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

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

Plaintiff,

vs.

G&R HEALTHCARE SERVICES,
LLC, a California limited liability
company; and DOES 1 through 100,
inclusive,

Defendant.

Case No. RG21113445

Honorable Noël Wise
Department 21

**DECLARATION OF ELIZABETH PARKER-
FAWLEY 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 (Sherie Picou); and [Proposed] Order
and Judgment filed concurrently herewith]

Reservation ID: 224175301767
Date: August 6, 2024
Time: 1:30 p.m.
Department: 21

Complaint Filed: September 20, 2021
Trial Date: None Set

DECLARATION OF ELIZABETH PARKER-FAWLEY

I, Elizabeth Parker-Fawley, 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 Sherie Picou ("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.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representatives and class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in dozens of employment-related putative class actions and representative actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial

Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. For over a decade, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County

Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 6 herein. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013), and she is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and she has handled this process in over three hundred (300) cases. Under her, Edwin Aiwasian and Arby Aiwasian, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the

California Employment Lawyers Association.

6. I am the Director of Legal Operations at Lawyers for Justice, PC. I earned my Bachelor of Arts in History at Chapman University in 2011 and my Juris Doctor from the UCLA School of Law in 2014. In December 2014, I obtained a license to practice law from the California State Bar. I am admitted to practice in all courts in the State of California, as well as the Central, Southern, Northern, and Eastern District Courts of California and the Ninth Circuit Court of Appeal. Since December 2014, I have worked at Lawyers for Justice, PC, and my practice has almost exclusively focused on the prosecution of employment class actions and representative actions, handling cases in all stages of litigation from initial pleadings to assisting with class action trial matters, attending mediations, and preparing class action settlements. Previously, I was in the role of Manager of Litigation, in which I oversaw approximately twenty-five attorneys working on hundreds of employment class actions and representative actions and provided internal training for our litigation practice group and post-bar law clerks. In my current role, I oversee the legal operations of the firm, review and advise attorneys on work product and practices, provide training, and supervise cases from their inception to final accounting. I am a member of the California Lawyers Association Labor & Employment Group and the California Employment Lawyers Association.

EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES

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

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

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC413498.

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

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

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

18 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a national wholesale distributor of
20 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
21 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
22 representative action settlement. The Sacramento County Superior Court Case Number is 34-
23 2012-00136285.

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

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 representative 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.

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.

27 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class and PAGA representative action against a manufacturer of food service

1 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
2 approval of the class and PAGA representative action settlement. The Orange County Superior
3 Court Case Number is 30-2015-00810013-CU-OE-CXC.

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

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

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

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

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

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

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC577233.

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

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

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

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

23 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a behavioral health service provider on behalf of non-exempt
25 employees. On November 13, 2018, the court granted final approval of the class and PAGA
26 representative action settlement. The Alameda County Superior Court Case Number is
27 RG16811450.

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

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

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

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

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

ii) Lfj, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed

1 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
2 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
3 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
4 approval of the PAGA representative action settlement. The San Diego County Superior Court
5 Case Number is 37-2016-00005578-CU-OE-CTL.

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

11 kk) Lfj, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a large national drug testing
13 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
14 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
15 granted final approval of the class and PAGA representative action settlement. The San Diego
16 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

23 mm) Lfj, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class action against manufacturer and supplier of power products and services on
25 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
26 motion for class certification and certified a class. On August 27, 2021, the court granted final
27 approval of the class action settlement. The San Diego County Superior Court Case Number is
28 37-2015-00025968-CU-OE-CTL.

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

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County Superior Court Case Number is CIVDS1507361.

THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as "EXHIBIT 1" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Sherie Picou ("Plaintiff"), individually, and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant G&R Healthcare Services, LLC ("Defendant"). Plaintiff and Defendant (together, 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 A" 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 and as Exhibit A to

the Settlement Agreement. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period between July 16, 2020 through July 24, 2023. As reflected in Section 3(b) of the Settlement Agreement, Defendant has represented that, there are approximately 207 Aggrieved Employees who have worked approximately 8,371 Compensable Pay Periods.

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 Defendant 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 July 16, 2021 (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is attached hereto as “EXHIBIT 2.”

11. Defendant has agreed to pay the total amount of \$600,000.00 (“Total Settlement Amount”), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. 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 \$240,000.00 for attorneys’ fees and up to \$20,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee in the amount of \$7,500.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$5,000.00 to the Settlement Administrator. Plaintiff’s Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$11,404.71 (i.e., \$8,525.29 less than the maximum amount allocated), and assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$336,095.29. 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 \$252,071.47 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$84,023.82 (“PAGA Group Payment”), 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 \$5,000.00 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.

13. In the course of litigation and after engaging in significant investigations, formal and informal discovery, and the exchange of information, data, and documents, the Parties participated in extensive settlement discussions and negotiations to try to resolve the lawsuit. In the course of mediation and settlement negotiations, the Parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, collective bargaining agreements, arbitration agreements/clauses, exemption, pre-emption, and wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of

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discovery and/or trial and appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.

14. On March 25, 2022, Plaintiff's Counsel propounded multiple sets of formal written discovery requests onto Defendant, specifically, Form Interrogatories – General (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Sets One and Two). On May 20, 2022, Defendant served its responses to Plaintiff's discovery. Thereafter, the Parties agreed to participate in private mediation and to stay formal discovery until after mediation.

15. On March 20, 2023 the Parties participated in a full-day mediation conducted by Jeffery Krivis, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Although the Action did not settle at the March 20, 2023 mediation, the Parties continued negotiations with the aid of the mediator, and after the issuance of the mediator's proposal, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety.

16. On March 30, 2023, Plaintiff resumed litigation efforts including meeting and conferring with Defendant on Plaintiff's previously propounded discovery and propounding additional discovery onto Defendant, including Plaintiff's Form Interrogatories – General (Set Two), Special Interrogatories (Set Three), Requests for Admission (Set One), Request for Production of Documents (Set Two), Notice of Deposition of Defendant's Person Most Knowledgeable and Request for Production of Documents, and Demand for Site Inspection of Crown Bay Nursing & Rehabilitation Center per Cal. Civ. P. § 2031.010(d).

17. Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation, formal and informal discovery, and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and was not limited to, the employment

records of Plaintiff, a sampling of aggrieved employee time and pay data, Defendant's Employee Handbook, various agreements and acknowledgments (including, *inter alia*, Mutual Arbitration Agreements, Collective Bargaining Agreement, Acknowledgment of Meal and Rest Period Policies, and Meal Period Waivers for Certain Shifts), and Defendant's operations and employment practices, policies, and procedures documents (such as, Defendant's job descriptions, Attendance and Overtime Policy, Recording of Time Worked policy, and Personal Appearance policy), among other documents. As such, counsel for the Parties undertook significant litigation, and invested time conducting investigation and reviewing and analyzing relevant information, documents, and data to evaluate the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, mediation, and settlement, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers, briefs for settlement negotiations and mediation, and the settlement agreement; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the Parties have also invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims and allegations, and Defendant's defenses, as well as facts discovered.

18. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.

19. Plaintiff and Plaintiff's Counsel have considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the

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

8 20. From the inception of this litigation, Defendant indicated that it would
9 aggressively litigate this case and contended that it would ultimately succeed in the action.
10 Defendant 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, Defendant maintained, and continues to maintain, that it did not engage in a uniform
13 policy and systematic scheme of wage abuse against its hourly-paid or non-exempt employees,
14 and that it had, and continues to have, legally compliant employment policies and practices
15 throughout the time period at issue. Defendant denies that it ever violated any provision of the
16 California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is
17 appropriate for representative adjudication for any purpose other than the Settlement.

18 21. Importantly, Defendant also contended that the claims of Plaintiff and other
19 Aggrieved Employees are subject to enforceable collective bargaining agreements that included
20 grievance and arbitration procedures. Defendant contended that, taken together, these
21 agreements would have claim preclusive impact, or otherwise, could effectively be used to
22 require Aggrieved Employees to engage in individual arbitration of their individual claims on
23 which the PAGA claim is predicated. Although the Parties disagree regarding the impact of the
24 collective bargaining agreements applicable to the workforce at issue in this case, 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*. The California Supreme
27 Court recently confirmed that PAGA representative claims are viable and can continue to be
28 prosecuted in *Adolph v. Uber Technologies*. However, the decision by the California Supreme

Court in *Adolph v. Uber Technologies* suggests, and it is still possible that, trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion could apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff loses standing to pursue non-individual PAGA claims. It should be noted that at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

22. Even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendant's other employees, with respect to whom Plaintiff seek civil penalties, were aggrieved. Aside from challenges relating to standing, Defendant would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued that the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that trial courts are unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

23. Counsel for the Parties invested time reviewing, analyzing, and considering relevant information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant, and this information made it possible to calculate the potential value and strength of the PAGA claim. Accordingly, the Parties have conducted adequate investigation and review of information to be sufficiently apprised of the nature and extent of the

PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have also considered the settlement negotiations and the recommendations of the mediator, Jeffery Krivis, Esq., who is a well-respected mediator. 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, the facts and circumstances of the case, and the uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration proceedings, and/or upon appeal.

24. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$240,000.00, which represents approximately 40% of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreements entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least 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 in the case; (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.

25. 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 simple lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **334.50 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. Also, separate from

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

26. The work performed in this particular case, the background of Lawyers for Justice, PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$800 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$800 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

27. Plaintiff's Counsel seeks reimbursement of \$11,404.71 for litigation costs and expenses incurred in this case as reflected in the Case Cost Detail attached hereto as "EXHIBIT 4." These costs and expenses were reasonable and necessary in the prosecution of this matter

and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount (\$20,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of \$8,595.29 will be part of the Net Settlement Amount. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this case.

GENERAL RELEASE FEE TO PLAINTIFF

28. In recognition of her efforts and work in spearheading the litigation of this matter, as well as for her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the amount of \$7,500.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in representative capacities. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee.

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

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

8 Executed this 15th day of July 2024, at Glendale, California.

9 

10 _____
Elizabeth Parker-Fawley

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 Sherie Picou (“Plaintiff”), for herself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(6) below) and G&R Healthcare Services, LLC (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, 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 Defendant. Plaintiff was employed by Defendant from approximately May 2019 to approximately April 2020;

(b) On July 16, 2021, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders, 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-838318-21 (the “PAGA Notice”);

(c) On July 27, 2021, Plaintiff filed her Complaint for individual and putative class action relief against Defendant and G&R Alameda Healthcare Services, LLC, entitled *Sherie Picou v. G&R Healthcare Services, LLC, et al.*, Alameda Superior Court Case No. RG21106638 (“Individual Complaint”). The Complaint asserts several causes of action for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, and was subsequently compelled to arbitration on an individual basis;

(d) On September 20, 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 Defendant, entitled *Sherie Picou v. G&R Healthcare Services, LLC*, Alameda Superior Court Case No. RG2113445 (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 20, 2023, the Parties mediated the Action with Jeffrey Krivis, Esq. Although the Action did not settle at the March 20, 2023 mediation, the Parties continued negotiations with the aid of the mediator, and, after the issuance of a mediator’s proposal, 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 Individual Complaint, the Action or the PAGA Notice but, in order to avoid additional cost and the

uncertainty of litigation, the Parties desire to resolve the Individual Complaint, the Action and Released Claims (as defined in Section 8(a) below).

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

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) The Total Settlement Amount will be paid in two (2) installments: (1) the first installment of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) will be paid thirty (30) days after approval of the settlement by the Court, and (2) the second installment of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) will be paid sixty (60) days after the first installment.

(2) Attorneys' fees in the amount of forty percent (40%) of the Total Settlement Amount, which is Two Hundred Forty Thousand Dollars and Zero Cents (\$240,000.00) if the Total Settlement Amount remains \$600,000.00, and reimbursement of litigation costs and expenses in the amount of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(3) A general release fee of up to the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) ("General Release Fee") to Plaintiff, which Defendant will not contest.

(4) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) ("Settlement Administration Costs") to Simpluris, Inc. (the "PAGA Settlement Administrator").

(5) The amounts stated in Sections 3(a)(2) – 3(a)(4) 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."

(6) 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 all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period July 16, 2020 through July 24, 2023 is the "PAGA Period" (unless modified by Section 3(b) below). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) The Aggrieved Employees are estimated to consist of approximately 207 individuals who worked approximately 8,371 Compensable Pay Periods. If

the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 8,371, the Defendant will have the option to (1) increase the Total Settlement Amount by the percentage that the actual number exceeds 9,208 Compensable Pay Periods, or (2) end the PAGA Period on the day that the Compensable Pay Periods reaches 9,208.

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

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

(b) Upon complete distribution of the 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 Jesse Caryl of Bent Caryl & Kroll, LLP ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the

papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

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

(e) Following approval of the Settlement Agreement and receipt of the Total Settlement Amount by the PAGA Settlement Administrator, Plaintiff shall file a dismissal with prejudice as to the Individual Complaint within seven (7) days.

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

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) days after approval of the settlement by the Court for the first installment, and within sixty (60) days after the first installment for the second installment. If the date by which payment by Defendant 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. Defendant shall provide a declaration, which counsel for Plaintiff will file with the Court in support of the Motion for Approval of the Settlement. Said declaration shall contain sufficient information for the Court to conclude Defendant's inability to fund the settlement without the proposed payment plan.

(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 between July 16, 2020 through July 24, 2023 (or an earlier date if elected pursuant to Section 3(b) above) ("Compensable Pay Periods"), based on Defendant's payroll records which will be calculated by the PAGA Settlement Administrator by taking the Employees' Portion of the Net Settlement Amount and dividing it by the total pay periods to be determined in accordance with Section 3(b) to determine the pro rata pay period share available to each Aggrieved Employee. 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, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; 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, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and 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 ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

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

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and 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 fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and 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 Defendant, including Defendant's parent corporation, affiliates (including G&R Alameda Healthcare Services, LLC), 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, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders, 4-2001 and 5-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the 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 Defendant 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 Jeffrey Krivis, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

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

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

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

Date: April 29, 2024

Electronically Signed:  2024-04-29 21:31:50 UTC - 216.221.25.48
VeriSign AssureSign® 204/KC28-2651-4010-5546-b1500319997

Sherie Picou
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

G&R HEALTHCARE SERVICES, LLC

Date: June 20, 2024

Brad Gibson
Brad Gibson (Jun 27, 2024 10:01 PDT)

Name: Brad Gibson
Title: COO

Approved as to form.

LAWYERS *FOR* JUSTICE, PC

Date: _____, 2024

Arby Aiwazian
Joanna Ghosh
Elizabeth Parker-Fawley
Attorneys for Plaintiff Sherie Picou

BEN CARYL & KROLL, LLP

Date: June 20 _____, 2024

Jesse M. Caryl
Jesse Caryl
Attorneys for Defendant G&R Healthcare Services,
LLC

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Sherie Picou v. G&R Healthcare Services, LLC*, Alameda Superior Court Case No. RG21113445

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 *Sherie Picou v. G&R Healthcare Services, LLC*, Alameda Superior Court Case No. RG21113445 ("Action").

The lawsuit was filed on September 20, 2021 by Sherie Picou ("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 section 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, July 16, 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 Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders, 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-838318-21 (the "PAGA Notice").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendant G&R Healthcare Services, LLC ("Defendant").

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 employees who worked for Defendant in the State of California during the period of July 16, 2020 through July 24, 2023 ("Aggrieved Employees"). The period July 16, 2020 through July 24, 2023 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 Defendant 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>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, affiliates (including G&R Alameda Healthcare Services, LLC), 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, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders, 4-2001 and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled 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.

EXHIBIT A – COVER LETTER

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's 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

July 16, 2021

BY ONLINE SUBMISSION

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

Re: G&R HEALTHCARE SERVICES, LLC

Dear Representative:

We have been retained to represent Sherie Picou against G&R Healthcare Services, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "G&R Healthcare Services") for violations of California wage-and-hour laws. Ms. Picou 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. Picou 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.

G&R Healthcare Services employed Ms. Picou as an hourly-paid, non-exempt employee from approximately May 2019 to approximately April 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. Picou may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

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

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

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

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

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

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

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

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, G&R Healthcare Services did not provide Ms. Picou 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, G&R Healthcare Services failed to pay Ms. Picou 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. Picou 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, G&R Healthcare Services failed to pay Ms. Picou and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Picou 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. Picou and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by G&R Healthcare Services.

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

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

With kind regards,

A handwritten signature in cursive script, appearing to read "Edwin Aiwanian".

Edwin Aiwanian, Esq.

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

G&R Healthcare Services, LLC
508 Westline Dr.
Alameda, CA 94501

G&R Healthcare Services, LLC
c/o Jesse M. Caryl
BENT CARYL & KROLL LLP
Attorney
6300 Wilshire Blvd., Suite 1415
Los Angeles, CA 90048

EXHIBIT 3

PICOU V. G&R HEALTHCARE SERVICES, LLC, ET AL.
(ALAMEDA SUPERIOR COURT CASE NO. RG21113445)
ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Notice Investigation of the Merits of the Private Attorneys General Act (“PAGA”) Claim on Behalf of the State of California With Respect to Plaintiff Sherie Picou’s (“Plaintiff”) Claims and the Aggrieved Employees	7.3
Pre-Notice Investigation of Potential Civil Penalties Exposure of Defendant G&R Healthcare Services, LLC (“Defendant”) with Respect to Plaintiff and the Aggrieved Employees	4.1
Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, Arbitration, and Representative PAGA Decisions in California, Including all New Relevant DLSE Materials	6.3
Investigation of Defendant, Defendant’s Business Relationships, and the Industry in which Defendant Operates	3.9
Investigation of Defendant’s Organizational and Corporate Structure, and Executive Reporting Structure as It Related to the Employment and Management of the Aggrieved Employees	3.6
Investigation of Defendant’s Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	2.1

Analysis of Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	3.6
Research and Investigation Re: Locations Owned, Managed or Operated by Defendant in California, Including Differences Between the Various Locations to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	3.2
Research and Investigation Re: Staffing Models and Staffing Levels at Defendant's Locations in California	4.8
Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Timekeeping, Meal/Rest Breaks, Overtime Compensation, Non-Discretionary Bonus/Incentive Pay, Regular Rate Calculation, Meal Period Waivers, Uniforms, Use of Personal Cell Phones and Personal Vehicles, and Reimbursement of Business-Related Expenses	18.4
Research and Investigation Re: Various Software Programs Defendant Uses to Conduct Everyday Business, Including Timekeeping Software, Patient Care Management Software, and Communication Software, 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	2.3
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	7.2
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	3.1
Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	1.0

Review and Analysis of Defendant's Written Policies, Practices, and Procedures and Related Documents Regarding Timekeeping, Compensation, Scheduling, and Wage-and-Hour Compliance	6.3
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	7.8
Meet and Communicate with Plaintiff Sherie Picou Throughout the Pendency of the Case	22.0
Meet and Communicate with Aggrieved Employees and Conduct Interviews	6.0
Pleadings and Court Filings	
Research and 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 Claims Involved (filed on September 20, 2021), and Legal Research and Analysis of All Allegations Involved	7.4
Review Court's Notice of Assignment of Judge for All Purposes (filed September 28, 2021)	0.3
Draft Plaintiff's Notice of Posting of Jury Fees (filed November 5, 2021)	0.1
Review and Analyze Defendant's Answer to Plaintiff's Complaint for Damages (served on November 22, 2021), and Research Affirmative Defenses in Answer	1.2
Meet and Confer with Defense Counsel, and Draft Plaintiff's Case Management Statement (filed on January 27, 2022)	1.3
Review Defendant's Case Management Statement (served on January 28, 2022)	0.2
Review Tentative Ruling (published February 10, 2022)	0.3

Review Court's Minute Order re Initial Case Management Conference (issued February 10, 2022)	0.1
Draft Plaintiff's Notice of Related Case (filed on February 23, 2022)	0.3
Review Notice of Case Reassignment (filed on May 5, 2022)	0.2
Review Notice of Case Rescheduling or Relocation (filed on May 26, 2022)	0.1
Review Notice of Case Rescheduling or Relocation (filed on May 26, 2022)	0.1
Review Notice of Case Rescheduling or Relocation (filed on May 26, 2022)	0.1
Meet and Confer with Defense Counsel, and Draft Plaintiff's Case Management Statement (filed on July 27, 2022)	1.1
Review Defendant's Case Management Statement (served on July 28, 2022)	0.2
Meet and Confer with Defense Counsel, and Draft and/or Revise Joint Stipulation and [Proposed] Order to Continue Trial and Related Dates (filed on August 5, 2022)	3.2
Draft Plaintiff's Notice of Entry of Judgment/Dismissal/Other Order (filed on August 9, 2022)	0.2
Draft Plaintiff Sherie Picou's Notice of Mandatory Settlement Conference Set for June 8, 2023 (filed on August 10, 2022)	0.2
Review Tentative Ruling (published on August 15, 2022)	0.1
Review Minute Order re Case Management Conference (issued on August 16, 2022)	0.1

Meet and Confer with Defense Counsel, and Draft and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed Order] (filed on January 4, 2023)	1.2
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on January 13, 2023)	0.1
Meet and Confer with Defense Counsel, and Draft and/or Revise Joint Stipulation to Vacate Trial and All Trial Related Hearings; [Proposed] Order (filed on May 1, 2023)	0.8
Meet and Confer with Defense Counsel, and Draft and/or Revise Joint Case Management Conference Statement and Notice of Settlement (filed on May 1, 2023)	0.5
Review Order on Joint Stipulation to Vacate Trial and All Trial Related Hearings (filed on May 2, 2023)	0.3
Meet and Confer with Defense Counsel, and Draft and/or Revise Joint Compliance Regarding Dismissal Statement (filed on September 11, 2023)	0.5
Review Notice of Case Rescheduling or Relocation (filed on September 15, 2023)	0.2
Review Notice of Case Reassignment (filed on September 21, 2023)	0.3
Meet and Confer with Defense Counsel, and Draft and/or Revise Joint Compliance Regarding Dismissal Statement (filed on December 15, 2023)	0.5
Review Tentative Ruling (published December 20, 2023)	0.1
Review Minute Order re: Compliance Hearing re: Dismissal (filed on December 21, 2023)	0.1
Review Notice of Case Reassignment (filed on February 9, 2024)	0.4
Meet and Confer with Defense Counsel, and Draft and/or Revise Joint Compliance Regarding Dismissal Statement (filed on March 18, 2024)	0.5

Review Tentative Ruling (published on March 25, 2024)	0.1
Review Order re: Compliance Hearing re: Dismissal (filed on March 25, 2024)	0.1
Meet and Confer with Defense Counsel, and Draft and/or Revise Joint Stipulation to Continue Hearing on Motion for Approval of PAGA Settlement and Case Management Conference and Proposed Order thereon (submitted on June 13, 2024)	0.8
Review Court's Order on Joint Stipulation to Continue Hearing on Motion for Approval of PAGA Settlement and Case Management Conference (filed on June 17, 2024)	0.2
Appearances	
Prepare for and Remotely Attend Compliance Hearing Re: Dismissal (March 25, 2024)	1.0
Prepare for and Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, General Release Fee, and Settlement Administration Costs (August 6, 2024) (Anticipated)	2.0
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Sherie Picou (served on December 22, 2020)	1.9
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Sherie Picou (served on February 3, 2021)	3.5
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Request for Production of Documents (Set One) to Defendants (served on March 25, 2022)	6.4

Review and Analyze Defendant's Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Request for Production of Documents (Set One) to Defendant (served on May 20, 2022)	7.8
Review and Analyze Documents Produced by Defendant (served on May 20, 2022)	3.2
Draft Plaintiff's Form Interrogatories – General (Set Two), Special Interrogatories (Set Three), Requests for Admission (Set One), and Request for Production of Documents (Set Two)(served on March 30, 2023)	5.0
Draft Plaintiff's Notice of Deposition of Defendant's Person Most Knowledgeable and Request for Production of Documents (May 2, 2023)	1.5
Draft Plaintiff's Demand for Site Inspection of Crown Bay Nursing & Rehabilitation Center Per Cal. Civ. P. § 2031.010(d)(May 1, 2023)	2.5
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Sherie Picou for Penalties Under California Labor Code section 2698, <i>et seq.</i> ("PAGA") (served on July 16, 2021)	4.5
Meet with, Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	24.0
Mediation/Settlement	
Review and Analyze Pre-Mediation Documents Produced by Defendant and Prepare Valuation Models, Including, Inter Alia, 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	42.0

Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted on August 21, 2018)	33.3
Attend Mediation Session (March 20, 2023; Zoom)	12
Review, Revise, Negotiate, and Finalize Joint Stipulation of Private Attorneys General Act (Cal. Lab. Code § 2698, <i>Et Seq.</i>) Settlement and Release (fully executed on June 20, 2024)	22.0
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, Litigation Costs, General Release Fee, and Settlement Administration Costs, Declaration of Elizabeth Parker-Fawley in Support Thereof, Declaration of Sherie Picou in Support Thereof, and [Proposed] Order and Judgment (filed on July 15, 2024) (Anticipated)	25.4
Total Hours:	334.50

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Picou vs. G and R Healthcare Services, LLC (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
7/16/2021	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
7/16/2021	U.S. Postmaster	Postage	\$15.00
9/20/2021	Legal Document Server, Inc.	Attorney Service	\$168.49
9/21/2021	Alameda Superior Court	Complaint Filing Fee	\$435.00
11/5/2021	Legal Document Server, Inc.	Attorney Service	\$25.33
11/5/2021	Alameda Superior Court	Jury Fee	\$150.00
1/27/2022	Legal Document Server, Inc.	Attorney Service	\$17.95
2/24/2022	Legal Document Server, Inc.	Attorney Service	\$17.95
7/8/2022	First Mediation Corporation	Mediation Fee	\$10,000.00
7/22/2022	Legal Document Server, Inc.	Attorney Service	\$18.70
7/28/2022	Legal Document Server, Inc.	Attorney Service	\$18.70
8/2/2022	Legal Document Server, Inc.	Attorney Service	\$22.75
8/2/2022	Alameda Superior Court	Motion Fee	\$60.00
8/3/2022	Legal Document Server, Inc.	Attorney Service	\$150.00
8/9/2022	Legal Document Server, Inc.	Attorney Service	\$18.70
8/10/2022	Legal Document Server, Inc.	Attorney Service	\$11.75
8/10/2022	Legal Document Server, Inc.	Attorney Service	\$18.70
1/5/2023	Legal Document Server, Inc.	Attorney Service	\$20.05
1/5/2023	Alameda Superior Court	Stipulation & Order Fee	\$20.00
1/13/2023	Legal Document Server, Inc.	Attorney Service	\$18.70
5/1/2023	Legal Document Server, Inc.	Attorney Service	\$20.29
5/1/2023	Alameda Superior Court	Stipulation & Order Fee	\$20.00
9/12/2023	Legal Document Server, Inc.	Attorney Service	\$18.90
12/15/2023	Legal Document Server, Inc.	Attorney Service	\$11.95
12/18/2023	Legal Document Server, Inc.	Attorney Service	\$18.90
3/19/2024	Legal Document Server, Inc.	Attorney Service	\$18.90
3/25/2024	Alameda Superior Court	Document Download Fee	\$4.00
5/1/2024	Alameda Superior Court	Document Download Fee	\$9.00
Total:			<u>\$11,404.71</u>