to the LWDA by way of online submission on the LWDA’s website. The LWDA did not respond to the notice letter that was sent on behalf of Plaintiff. A true and correct copy of the May 6, 2021 notice letter is attached hereto as “**EXHIBIT 2.**”

11. The “Total Settlement Amount” means the amount of \$725,000.00 that Defendants will pay under the Settlement. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of up to \$290,000.00 for attorneys’ fees and up to \$12,000.00 for reimbursement of litigation costs and expenses to Plaintiff’s Counsel; (2) General Release Fee of \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$6,000.00 to the PAGA Settlement Administrator. Assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$409,500.00. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$307,125.00 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$102,375.00 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Simpluris, Inc. (“Simpluris” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$6,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

12. The effectiveness of Plaintiff’s Counsel, Lawyers for Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

1 13. After engaging in extensive investigations and informal discovery and exchange
2 of information, the parties participated in settlement negotiations to try to resolve the lawsuit.
3 These efforts included participating in a full-day mediation on March 29, 2022, conducted by
4 Hon. Hurl W. Johnson (Ret.), a well-respected mediator experienced in mediating complex labor
5 and employment matters. With the aid of the mediator, the parties reached the Settlement
6 described herein. During mediation, the parties discussed all aspects of the case, including the
7 risks and delays of further litigation, possible efforts to compel arbitration, and proceeding with
8 trial, as well as the law relating to representative PAGA actions, off-the-clock theory, wage-and-
9 hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of
10 discovery and/or trial and appeals, among other things. During all settlement discussions, the
11 parties conducted their negotiations at arm's length in an adversarial position.

12 14. Prior to reaching the Settlement, the Parties investigated the veracity, strength,
13 and scope of the PAGA claims, and were preparing for trial. Plaintiff conducted significant
14 investigation and informal discovery regarding the facts of the case, including and not limited to,
15 the exchange, review, and analysis of thousands of pages of documents and data obtained from
16 Defendants and other sources. The documents and data that were reviewed and analyzed by
17 Plaintiff's Counsel included, and were not limited to, the employment records of Plaintiff, a
18 sampling of aggrieved employees' time and pay data, multiple iterations of Defendants'
19 Employee Handbook, various agreements and acknowledgments (such as, Defendants' Dispute
20 Resolution Agreement, Meal Break Waiver Agreement, Employee Handbook Acknowledgement
21 and Receipt, and Acknowledgment of Receipt of Meal and Rest Period Policy), and Defendants'
22 operations and employment practices, policies, and procedures documents (such as, Defendants'
23 Meal and Rest Breaks Policy, Overtime Policy, Off The Clock Work Policy, Day of Rest Policy,
24 Timekeeping Requirements Policy, Dress and Grooming Policy, and Cellular Phone Policy),
25 among other documents. Counsel for the parties undertook significant investigation, and also
26 invested time reviewing and analyzing relevant documents and data to evaluate Plaintiff's claims
27 and allegations, including, and not limited to, calculating the potential monetary recovery under
28 PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting

1 and conferring with Defendant's counsel regarding the pleadings, case management, and
2 mediation and settlement, among other issues; case strategy and analysis; drafting, reviewing,
3 and revising the mediation brief; preparing for the mediation and settlement negotiations; and
4 preparing for and appearing for court proceedings. Counsel for the parties have further invested
5 time to research the applicable law, which is constantly evolving as it relates to representative
6 PAGA actions, off-the-clock theory, wage-and-hour enforcement, and arbitration agreements,
7 Plaintiff's claims and allegations, and Defendants' defenses, as well as facts discovered.

8 15. Based on investigation and information discovered, Plaintiff's Counsel believes
9 that there is sufficient evidence to support the allegations that Defendants violated the California
10 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
11 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also
12 recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery.
13 For example, although wage-and-hour actions are amenable to resolution as to a group of
14 employees, some courts have also found that, for various reasons, the issues raised by Plaintiff,
15 including, and not limited to, the issues of non-compliant meal periods, non-compliant rest
16 periods, and unreimbursed business expenses, raise individualized issues and/or are
17 unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff
18 faced the risk that the Court may determine that the PAGA claim requires individualized
19 inquiries that would render adjudication of the PAGA claim unmanageable or at odds with
20 Defendants' right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021)
21 68 Cal.App.5th 746, 756 ("courts have inherent authority to ensure that PAGA claims can be
22 fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered
23 manageable"); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685,
24 712, *review granted* (June 22, 2022) ("[i]mposing a manageability requirement would create an
25 extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.")

26 16. Plaintiff and her counsel have also considered the uncertainty and risk of the
27 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
28 order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in

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

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

19 18. Importantly, Defendants also contended that the claims of other Aggrieved
20 Employees whom Plaintiff seeks to represent are subject to enforceable agreements to arbitrate
21 disputes arising from their employment. Defendants contended that the arbitration agreements
22 could effectively be used to require Aggrieved Employees to engage in individual arbitration of
23 their individual claims on which the PAGA claim is predicated. Although the parties disagree on
24 whether or not Defendants' various agreements are enforceable and their impact, there is more
25 uncertainty regarding the viability of PAGA claims in the judicial forum, arising from the U.S.
26 Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022
27 U.S. LEXIS 2940.

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

17 20. The parties had the opportunity to review documents and data regarding
18 Plaintiff's and Aggrieved Employees' employment with Defendants, including, and not limited
19 to, Plaintiff's employment records and wage statements, a sampling of aggrieved employees'
20 time and pay data, as well as information regarding Defendants' operations and employment
21 policies, practices, and procedures, in an effort to determine the potential value and strength of
22 the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant
23 documents and data, and this information made it possible to calculate the potential value of the
24 PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of
25 information to be sufficiently apprised of the nature and extent of the claims asserted in this
26 lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and
27 reasonableness. The parties have also considered the settlement negotiations and the
28 recommendations of the mediator, Hon. Hurl W. Johnson (Ret.), who is experienced in

mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or appeals.

21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$290,000.00, which represents approximately forty percent (40%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

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

23. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis with a multiplier of 1.02. Attorneys at Lawyers for Justice, PC have spent a total of **380.90 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm.

1 Separate from the hours referenced herein, Lawyers for Justice, PC also had litigation support
2 personnel actively engaged in assisting with the prosecution of the case.

3 24. The work performed in this particular case, the background of our firm, as well as
4 the individual backgrounds, training, and experience of the attorneys who worked on this matter,
5 in litigating complex wage-and-hour class and PAGA representative actions, support a
6 reasonable blended hourly rate of compensation of at least \$750 for work performed by
7 Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the
8 firm at the rate of at least \$750 per hour for legal services performed, by courts granting approval
9 of wage and hour class action and/or representative action settlements in other cases: final
10 approval of the class and representative action settlement in *David Dugan v. TEC Equipment,*
11 *Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021,
12 and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class
13 and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los
14 Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of
15 attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in
16 *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court
17 Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of
18 attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative
19 action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County
20 Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of
21 attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative
22 action settlement in *Seth Swan v. Pace Supply* (Sonoma County Superior Court Case No.
23 SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly
24 rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland,*
25 *et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was
26 granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of
27 \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler*
28 *Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was

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

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

6 25. Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will
7 not receive any compensation until a recovery is obtained in this matter. Lawyers for Justice, PC
8 seeks \$12,000.00 for reimbursement of litigations costs and expenses incurred in this case, as
9 reflected in the Case Cost Detail attached hereto as "EXHIBIT 4." These costs and expenses
10 were reasonable and necessary in the prosecution of the case and to obtain the Settlement.

11 **GENERAL RELEASE FEE TO PLAINTIFF**

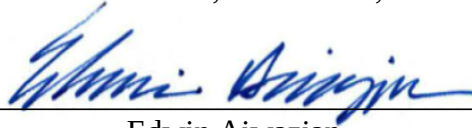
12 26. In recognition of her efforts and work in spearheading the litigation of this matter,
13 as well as her individual waiver and release of claims, the Settlement provides a General Release
14 Fee to Plaintiff in the amount of \$7,500.00 to be paid out of the Total Settlement Amount. The
15 requested General Release Fee is fair and appropriate. By initiating and pursuing this matter,
16 Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of
17 serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort
18 discussing her employment with her counsel, gathering and producing relevant documents and
19 information, and providing the facts and evidence necessary to attempt to prove the allegations.
20 Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide
21 information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate
22 and just for Plaintiff to receive a General Release Fee, in addition to the Individual Settlement
23 Share she will receive as an Aggrieved Employee.

24 27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
25 statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable,
26 and adequate, and in the best interests of Plaintiff, the State of California, and other Aggrieved
27 Employees given the substantial monetary benefits provided for by the Settlement, the strengths
28 and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated

1 with continued litigation.

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

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

5 
6

Edwin Aiwazian

EXHIBIT 1

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

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Kristal Lopez (“Plaintiff”), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Hughson Samaritan Village and Samaritan Village (together, “Defendants”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

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

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

(b) On May 6, 2021, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiff, to notify the LWDA and Defendants pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-831519-21 (the “PAGA Notice”);

(c) On July 12, 2021, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendants, entitled *Kristal Lopez v. Hughson Samaritan Village, et al.*, Stanislaus Superior Court Case No. CV-21-003611 (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(e) On March 29, 2022, the Parties mediated the Action with Hon. Hurl W. Johnson (Ret.) and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

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

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

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Seven Hundred Twenty-Five Thousand Dollars and No Cents (\$725,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of forty percent (40%) of the Total Settlement Amount, which is Two Hundred Ninety Thousand Dollars and No Cents (\$290,000.00), and reimbursement of litigation costs and expenses in the amount of up to Twelve Thousand Dollars and No Cents (\$12,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendants will not contest.

(2) A general release fee of up to the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) (“General Release Fee”) to Plaintiff, which Defendants will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Six Thousand Dollars and No Cents (\$6,000.00) (“Settlement Administration Costs”) to Simpuris, Inc. (the “PAGA Settlement Administrator”).

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

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all current and former hourly-paid or non-exempt individuals employed by either of the Defendants within the State of California at any time during the PAGA Period (the “Aggrieved Employees”). The period May 6, 2020 to the date that the Court approves the Settlement is the “PAGA Period”. The Aggrieved Employees are estimated to have worked approximately 5,562 Compensable Pay Periods during the period of May 6, 2020 to February 5, 2022. If the actual number of Compensable Pay Periods during the time referenced is more than ten percent (10%) above 5,562, Defendants, at their option, shall either void the Settlement or the Total Settlement Amount will be increased by the percentage that the actual number exceeds 6,119 Compensable Pay Periods. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

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

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff’s execution of this Settlement

Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendants shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) the Court has entered an order approving the Settlement Agreement; and (iii) the later of the following events has occurred: (a) the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right by any appellant to pursue remedies or relief; or (c) any appeal, writ, or other appellate proceeding has upheld the Court order approving the Settlement Agreement with no right by any appellant to pursue further remedies or relief (“Effective Date”).

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

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

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

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

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff’s Counsel. Plaintiff’s Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Gary W. Bethel, Irene V. Fitzgerald, and Andrew H. Woo of Littler Mendelson, P.C. (“Defendants’ Counsel”) for review and approval prior to filing.

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

7. **Payment of PAGA Settlement Sum / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Effective Date. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendants' payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

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

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

(1) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods.

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

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

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

(d) No later than seven (7) calendar days after the PAGA Settlement Administrator receives the Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

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

(f) No later than seven (7) calendar days after the PAGA Settlement Administrator receives the Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than seven (7) calendar days after the PAGA Settlement Administrator receives the Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

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

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a),

226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 4-2001 and 5-2001 (collectively, the “Released Claims”).

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff’s employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

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

9. **Governing Law and Interpretation.**

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

///

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

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

11. **Miscellaneous.**

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

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

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

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

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

(f) The Parties and their counsel will keep the settlement confidential through Court approval of this Settlement. Thereafter, other than information necessary to secure Court approval of this Settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. Parties agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communications with the press about the facts, amount or terms of the Settlement, or otherwise publicize the terms of the Settlement except as required to effectuate the Settlement. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience

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

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

Date: 09/09/2022, 2022

Electronically Signed 2022-09-09 15:31:36 UTC - 172.58.75.110
Kristal Lopez
Nintex AssureSign® Bca7a6c9-4f73-43b9-9840-a0a0156d006

Kristal Lopez
Individually and On Behalf of
the State of California and Aggrieved Employees

HUGHSON SAMARITAN VILLAGE

Date: _____, 2022

Name: _____
Title: _____

SAMARITAN VILLAGE

Date: _____, 2022

Name: _____
Title: _____

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: September 12, 2022



Edwin Aiwazian
Joanna Ghosh
Attorneys for Plaintiff Kristal Lopez

LITTLER MENDELSON, P.C.

Date: _____, 2022

Gary W. Bethel
Irene V. Fitzgerald
Andrew H. Woo
Attorneys for Defendants Hughson Samaritan
Village and Samaritan Village

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

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

Date: _____, 2022

Kristal Lopez
Individually and On Behalf of
the State of California and Aggrieved Employees

HUGHSON SAMARITAN VILLAGE

Date: _____, 2022


Name: Daniel Aguilar
Title: CEO

SAMARITAN VILLAGE

Date: _____, 2022


Name: Daniel Aguilar
Title: CEO

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2022

Edwin Aiwarzian
Joanna Ghosh
Attorneys for Plaintiff Kristal Lopez

LITTLER MENDELSON, P.C.

Date: October 6, 2022


Gary W. Bethel
Irene V. Fitzgerald
Andrew H. Woo
Attorneys for Defendants Hughson Samaritan
Village and Samaritan Village

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Kristal Lopez v. Hughson Samaritan Village, et al.*, Stanislaus Superior Court Case No. CV-21-003611

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Kristal Lopez v. Hughson Samaritan Village, et al.*, Stanislaus Superior Court Case No. CV-21-003611 (“Action”).

The lawsuit was filed on July 12, 2021 by Kristal Lopez (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on May 6, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-831519-21 (the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendants Hughson Samaritan Village and Samaritan Village (together, “Defendants”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by either of the Defendants within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period May 6, 2020 to <<the date that the Court approves the Settlement>> is the “PAGA Period”.

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

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

“Released Parties” means Defendants, including Defendants’ parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 and 5-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to California Rural Legal Assistance, Inc.

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

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Alexandra Rose (SBN 329407)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

Gary W. Bethel (SBN 117547)
Irene V. Fitzgerald (SBN 266969)
Andrew H. Woo (SBN 261120)
LITTLER MENDELSON, P.C.
5200 North Palm Avenue, Suite 302
Fresno, California 93704-2225
Telephone: (559) 244-7500/Fax: (559) 244-7535

Attorneys for Defendants

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

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

Plaintiff,

vs.

HUGHSON SAMARITAN VILLAGE, a
California corporation; SAMARITAN
VILLAGE an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CV-21-003611

Honorable John R. Mayne
Department 21

**AMENDMENT NO. 1 TO PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

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

Plaintiff Kristal Lopez ("Plaintiff") and Defendants Hughson Samaritan Village and Samaritan Village (together, "Defendants") pursuant to Section 10 of the Private Attorneys General Act Settlement Agreement and Release entered into on or around October 6, 2022 ("Original Agreement"), hereby agree to amend and supplant the Original Agreement, as stated herein. The amendments stated herein are incorporated by this reference:

A. Section 7(c)(4) of the Original Agreement is hereby amended to state as follows:

The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

B. The Cover Letter attached to the Original Agreement as "Exhibit A" is hereby replaced with the revised Cover Letter attached hereto as "Exhibit A."

Dated: October 18, 2022

LAWYERS for JUSTICE, PC

By: 

Edwin Aiwan
Joanna Ghosh
Attorneys for Plaintiff

Dated: October 18, 2022

LITTLER MENDELSON, P.C.

By: 

Gary W. Bethel
Irene V. Fitzgerald
Andrew H. Woo
Attorneys for Defendants

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Kristal Lopez v. Hughson Samaritan Village, et al.*, Stanislaus Superior Court Case No. CV-21-003611

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Kristal Lopez v. Hughson Samaritan Village, et al.*, Stanislaus Superior Court Case No. CV-21-003611 (“Action”).

The lawsuit was filed on July 12, 2021 by Kristal Lopez (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on May 6, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-831519-21 (the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendants Hughson Samaritan Village and Samaritan Village (together, “Defendants”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by either of the Defendants within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period May 6, 2020 to <<the date that the Court approves the Settlement>> is the “PAGA Period”.

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

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

“Released Parties” means Defendants, including Defendants’ parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 and 5-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

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

EXHIBIT 2

LAWYERS FOR JUSTICE

May 6, 2021

BY ONLINE SUBMISSION

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

Re: HUGHSON SAMARITAN VILLAGE; SAMARITAN VILLAGE

Dear Representative:

We have been retained to represent Kristal Lopez against Hughson Samaritan Village, and Samaritan Village (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Samaritan Village") for violations of California wage-and-hour laws. Ms. Lopez 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. Lopez 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.

Samaritan Village employed Ms. Lopez as an hourly-paid, non-exempt employee from approximately June 2018 to approximately January 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. Lopez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Samaritan Village 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.

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

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Lopez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Lopez 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, Samaritan Village required Ms. Lopez 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. Samaritan Village 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, Samaritan Village failed to pay Ms. Lopez 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, Samaritan Village failed to pay Ms. Lopez 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, Samaritan

Village did not provide Ms. Lopez and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Samaritan Village 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. Lopez 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. Lopez 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. Lopez 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. Lopez 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. Lopez 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, Samaritan Village failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Lopez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Samaritan Village did not provide Ms. Lopez 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, Samaritan Village failed to pay Ms. Lopez

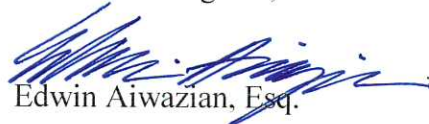
and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Lopez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Samaritan Village failed to pay Ms. Lopez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Lopez 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. Lopez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Samaritan Village.

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

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

With kind regards,



Edwin Aiwazian, Esq.

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

Hughson Samaritan Village
c/o Daniel Aguilar
Agent for Service of Process
7700 Fox Road
Hughson, CA 95326

Samaritan Village
c/o Daniel Aguilar
President and CEO
7700 Fox Road
Hughson, CA 95326

EXHIBIT 3

LOPEZ V. HUGHSON SAMARITAN VILLAGE, ET AL.
(STANILSAUS SUPERIOR COURT CASE NO. CV-21-003611)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Kristal Lopez’s (“Plaintiff”) Private Attorneys General Act (“PAGA”) Claims on Behalf of the State of California With Respect to Plaintiff and the Aggrieved Employees	13.50
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendant Hughson Samaritan Village and Samaritan Village (together, “Defendants”) with Respect to Plaintiff and the Aggrieved Employees	10.50
Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, and Representative PAGA Decisions in California, Including all New and Relevant DLSE Materials	7.80
Investigation of Defendants, Defendants’ Business Relationships, and the Industry in which Defendants Operate	4.60
Investigation of Defendants’ Organizational and Corporate Structure (Including, <i>Inter Alia</i> , Tax-Exempt and Non-Profit Status), and Executive Reporting Structure as They Relate to the Employment and Management of Aggrieved Employees	5.80
Investigation of Defendants’ Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	2.90

Analysis of Competitors in Various Relevant Geographic Areas within which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendants' Competitors	3.70
Research and Investigation Re: Location(s), Department(s), and/or Division(s) Owned, Managed, Services, and/or Operated by Defendants in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	6.90
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Location(s)/Facilities/Campus(es) at Which Aggrieved Employees Worked Throughout California	5.50
Research and Investigation Re: Defendants' Written and Unwritten Policies, Practices, and Procedures Relating to Timekeeping, Schedules, Customer Service, Resident Emergencies, State/Local Audits, On Premises Meal/Rest Breaks, On-Duty Meals Periods, Meal Waivers, Meal and Rest Premiums, Non-Discretionary Bonus/Commission/Incentive/Shift Differential Pay, Overtime Compensation, Radios/Walkie-Talkies, PPE, Dress Code, Safety Shoes, Tools/Equipment/Supplies, Use of Personal Vehicle, Use of Personal Cell Phone, and Reimbursement of Business-Related Expenses	18.30
Research and Investigation Re: Various Software Programs and Other Technology Defendants Use to Conduct Everyday Business, Including Timekeeping, Resource Management, Patient Care, Resident Management, Communication, Information and Document Management, Health and Safety, and Security/Badge Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	7.60
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	8.10

Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	6.40
Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.50
Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	5.30
Research and Investigation of Defendants' Licenses, Permits, and/or Registrations	4.60
Comparative Analysis and Cross-Checking of All Available Job Postings, Job Reviews, and Consumer Reviews Regarding Defendants in Order to Determine Any Variation and Identify Job Duties and Responsibilities That Would be Susceptible to Being Performed Off-the-Clock or During Meal or Rest Breaks	7.80
Investigation of Impact of COVID-19 Pandemic on Defendants' Industry, Their Operations, and Aggrieved Employees' Work	8.30
Meet and Communicate with Plaintiff Kristal Lopez Throughout the Pendency of the Case	38.50
Meet and Communicate with Aggrieved Employees and Percipient Witnesses	15.90
Pleadings and Court Filings	
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on July 12, 2021)	7.50
Review Court's Notice of Case Management Conference (filed July 12, 2021)	0.10

Review and Analyze Defendants' General Denial and Affirmative Defenses to Plaintiff's Unverified Complaint (served on September 14, 2021)	2.10
Draft Plaintiff's Case Management Statement (filed on October 29, 2021)	1.10
Review Defendants' Case Management Statement (served on November 1, 2021)	0.60
Draft Plaintiff's Case Management Statement (filed on January 26, 2022)	0.90
Review Court's Case Management Conference Order (filed on January 31, 2022)	0.10
Review Defendants' Amended Notice of Continued Case Management Conference and OSC Regarding Sanctions to Plaintiff (served on February 14, 2022)	0.20
Draft Declaration of Declaration of Daniel J. Kramer in Response to Order to Show Cause Regarding Sanctions for Plaintiff's Failure to Appear (filed on February 22, 2022)	1.10
Meet and Confer with Defendants' Counsel, and Draft Joint Case Management Conference Statement and Notice of Settlement (filed on April 6, 2022)	1.20
Draft Plaintiff's Response to Order to Show Cause Regarding Sanctions for Plaintiff's Failure to Appear (filed on April 13, 2022)	1.20
Draft Plaintiff's Notice of Appearance (filed on April 13, 2022)	0.10
Review Court's Case Management Conference Order (filed on April 25, 2022)	0.10
Review Court's Minute Order Re: Court's Motion to Dismiss (filed on September 9, 2022)	0.10

Appearances	
Prepare for and Telephonically Attend Case Management Conference and Hearing on Order to Show Case Regarding Sanctions (April 25, 2022)	0.60
Prepare for and Telephonically Attend Hearing on Court's Motion to Dismiss (September 9, 2022)	0.40
Prepare for and Telephonically Attend Case Management Conference and Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs (November 17, 2022) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Kristal Lopez (served on February 25, 2021)	1.90
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Kristal Lopez (served on March 19, 2021)	7.60
Letters and Correspondence	
Research and Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Kristal Lopez for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on May 6, 2021)	4.50
Meet and Confer with, Draft Correspondence to, and Respond to Correspondence from, Defendants' Counsel	17.50

Mediation/Settlement	
Review and Analyze Documents Obtained from Defendants and Other Sources, and Prepare Valuation Models, Including, <i>Inter Alia</i> , Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements, Prior to Mediation (In Excess of 915,000 Pages) • Employee Handbooks and Policies, Practices, and Procedures Documents • Sampling of Employee Time Data • Sampling of Employee Payroll Data (served on February 15, 2022)	63.50
Prepare for Mediation Session, Including Researching Merits of PAGA Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted on March 22, 2022)	23.50
Attend Mediation Session (March 29, 2022; Zoom Video Conference)	16.50
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed on April 22, 2022)	3.10
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release and Cover Letter (fully executed on October 6, 2022)	16.80
Draft, Review, Revise, Negotiate, and Finalize Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Release and Cover Letter (fully executed on October 18, 2022)	1.10
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees and Costs,	21.50

General Release Fee, and Settlement Administration Costs, Declaration of Edwin Aiwazian in Support Thereof, Declaration of Kristal Lopez in Support Thereof, and [Proposed] Order and Judgment (filed on October 21, 2022)	
Total Hours:	380.90

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Lopez v. Hughson Samaritan Village

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
2/25/2021	U.S. Postmaster	Postage	7.00
7/13/2021	Legal Document Server, Inc.	Attorney Service	29.97
7/13/2021	Stanislaus Superior Court	Court Filing Fee	435.00
8/11/2021	ProLegal	Attorney Service	210.00
9/17/2021	One Legal	Attorney Service	16.06
9/20/2021	One Legal	Attorney Service	16.06
11/2/2021	One Legal	Attorney Service	16.06
1/26/2022	General Logistics Systems US, Inc	Courier Service	21.17
2/2/2022	One Legal	Attorney Service	16.06
2/11/2022	Judicate West	Mediation Fee	2,250.00
2/22/2022	General Logistics Systems US, Inc	Courier Service	14.37
3/1/2022	One Legal	Attorney Service	16.06
3/29/2022	Robert A. Parris	Damages Consulting Expert	6,600.00
4/10/2022	Codici	Analysis of Sampling of Time Records	2,500.00
4/11/2022	Legal Document Server, Inc.	Attorney Service	14.75
4/15/2022	Legal Document Server, Inc.	Attorney Service	29.50
4/21/2022	Stanislaus Superior Court	Remote Appearance Fee	192.70
9/8/2022	Stanislaus Superior Court	Remote Appearance Fee	96.35
Total:			12,481.11