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Attorneys for Plaintiff EVA ROCKWELL
on behalf of herself and all others similarly situated

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

EVA ROCKWELL on behalf of herself and all
others similarly situated

Plaintiff,

vs.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC., a California corporation, and
DOES 1 through 50, inclusive,

Defendant.

Case No. SCRDCVCV21-0197240-001
Assigned For All Purposes To:
Judge: Hon. Tamara L. Wood
Dept.: 8

**DECLARATION OF JAMES R.
HAWKINS IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

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1. I am an individual over the age of 18. I am a partner at the Law Firm of James Hawkins APLC. I am one of the attorneys of record for Plaintiffs Eva Rockwell (hereinafter referred to as “Plaintiff”). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

3. On May 4, 2021, Plaintiff provided notice to the Labor and Workforce Development Agency (“LWDA”) of her intent to pursue Defendant for all civil penalties arising from Defendant’s alleged failure to, inter alia, pay all wages earned including failure to provide proper rest periods and meal breaks, failure to reimburse employee expenses, failure to pay correct sick pay, and failure to provide accurate wage statements to Plaintiff and other similarly situated aggrieved employees.

5. Throughout this litigation, Defendant (hereinafter “Defendant” or “California Mentor”) has denied Plaintiff’s allegations and raised defenses to their claims, individually and

1 on a representative basis. Defendant maintains that its employment policies and practices meet
2 the requirements of the Labor Code and applicable Wage Orders.

3 6. To date, no motion for class certification has been filed, no class has been
4 certified and the Court has not made any findings that California Mentor engaged in any
5 wrongdoing or in violation of any state law, rule or regulation, with respect to the issues
6 presented in the litigation.

7 7. Through formal and informal discovery, Plaintiff and California Mentor have
8 exchanged extensive documents and information related to the claims asserted. Defendant has
9 produced thousands of pages of information, including timecard records and wage reports of
10 putative class members.

11 8. Defendant also provided Plaintiff with class data and random samples of time
12 records, wage statements, information regarding the number of non-exempt employees during
13 the relevant time period.

14 9. After conducting formal and informal discovery, exchanging relevant information
15 and engaging in numerous discussions regarding the claims alleged, on December 20, 2022, the
16 parties participated in a private mediation with mediator Tripper Ortman. During the course of
17 the mediation, the parties exchanged further information and documentation concerning
18 Plaintiff's claims and California Mentor's defenses thereto, and aggressively advocated for their
19 respective positions; however, they did not reach a settlement.

20 10. After the mediation, the parties continued in settlement negotiations, with the
21 assistance of the mediator. On or about December 22, 2022, the parties reached a settlement in
22 principle of this Action for a maximum settlement amount of \$675,000.

23 11. The final terms and provisions of the settlement agreement were approved and
24 executed by all the parties on or about April 2023. (A true and correct copy of the Stipulation of
25 Settlement ("Settlement Agreement") is attached hereto as Exhibit A.)

26 12. Based on their own respective independent investigations and evaluations and
27 after taking into account the sharply disputed factual and legal issues involved in this matter, the
28 risks attending further prosecution in light of certification issues faced due to the *Brinker Rest.*

1 *Corp. v. Super. Ct.*, (2012) 53 Cal. 4th 1004 (“*Brinker*”) decision, the discovery and
2 investigation conducted to date, Plaintiffs and their counsel are of the opinion that settlement for
3 the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
4 adequate and is in the best interests of the named Plaintiffs and Class Members.

5 13. I have a great deal of experience in wage and hour class action litigation. I have
6 obtained certification of several classes, I have been approved as class counsel in many other
7 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
8 inclusive list, over the years I have prosecuted the following class action matters as lead and/or
9 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

10 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-
11 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages
12 for meal period and rest periods and resultant penalties. Class Notice pending.

13 b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT-
14 Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
15 classification of insurance claims adjusters employed by Gallagher Bassett, a third-party
16 administrator (TPA) in the State of California. Certification granted. Plaintiff’s counsel co-lead
17 counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

18 c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-
19 04554. Wage and Hour Class Action case seeking past wages for “off the clock”, overtime and
20 meal and rest break violations for production workers in the State of California. Plaintiff’s
21 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and
22 funds fully distributed.

23 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
24 Wage and Hour Class Action case seeking past wages for meal and rest period violations for
25 retail employees in the State of California. Plaintiff’s counsel appointed co-lead counsel. Case
26 settled, Final Approval granted, no objections and funds fully distributed.

27 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
28 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period

1 violations for retail employees in the State of California. Plaintiff's Counsel appointed as Lead
2 Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

3 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
4 County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages
5 for overtime, meal and rest break violations for driver employees in the State of California.
6 Settlement for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award
7 confirmed. Plaintiff's counsel, lead trial counsel and class counsel.

8 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
9 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime,
10 meal and rest breaks violations for production employees in the State of California. Plaintiff's
11 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
12 fully distributed.

13 h. *Acosta v. Fleetwood Travel Trailers of California, Inc., et al.*, Riverside County
14 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for
15 overtime, meal and rest break violations for production employees in the State of California.
16 Plaintiff's counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
17 objections and funds fully distributed.

18 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
19 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
20 rest break violations for restaurant employees in the State of California. Plaintiff's counsel
21 appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

22 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court,
23 Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and
24 rest break violations for security officers in the State of California. Plaintiff's counsel appointed
25 as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
26 distributed.

27 k. *Martinez v. Securitas Security Services USA, et al.*, Santa Clara Superior Court,
28 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past

1 wages for meal and rest break violations for security officers employed by defendant in the State
2 of California. Plaintiff's counsel and co-counsel. Case settled, Final Approval granted and
3 funds fully distributed.

4 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court,
5 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and
6 rest break violations for housekeepers employed by defendant in the State of California.
7 Plaintiff's counsel appointed as lead counsel. Case settled, Final Approval granted, no
8 objections and funds fully distributed.

9 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
10 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest
11 period violations for non-exempt employees employed by defendant in the state of California.
12 Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for
13 Lead Counsel.

14 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
15 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field
16 and branch employees of defendant in the State of California. Plaintiff's counsel appointed as
17 lead counsel. Case settled and awaiting Final Approval.

18 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
19 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of
20 defendant in the State of California. Plaintiff's counsel appointed as lead counsel. Case settled,
21 Final Approval granted, no objections and funds fully distributed.

22 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
23 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break
24 violations for security guards employed by defendant in the State of California. Plaintiff's
25 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
26 fully distributed.

27 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc.* et al., Los Angeles Superior
28 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break

1 violations for production employees employed by defendant in the State of California. Plaintiff
2 counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds
3 fully distributed.

4 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case
5 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break
6 violations for restaurant employees employed by defendant in the State of California. Plaintiff's
7 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and
8 funds fully distributed.

9 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No.
10 BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification
11 of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiff's
12 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and
13 funds fully distributed.

14 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case
15 No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break
16 violations for retail employees employed by defendant in the State of California. Plaintiff's
17 counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds
18 fully distributed.

19 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.
20 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification
21 of managers employed by Defendant in the State of California. Plaintiff's counsel appointed
22 lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

23 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court,
24 Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and
25 rest break violations for production workers employed by defendant in the State of California.
26 Plaintiff's counsel appointed lead counsel. Case settled; final approval granted; no objections
27 and funds fully distributed.

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1 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,
2 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and
3 rest period violations for production employees employed by defendant in the State of California.
4 Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections
5 and funds fully distributed.

6 14. Ms. Fernandez, my co-counsel on this matter, has been a member of the Florida Bar
7 since January 1996 and member of the California Bar since August 2002. Ms. Fernandez has
8 specialized in employment related litigation including complex wage and hour civil litigation
9 since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 40 wage and hour class
10 action litigations for our firm and has produced excellent results for this firm's clients in the
11 wage and hour class actions.

12 15. Mr. Dacre, also my co-counsel on this matter, has been practicing law in
13 California since 1997 and joined the James Hawkins, APLC law firm in February 2022, and now
14 exclusively litigates plaintiff-related wage and hour class action cases. He has been involved in
15 litigating, mediating and settling numerous wage and hour class actions dealing with class sizes
16 ranging from several hundred to several thousand class members in both State and Federal
17 courts.

18 16. Ms. Fernandez and Mr. Dacre have been and currently are, co-counsel in over 50
19 wage and hour class actions for our firm and have produced excellent results for this firm's
20 clients in the wage and hour class actions

21 17. California Mentor denies Plaintiff's allegations and maintains that Class Members
22 were provided with the opportunity to take all meal and rest periods to which they were entitled.
23 California Mentor also maintained that Plaintiff's claims were improper for class treatment.

24 18. Based on documents and information produced by Defendant in discovery, in
25 preparation for mediation and during settlement negotiations, Plaintiff's counsel estimated a
26 maximum potential liability as follows:

27 a. Failure to Pay Wages for All Hours Worked
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1 From the records provided, and based on Defendant's representation, Plaintiff understood
2 the average hourly rate of pay for non-exempt employees to be approximately \$19.00. During the
3 Class Period, the Class Members worked a collective total of approximately 46,850
4 workweeks/234,250 shifts.

5 Plaintiff's claim for failure to pay wages owed is based on allegations that she and Class
6 Members worked "off the clock" to complete certain tasks for which they did not receive
7 compensation. During the liability period, Plaintiff contends that she and Class Members were
8 required to work during their meal periods by taking calls from management and/or clients.
9 Plaintiff alleges that she was required to answer calls from her managers, clients, and various
10 medical providers while she was off the clock/after the end of her shifts. Plaintiff contends that
11 she and Class Members were not compensated for this "off the clock" work and thus not paid all
12 lawful wages owed including overtime and/or minimum wages.

13 Defendant adamantly disputes Plaintiff's allegations that employees were required to
14 perform any work "off the clock" during meal breaks and/or at the end of their shifts and claimed
15 that Plaintiff lacked evidence of any "off the clock" work. Further, Defendant asserts that this
16 claim would be difficult to certify given the predominance of the individualized inquiry as to the
17 whether, and to what extent, each Class Member performed work "off the clock."

18 Plaintiff calculated the estimated, potential maximum value for this claim based on an
19 allocated 60 minutes of underpaid overtime per shift as \$6,676,125 (Class Members \$27.00
20 hourly overtime rate x 1 x 234,250 = \$6,676,125.) Taking into consideration the nature of the
21 claim and Defendant's defenses thereto including the inability to establish the violation with
22 respect to all of the Class Members, this claim was valued between an estimated maximum of
23 \$667,612.5 (10%) and \$333,806.25 (5%) for purposes of settlement.

24 b. Meal Period Claim

25 The meal period violation claim is based primarily on allegations that California Mentor
26 failed to provide an uninterrupted 30-minute meal break by the end of the fifth hour and failed to
27 pay putative Class Members, one hour of pay at their regular rate of compensation for each
28 workday that a meal period was not lawfully provided. As already discussed herein, due to the

workload requirements, and Defendant's policies and practices, Plaintiff alleges that she and Class Members routinely worked in excess of five hours without being provided a compliant thirty-minute meal break. By way of example, Plaintiff contends that she was required to use meal break time to drive to various job sites, and/or answer calls during her meal period.

Defendant denies Plaintiff's allegations and maintains that they and Class Members were provided with the opportunity to take full, 30-minute meal periods to which they were entitled as per compliant company policies. Further, Defendant adamantly disputes the propriety of certification in this case. Defendant's position is that, under the holding in Brinker and other state and federal decisions, Defendant fulfilled its legal obligations to non-exempt employees by providing them with timely and proper meal periods.

The maximum estimated liability for the meal break claim, based on a 100% violation is \$3,729,454 (234,250 shifts x \$19.00 = \$3,729,454) which assumes a meal break violation during every work shift. However, taking into consideration the nature of the claim, Defendant's defenses and certification issues faced due to Brinker, for purposes of settlement, the meal break claim was valued between and estimated maximum of \$372,945 (10%) and \$186,473 (5%).

c. Rest Period Claim

The rest period violation claim is primarily based on allegations that, as with the meal breaks, and work performed "off the clock", due to the workload, policies, and practices of Defendant, Plaintiff and Class Members during the liability period, were required to work without being permitted or authorized to take compliant rest breaks. California Mentor disputes Plaintiff's rest break claim and contends that Class Members were allowed to take ten minute rest periods and regularly took such breaks. The maximum estimated liability for the rest break claim, based on a 100% violation is \$3,729,454 (234,250 shifts x \$19.00 = \$3,729,454) which assumes a rest break violation during every work shift. Taking into consideration the nature of the claim, Defendant's defenses and certification issues faced due to Brinker, for purposes of settlement, the rest break claim was valued between an estimated maximum of \$186,473 (5%) and \$0.

d. Failure to Reimburse Employee Expenses

1 This claim is based on Plaintiff's allegations that, during the Class Period, she and Class
2 Members were required to use their personal phones in the performance of their job duties. For
3 example, Plaintiff and Class Members were required to clock in and out for their shifts and meal
4 breaks on the Sideline App. It appears that some Class Members were required to download the
5 App onto their personal phones. Plaintiff and other Class Members were frequently contacted on
6 their personal phones, especially when not on the clock. Plaintiff and Class Members did not
7 receive complaint reimbursement from Defendant for the use of their personal phones in the
8 performance of their job duties.

9 Defendant disputes this allegation and contends that the Class Members were not
10 required to use their personal phones in the performance of their job duties and, in fact, were
11 issued a stipend for the use of the Sideline App. The estimated maximum liability assuming \$10
12 per month is \$468,500. Upon further review and evaluation of the facts and circumstances
13 surrounding this claim and taking into consideration that it would require individualized inquiries
14 into whether and to what extent Class Members used their personal phones, this claim was
15 valued in the range of from 1% to 0% violation rate and therefore between an estimated
16 maximum of \$4,685 and \$0.

17 e. Lab. Code § 226 Claim (failure to provide accurate itemized wage statements)

18 Under Lab. Code § 226(e), an employee suffering "injury as a result of a knowing and
19 intentional failure by an employer" to provide accurate wage statements is entitled to \$50 for the
20 initial violation and \$100 for each subsequent violation up to \$4,000. California Mentor denies
21 that it provided inaccurate wage statements. Further, California Mentor argues that, if any wage
22 statements were in fact inaccurate, they did not "knowingly and intentionally" fail to provide
23 accurate statements and that Plaintiff and the class did not suffer any "injury" from such
24 inaccurate wage statements.

25 Per information provided by Defendant, Plaintiff believes there were an estimated 352
26 Class Members working during the relevant time period. Thus, if a calculation is performed
27 using the maximum exposure permitted per Class Member under Labor Code section 226, this
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1 amounts to a maximum exposure for Defendant of \$1,408,000 (352 Class Members x \$4,000
2 penalties.) However, some of the Class Members working during the relevant time period may
3 have worked for only one pay period during the relevant time period and some may have worked
4 for tens of pay periods. For purposes of settlement negotiations, said claim was valued between
5 an estimated maximum of \$281,600 (20%) and \$0.

6 f. Failure to Time Pay Wages

7 With respect to Lab. Code §203 claim, there were an estimated total of 415 former Class
8 Members to whom this claim applied. The estimated maximum potential liability was
9 determined to be \$1,892,400 based on the following: The estimated average daily pay rate of
10 \$152 x 30 days= \$4,560 x 415 former Class Members = \$1,892,400.

11 Defendant once again defends that no unpaid wages are owed as Defendant did not fail to
12 pay the correct wages. Defendant further contends that its actions were not willful as required
13 for penalties to issue and that, thus, waiting time penalties cannot be awarded. For purposes of
14 settlement negotiations, said claim was valued between \$189,240 (10%) and \$94,620 (5%.)

15 g. Bus. & Prof. Code § 17200 Claim

16 The only remedies available under the unfair competition law (“UCL”) Business and
17 Professions Code Section 17200 et seq. are restitution and injunction, as opposed to damages
18 *Clark v. Superior Court*, (2010) 50 Cal. 4th 605, 610. The UCL provides that “[t]he court may
19 make such orders or judgments ... as may be necessary to restore to any person in interest any
20 money or property, real or personal, which may have been acquired by means of such unfair
21 competition.” (Bus. & Prof. Code, § 17203.) Restitution under the UCL includes “earned
22 wages.” *Cortez v. Purolator Air Filtration Prods. Co.*, (2000) 23 Cal. 4th 163, 177-78.

23 Restitution under the UCL is not available for all violations of the Labor Code. See
24 *Pineda v. Bank of Am., N.A.*, (2010) 50 Cal. 4th 1389, 1401-02. In *Pineda*, the California
25 Supreme Court held Labor Code § 203 is “not designed to compensate employees for work
26 performed [but] it is intended to encourage employers to pay final wages on time, and to punish
27 employers who fail to do so.” *Id.* Like Labor Code section 203, section 226 for wage statement
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1 violations is also intended to “punish” the employer and is not an action brought to recover
2 wages. *See. Gomez v. Jacobo Farm Labor Contractor, Inc.*, (2019) 334 FRD. 234, 267-268.

3 Here, Plaintiff’s UCL claim is solely premised on the failure to pay lawful wages and
4 premium wages claims discussed above. Class Counsel assigned a zero-dollar value to the UCL
5 claim because it does not provide any additional value in this Action other than to increase the
6 statute of limitations to four years for the underlying claims. Those claims are valued and
7 analyzed above based on the four-year statute of limitations provided by the UCL. However, the
8 UCL claim in and of itself does not provide any additional damages. Therefore, there is no
9 additional or separate monetary value that this statute provides based on the facts of this Action.

10 h. Lab. Code § 2699 (PAGA Claim)

11 Plaintiff’s claims under PAGA are primarily predicated on or derivative of the rest and
12 meal break claims. The estimate maximum PAGA penalty was calculated as \$1,618,3000. This
13 figure attributes a \$100 penalty to each of the estimated 16,183 pay periods in scope during the
14 PAGA period. The figure also assumes that there is a 100% violation rate during the PAGA
15 period, such that every single pay period in question involved at least one Labor Code violation,
16 despite disputes regarding Defendant’s liability. However, PAGA claims under the facts and
17 circumstance of this case may result in no award or at best a very minimal award by the trial
18 court. See specifically §2699(e)(2) which states in its pertinent part:

19 “... a court may award a lesser amount than the maximum civil penalty amount specified
20 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
21 result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

22 For instance, in *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a
23 federal court reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%,
24 because the court found maximum penalties "unjust" because the employees had suffered no
25 injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code
26 violations are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist.
27 Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County
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Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiffs would need to prove that each PAGA Aggrieved Employee suffered all violations for each pay period the employee worked. As discussed herein, the nature of the PAGA based claims (i.e. rest break, meal period, wage statement, failure to pay all wages owed and to timely pay wages) and Defendant's asserted defenses thereto present a risk that some or all of the PAGA penalties sought may not be awarded. Given the nature of these claims, as analyzed above, Class Counsel believes it to be likely that if there would be any award it would be a minimal amount. Therefore, the amount of \$30,000 (which has been reserved for the PAGA claim) is both fair and reasonable.

19. Through their counsel, Plaintiffs took into consideration the significant risks that class certification could be denied on the central claim, or that a merits decision on the central claim would not favor the Class. Plaintiffs have considered the expense and length of continued proceedings necessary to continue the Action against California Mentor. through trial and any possible appeals. Plaintiffs are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, California Mentor's defenses thereto, and the difficulties in establishing Plaintiff's damages.

20. The proposed Settlement requires Defendant to pay each Class Member who does not opt out a portion of the Net Settlement Amount as specifically set forth in the Settlement Agreement. The amount to be paid to the Class is undoubtedly fair, adequate and reasonable especially in light of the significant risk to Plaintiffs and Class Members in continuing with the litigation and not prevailing on class certification or at trial.

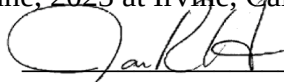
21. The Settlement Agreement provides for an award to be paid to the Class Representatives. The primary purpose is to provide Plaintiffs an enhancement payment, taking

1 into consideration the risks, time, effort and expenses incurred by him in coming forward to
2 provide invaluable information and negotiate and litigate this matter on behalf of all Class
3 Members. Plaintiffs has actively participated in this litigation by providing significant supporting
4 documents and information and assisting counsel in developing information necessary to litigate
5 and settle this case which has resulted in a favorable settlement for the putative Class Members.

6 22. Attached to the Settlement Agreement as Exhibit A is a true and correct copy of
7 the Court Approved Notice of Class Action Settlement (“Class Notice”)

8 23. Attached to the Settlement Agreement as Exhibit 2 is the Notice of Settlement
9 Award (collectively with the Class Notice, the “Notice Packet”).)

10 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
11 29th day of June, 2023 at Irvine, California.

12 _____

13 James R. Hawkins, Esq.
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EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Eva Rockwell (collectively “Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendant California Mentor Family Home Agency, LLC (“Defendant”) (Plaintiff and Defendant are referred to herein collectively as the “Parties” and may be referred to individually as a “Party”). Plaintiff and the Settlement Class are represented by James R. Hawkins, Isandra Fernandez, Lance Dacre, and Kacey E. Cook of James Hawkins APLC (“Class Counsel”). Defendant is represented by Daniel J. Coyle, Shaye Schrick, and Caroline M. Colangelo of Delfino Madden O’Malley Coyle & Koewler LLP.

This settlement resolves a lawsuit that was filed by Plaintiff against Defendant on May 5, 2021, in Shasta County Superior Court, in the matter entitled *Eva Rockwell v. California Mentor Family Home Agency, LLC et al.*, Case No. SCRDCVCV21-0197240-001 (the “Action”). The Action alleges claims for: (i) failure to pay lawful wages; (ii) meal period violations; (iii) rest period violations; (iv) unreimbursed expenses; (iv) sick pay violations; (v) failure to provide accurate itemized wage statements; (vi) waiting time penalties; (vii) unfair competition; and (viii) civil penalties under the Labor Code Private Attorneys General Act of 2004, California Labor section 2698 *et seq.* (“PAGA”).

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to certification of the following Settlement Class:

All current and former non-exempt employees employed by California Mentor Family Home Agency, LLC in California at any time from May 5, 2017 through December 20, 2022 (the “Class Period”), except during the time period(s) in which they held the positions of Mentor Recruiter, Mentor Recruiter, CA, or Mentor Recruiter, CA, or Mentor Recruitment Specialist (Job Codes 2750 and 2751).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Participating Class Member(s).** Members of the Settlement Class who do not submit a valid and timely Request for Exclusion.

3. **Aggrieved Employee(s).** Members of the Settlement Class who, regardless of whether they submit a Request for Exclusion, worked for Defendant at any time from May 4, 2020 through December 20, 2022 (“PAGA Period”).

4. **Releases by Settlement Class.** Plaintiff and all every member of the Settlement Class will fully release and discharge Defendant and all of its past and present parent companies, affiliates, controlling persons, subsidiaries, joint employers, directors, officers, members, shareholders and investors, agents, attorneys, employees, and benefit plans sponsored by any such entities (collectively the “Released Parties”), as follows:

- A. **Release of Non-PAGA Claims.** Plaintiff and all Participating Class Members shall release all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the Action, including claims for: (i) failure to pay lawful wages; (ii) meal period violations; (iii) rest period violations; (iv) unreimbursed expenses; (iv) sick pay violations; (v) failure to keep proper records; (vi) failure to provide accurate itemized wage statements; (vi) waiting time penalties; (vii) unfair competition; (viii) declaratory relief that could have been premised on the claims, causes of action or legal theories pled in the Action; and (ix) all damages, penalties, interest, costs (including attorneys’ fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged in the Action (collectively, the “Non-PAGA Released Claims”). The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the judgment will be the same as that of the Release.
- B. **Release of PAGA Claims.** In addition, Plaintiff and all Aggrieved Employees shall release all claims for civil penalties under PAGA (the “PAGA Released Claims”). The period of the Release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release.
- C. Collectively, the Non-PAGA Released Claims and PAGA Released Claims are referred to as the “Released Claims.”
- D. In light of her Class Representative Service Award, Plaintiff Eva Rockwell has agreed to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal law, state law, or local law against the Released Parties. Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, 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.

Specifically excluded from Plaintiff's Released Claims are any claims for workers' compensation benefits, which cannot be released as a matter of law.

5. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary maximum amount ("Maximum Settlement Amount") of Six Hundred Seventy-Five Thousand Dollars and No Cents (\$675,000.00) in full and complete settlement of this matter, as follows:

- A. The Parties have agreed to engage ILYM Group, Inc. as the "Settlement Administrator" to administer this Settlement.
- B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator into an interest-bearing settlement account for the benefit of the Settlement Class members, within ten (10) business days after Final Approval (which, for this purpose shall be defined as the date on which the Court enters an Order granting Final Approval) or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (1) the last date on which any appeal might be filed or (2) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Fifteen Thousand Dollars (\$15,000.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for Plaintiff's Class Representative Service Award, in recognition of Plaintiff's contributions to the Action, and her services to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this settlement, and it will remain binding;
 - (4) Up to one-third of the Maximum Settlement Amount (Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00)) in attorneys' fees, plus actual costs and expenses related to the Action as supported by declaration, which are not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00). In the event that the Court reduces or does not approve the requested attorneys' fees and costs, Plaintiff's counsel shall not have the right to revoke this settlement, and it will remain binding; and
 - (5) Seventy-Five Thousand Dollars and No Cents (\$75,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA

civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifty-Six Thousand Two Hundred Fifty Dollars and No Cents (\$56,250.00), will be payable to the Labor and Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

- D. Settlement Class members’ share of payroll taxes shall be paid from the Net Settlement Fund, defined below. Defendant’s share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Maximum Settlement Amount.

4. **Payments to the Settlement Class.** Members of the Settlement Class are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Service Award, the Settlement Administrator’s fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Fund” (“NSF”).
- B. To Each Participating Class Member. From the NSF, the Settlement Administrator will calculate each Participating Class Member’s Individual Settlement Payment based on each Participating Class Member’s proportionate pay periods worked during the Class Period by (a) dividing the NSF by the total number of Pay Periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by the number of Pay Periods worked by each Participating Class Member during the Class Period.
- C. To Each Aggrieved Employee. Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00) of the Maximum Settlement Amount has been designated as the “PAGA Amount” as described above. Each Aggrieved Employee, as defined herein, shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee’s gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.
- D. Within ten (10) calendar days following the deposit of the Maximum Settlement Amount with the Settlement Administrator by Defendant, the Settlement Administrator will calculate Individual Settlement Payment amounts, as well as the amount of the employer’s share of payroll taxes due on the wage portion of the Individual Settlement Payments, and provide the same to counsel for review

and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

- E. For purposes of calculating applicable taxes and withholdings for the Settlement Class members, each Individual Settlement Payment shall be allocated as follows: (1) for payments out of the NSF, thirty percent (30%) as wages, thirty percent (30%) as reimbursement, thirty percent (30%) as penalties, and ten percent (10%) as interest; and (2) for payments out of the PAGA Amount, one hundred percent (100%) as penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- F. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- G. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to a request for a total award of attorneys' fees of one-third of the Maximum Settlement Amount, which is currently estimated to be Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00), plus actual costs and expenses as supported by declaration, in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00). These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award allowed by the Court.

6. **Class Representative Service Award.** Defendant will not object to a request for Class Representative Service Award of up to Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) for her time and risks in prosecuting this case, for her services to the Settlement Class, and for her general release of claims. These awards will be in addition to Plaintiff's Individual Settlement Payments as Settlement Class members and shall be reported on an IRS Form 1099 by the Settlement Administrator.

7. **Settlement Administrator.** Defendant will not object to the appointment of ILYM Group, Inc. as Settlement Administrator nor to Class Counsel seeking permission to pay up to Fifteen Thousand Dollars (\$15,000.00) for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after checks have been mailed to all participating Settlement Class members. The Settlement Administrator shall also give notice of final judgment by posting the Final Judgment to its website.

8. **Preliminary Approval.** Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing James R. Hawkins, Isandra Fernandez and Lance Dacre, of James Hawkins APLC as Class Counsel;
- C. Appointing Eva Rockwell as Class Representative for the Settlement Class;
- D. Approving ILYM Group, Inc. as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Settlement Award, attached hereto as **Exhibits 1 and 2**, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, and social security numbers (in electronic format) of the members of the Settlement Class, including the dates of employment and the pay periods worked by each Settlement Class member while employed in a position covered by the Settlement Class definition during the Class Period.

- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member; (iv) provide its calculations to Counsel for approval; and (v) mail the Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. The Settlement Administrator shall use its best professional efforts, including performing a “skip trace,” to track any Settlement Class member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly, and in any event within three (3) business days of identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet.
- D. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member, (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) must be signed by the Settlement Class member; and (4) must be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement, except a Request for Exclusion form not containing a Settlement Class member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement (except for any amount due to him or her from the PAGA Amount, if applicable) and will not be bound by the terms of the Settlement (except for the PAGA release, if applicable) or have any right to object, appeal or comment thereon.

- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, who shall then promptly file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless an objection is filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing.
- E. Notice of Settlement Award/Disputes. Each Notice Packet mailed to a Settlement Class member shall contain a Notice of Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Payment, including the Settlement Class member's pay periods worked during the Class Period and/or PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. Settlement Class members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall

have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion or Objection or dispute. Notice Packets that are re-sent shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees, costs, Class Representative Service Award, and Settlement Administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Agreement shall operate or be construed as an admission of any liability by the Released Parties or that class certification is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Nondisclosure and Nonpublication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement among the parties contemplated herein, the fact of the Settlement Agreement, its terms or contents, and the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this action and the venue/case number of this action for such purposes.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at

the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Shaye Schrick, Delfino Madden O'Malley Coyle & Koewler LLP,
500 Capitol Mall, Suite 1550, Sacramento, California 95814,
sschrick@delfinomadden.com

if to Plaintiff: Isandra Fernandez, Lance Dacre, James Hawkins APLC, 9880
Research Drive, Suite 200, Irvine, CA 92618,
isandra@jameshawkinsaplc.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

[signatures on next page]

DATED: 5/17/2023

Defendant CALIFORNIA MENTOR FAMILY
HOME AGENCY, LLC

DocuSigned by:
By: Gina Martin
F3CEB4EAC3E4AC...

Its: GM

DATED: 5/5/2023

Plaintiff EVA ROCKWELL

DocuSigned by:
By: Eva Rockwell
237F84F3F422472...
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: 5/18/2023

DELFINO MADDEN O'MALLEY COYLE &
KOEHLER LLP

DocuSigned by:
By: Shaye Schnick
Shaye Schnick
Attorneys for Defendant

DATED: May 5, 2023

JAMES HAWKINS APLC

By: Isandra Fernandez
Isandra Fernandez
Lance Dacre
Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SHASTA

EVA ROCKWELL, on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

CALIFORNIA MENTOR FAMILY HOME
AGENCY, LLC, a Delaware Limited Liability
Company, and DOES 1 through 50, inclusive,

Defendants.

Case No. SCRDCVCV21-0197240-001

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former nonexempt employees employed by California Mentor Family Home Agency, LLC in California at any time from May 5, 2017 through December 20, 2022, except during the time period(s) in which they held the positions of Mentor Recruiter, Mentor Recruiter, CA, or Mentor Recruiter, CA, or Mentor Recruitment Specialist (Job Codes 2750 and 2751) (collectively referred to as “Settlement Class members”).

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Eva Rockwell v. California Mentor Family Home Agency, LLC et al.*, Case No. SCRDCVCV21-0197240-001 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant California Mentor Family Home Agency, LLC’s (“CA Mentor FHA”) records show that you were employed by CA Mentor FHA in California as a nonexempt employee at any time from May 5, 2017 through December 20, 2022 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Eva Rockwell (“Plaintiff”) brought this Action against CA Mentor FHA, seeking to assert claims on behalf of a class of current and former nonexempt employees who worked for CA Mentor FHA at any time from May 5, 2017 through December 20, 2022, except during the time period(s) in which they held the positions of Mentor Recruiter, Mentor Recruiter, CA, or Mentor Recruiter, CA, or Mentor Recruitment Specialist (Job Codes 2750 and 2751). Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Action alleges that CA Mentor FHA failed to pay Settlement Class members wages, failed to provide Settlement Class members all required meal and rest periods, failed to properly pay Settlement Class members for sick pay, failed to provide Settlement Class Members with accurate and complete wage statements, failed to timely pay all final wages at the time of separation of employment, failed to adequately reimburse Settlement Class members for all business expenditures, and as a result of the foregoing alleged violations, engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

CA Mentor FHA denies that it has done anything wrong. CA Mentor FHA denies that it owes Plaintiff or the Settlement Class members any wages, reimbursement, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of CA Mentor FHA, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. However, to avoid additional expense, inconvenience, and interference with its business operations, the parties have concluded that it is in its best interests of all, including Settlement Class members, to settle the Action on the terms summarized in this Notice. After CA Mentor FHA provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the Parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to CA Mentor FHA, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by CA Mentor FHA, your decision about whether to participate in the Settlement will not affect your employment. California law and CA Mentor FHA’s policies strictly prohibit unlawful retaliation. CA Mentor FHA will not take any adverse employment action against or otherwise retaliate or discriminate against any Settlement Class member because of the Settlement Class member’s decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiffs/Settlement Class members: JAMES HAWKINS APLC James R. Hawkins james@jameshawkinsaplc.com Isandra Fernandez isandra@jameshawkinsaplc.com Lance Dacre lance@jameshawkinsaplc.com 9880 Research Drive, Suite 200 Irvine, CA 92618 Tel: (949) 387-7200 Fax: (949) 387-6676 Jameshawkinsaplc.com	Attorneys for Defendant CA Mentor FHA: DELFINO MADDEN O’MALLEY COYLE & KOEWLER LLP Daniel J. Coyle dcoyle@delfinomadden.com Shaye Schrick sschrick@delfinomadden.com Caroline M. Colangelo ccolangelo@delfinomadden.com 500 Capitol Mall, Suite 1550 Sacramento, California 95814 Tel: (916) 661-5700 Fax: (916) 661-5701 delfinomadden.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former nonexempt employees who worked for CA Mentor FHA in California between May 5, 2017 and December 20, 2022, except during the time period(s) in which they held the positions of Mentor Recruiter, Mentor Recruiter, CA, or Mentor Recruiter, CA, or Mentor Recruitment Specialist (Job Codes 2750 and 2751). Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against CA Mentor FHA as described below.

CA Mentor FHA has agreed to pay Six Hundred Seventy-Five Thousand Dollars and No Cents (\$675,000.00) (the “Maximum Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, attorneys’ fees and expenses, Settlement Administration costs, PAGA civil penalties, and the Class Representative’s Service Award.

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to Fifteen Thousand Dollars and No Cents (\$15,000.00) from the Maximum Settlement Amount to pay the Settlement Administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is estimated to be Two Hundred Twenty-Five Thousand Dollars and No Cents (\$225,000.00), as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to Twenty Thousand Dollars and No Cents (\$20,000.00) for verified costs Class Counsel incurred in connection with the Action.

Service Awards to Class Representatives. Class Counsel will ask the Court to award the Class Representative a service award in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) to compensate her for her service and extra work provided on behalf of the Settlement Class members.

PAGA Payments. Seventy-Five Thousand Dollars and No Cents (\$75,000.00) has been allocated by the Parties to the settlement of Plaintiff’s claim on behalf of Settlement Class members under the PAGA. Seventy-five percent (75%) of this amount, or Fifty-Six Thousand Two Hundred Fifty Dollars and No Cents (\$56,250.00), will be paid to the California Labor & Workforce Development Agency (“LWDA”); the remaining twenty-five percent (25%), or Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00), will be payable to certain of the Settlement Class members as the “PAGA Amount” described below.

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts and PAGA payments above, the balance of the Maximum Settlement Amount will form the Net Settlement Fund (“NSF”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below) in proportion to the number of pay periods that he/she/they worked during the Class Period.

In addition to the NSF, Eighteen Thousand Seven Hundred Fifty Dollars and No Cents (\$18,750.00) of the Maximum Settlement Amount has been designated as the “PAGA Amount” and will be allocated to Settlement Class members who were employed by CA Mentor FHA at any time from May 4, 2020 through December 20, 2022 (the “PAGA Period”), including those who submit a timely and valid Request for Exclusion, in proportion to the number of pay periods that he/she/they worked during the PAGA Period.

The estimated individual payment amounts determined above are based on CA Mentor FHA’s records of your employment during the Class Period and/or PAGA Period and are presumed correct. If you dispute the accuracy of CA Mentor FHA’s records as to the number of pay periods you worked during the Class Period and/or PAGA Period, provide any documentation you have supporting such dispute no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Controller's Unclaimed Property Fund in the name of the Class Member.

Allocation and Taxes. Settlement Class members' share of payroll taxes shall be paid from the NSF. CA Mentor FHA's share of payroll taxes shall be paid by CA Mentor FHA separately from, and in addition to, the Maximum Settlement Amount. For tax purposes, each Individual Settlement Payment will be treated as follows: thirty percent (30%) as wages, thirty percent (30%) as reimbursement, thirty percent (30%) as penalties, and ten percent (10%) as interest. An IRS form W-2 will be issued for the amounts designated as wages, and an IRS Form 1099 will be issued for amounts designated as penalties and interest. Any payment from the PAGA Amount shall be treated as 100% penalties. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, CA Mentor FHA and its counsel, Plaintiffs and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will release CA Mentor FHA, and its past and present parent companies, affiliates, controlling persons, subsidiaries, directors, officers, members, shareholders and investors, agents, attorneys, employees, and benefit plans sponsored by any such entities (collectively, the "Released Parties") from all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the Action, including claims for: (i) failure to pay lawful wages; (ii) meal period violations; (iii) rest period violations; (iv) unreimbursed expenses; (v) sick pay violations; (vi) failure to keep proper records; (vii) failure to provide accurate itemized wage statements; (viii) waiting time penalties; (ix) unfair competition; (x) declaratory relief that could have been premised on the claims, causes of action or legal theories pled in the Action; and (xi) all damages, penalties, interest, costs (including attorneys' fees) and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged in the Action (collectively, the "Released Claims"). The period of the Release shall extend to the limits of the Class Period. The *res judicata* effect of the judgment will be the same as that of the Release. In addition, all Settlement Class members (whether or not they opt out) who worked for CA Mentor FHA in California at any point during the PAGA Period will release the Released Parties from all claims for civil penalties under the PAGA (the "PAGA Released Claims"). The period of the Release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of pay periods you worked during the Class Period and the proportionate number of pay periods you worked during the PAGA Period, as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card

postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for CA Mentor FHA during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections should be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 8 of the Shasta County Superior Court, located at 1500 Court St, Redding, CA 96001. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Eva Rockwell v. California Mentor Family Home Agency, LLC et al.*, Case No. SCRDCVCV21-0197240-001.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 8 of the Shasta County Superior Court, located at 1500 Court St, Redding, CA 96001. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Awards to the Class Representatives. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Shasta County Superior Court, located at 1500 Court St, Redding, CA 96001, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, CALIFORNIA MENTOR FHA, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

EXHIBIT 2

NOTICE OF ESTIMATED SETTLEMENT AWARD

EVA ROCKWELL V. CALIFORNIA MENTOR FAMILY HOME AGENCY, LLC.
SHASTA COUNTY SUPERIOR COURT CASE NO. SCRDCVCV21-0197240-001

Please complete, sign, date, and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Payment:

After deducting the Court-approved amounts and PAGA payments, the balance of the Maximum Settlement Amount will form the Net Settlement Fund ("NSF"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form) in proportion to the number of pay periods that you worked during the Class Period.

According to California Mentor Family Home Agency, LLC's ("Mentor's") records:

(a) you worked [redacted] pay periods between May 5, 2017 and December 20, 2022 for Mentor;

(b) you worked [redacted] pay periods between May 4, 2020, and December 20, 2022 for Mentor; and

Your Individual Class Payment is based on the proportionate number of pay periods you worked during the Class Period and during the PAGA Period and is estimated to be \$XXX.XX and \$XXX.XX, respectively. These amounts are estimates and are subject to change.

(V) If you disagree with items (a) and/or (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from Mentor's records, Mentor's records will control unless you are able to provide credible documentation that establishes otherwise and that Mentor's records are mistaken. If there is a dispute about whether Mentor's information or yours is accurate, and the dispute cannot be resolved informally, the dispute

will be resolved by the Parties and the Settlement Administrator as described in the “Notice of Pendency of Class Action and Proposed Settlement” that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.
DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR
WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.