

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709
Tel.: (909) 521-9609 / Fax: (909) 393-0471
Email: Janelle@JanelleCarneyLaw.com

Manny Starr (319778)
Manny@frontierlawcenter.com
Adam Rose, Esq. (Bar No. 210880)
ada@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433/ Facsimile: (818) 914-3433

Attorneys for Plaintiff, Lupe Morales

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Zachary D. Greenberg (SBN 237697)
zgreenberg@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988/ Facsimile: (213) 381-9989

Attorneys for Plaintiffs, Erika Muniz and Blanca Navarro

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

Coordination Proceeding
Special Title (Rule 3.550)

**SUNSHINE RETIREMENT WAGE AND
HOUR CASES**

) JCCP No. 5247
) Hon. Lauri A. Damrell
) Dept. 28
)
) **DECLARATION OF JANELLE**
) **CARNEY IN SUPPORT OF**
) **PLAINTIFF'S MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION AND**
) **PAGA SETTLEMENT AND MOTION**
) **FOR ATTORNEYS' FEES, COSTS, AND**
) **CLASS REPRESENTATIVE**
) **ENHANCEMENTS**
)
) Date: January 19, 2024
) Time: 9:00 a.m.
) Dept.: 28
) Action filed: September 22, 2021

**DECLARATION OF JANELLE CARNEY IN SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

DECLARATION OF JANELLE CARNEY

1. I am an attorney duly licensed to practice law before all courts in the State of California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am counsel of record herein and I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify herein. I have participated in all aspects of the present litigation, including reviewing and drafting various pleadings, discovery, and preparing for mediation.

2. On or about November 1, 2023, the Honorable Lauri A. Damrell entered an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. A true and correct copy of the Order is attached hereto as **Exhibit 1**. The Preliminary Order conditionally certified the Class for settlement purposes only, approved the Notice of Class Action Settlement, appointed the class representative, designated class counsel, appointed ILYM Group, Inc. ("ILYM") as the Settlement Administrator, and set timelines for the claims and settlement procedure.

4. This motion seeks final approval of the **\$940,000.00** settlement on a gross non-reversionary basis. The lawsuit proceeded on behalf of the following classes:

"All current and former non-exempt hourly individuals employed by Defendants at any time from September 27, 2017, until the date of preliminary approval or sixty (60) days after the agreement is signed, whichever is earlier, at any of the Defendant's California facilities."

There are 1,159 class members as of the date of this declaration, as one individual has opted out. There have been no objections received to date.

5. Class Counsel is experienced and qualified to evaluate the class claims and viability of the defenses, as demonstrated in my Declaration filed in support of Preliminary Approval filed on September 13, 2023. This settlement is fair, adequate and reasonable and in the best interests of the Class. Notice was sent to 1,160 Class Members, and there has only been one (1) opt-out from the class. According to ILYM, the average settlement share for the entire class is approximately **\$831.86**. A declaration by ILYM Group, Inc. will be filed after the opt-out period closes and prior to the January 19, 2024, hearing. I believe that the collective attorney fee of \$313,333.33 or 33.33% of the total settlement of this case for Plaintiffs' Counsel is fair and reasonable, as detailed

1 in the accompanying motion as well as the declarations filed by counsel herein.

2 6. Pursuant to the Class Action and PAGA Settlement Agreement (“Settlement
3 Agreement”), the Parties have agreed, subject to and contingent upon approval of this Court, that
4 the case be settled and compromised for the **non-reversionary** sum of \$940,000.00. The proposed
5 Settlement includes, subject to Court approval (a) attorneys' fees of \$313,333.33 (33.33% of the
6 common fund), (b) litigation costs of up to \$25,000.00 (c) Class Representative enhancement
7 payment of \$10,000 each for Lupe Morales, Erika Muniz, and Blanca Navarro, and (d) claims
8 administration expenses of up to \$22,000.00. The total cost for ILYM Group, Inc. (“ILYM”), for
9 the administration of this Settlement, including fees incurred for completion of the administration
10 are \$20,031.10.

11 7. Payment in the sum of \$37,500.00, will be made to the California Labor and
12 Workforce Development Agency ("LWDA") out of the \$25,000.00 allocated as the PAGA portion
13 of the Settlement, pursuant to the Settlement Agreement. The LWDA was served with Plaintiff's
14 Preliminary Approval papers. This Court's Preliminary Approval Order was uploaded on or about
15 November 3, 2023. True and correct copies of the confirmation of submission to LWDA are
16 collectively attached hereto as **Exhibit 2**. The LWDA has not objected to the amount allocated for
17 PAGA.

18 8. The settlement reached is fair and reasonable. The work of Plaintiff and Class
19 Counsel has achieved a Settlement Agreement that delivers a Total Settlement Amount of
20 \$940,000.00 to a class of 1,159 current and former non-exempt hourly individuals employed by
21 Defendants in California at any time from September 27, 2017, through November 1, 2023. The
22 entirety of the Gross Settlement Fund, \$940,000.00 will be paid out. There is **no reversion** to
23 Defendant. As of the date of filing this declaration, there have been **no objectors** and only one (1)
24 **opt-out** request received. I believe that attorney fees of 33.33% of the total settlement of this case,
25 for Plaintiffs' Counsel is fair and reasonable. I also believe that the enhancement request of
26 \$10,000.00 each for Lupe Morales, Erika Muniz, and Blanca Navarro, the class representative
27 Plaintiffs, is fair and reasonable in light of their work and dedication to this case, as detailed in their
28 declarations filed in support of preliminary approval on September 13, 2023.

1 9. I am very familiar with the contingent fee market throughout California, particularly
2 as it pertains to complex employment, wage and hour, and class action litigation. On behalf of
3 LOJA and now my firm, I have negotiated numerous contingency fee agreements with Plaintiffs
4 both as an individual and as a representative in class action suits. Many of those agreements
5 provide that counsel will receive a fee that is between 33-45% of any recovery that is obtained, and,
6 in addition, that counsel be reimbursed for the costs they incurred out of a recovery amount. The
7 individual Plaintiff in this action signed a contingency fee agreement with Plaintiff's counsel's
8 firms, which stated that counsel would be able to earn a fee of up to 35% of any recovery. In
9 addition, the Court preliminarily approved our reasonable hourly rate of \$850/hr. for Janelle
10 Carney of JCAL, \$650.00 for Manny Starr and \$800 for Adam Rose of Frontier Law Center, \$800
11 for Christina Le, \$450 for Zachary D. Greenberg, and \$1,500.00 for Justin Marquez of Wilshire
12 Law Firm.(See Decls of Rose and Marquez filed concurrently herewith)

13 These are typical and standard rates in employment related contingency agreements in the
14 Los Angeles, Riverside, San Bernardino, Orange County, San Diego, and throughout California. In
15 my opinion, the Plaintiffs in this complex wage and hour case could not have retained competent
16 counsel in California, particularly with the considerable skill and expertise of these firms for any
17 amount significantly less than the contingency fee percentage provided in these retainer
18 agreements. As the Court is well aware, Plaintiff's Counsel have never been paid any money for
19 attorneys' fee on this case and has advanced all costs before there is any payout. The work on this
20 matter began over two (2) years ago and based on the settlement agreement, won't pay out until
21 approximately January 2025.

22 **COMMUNICATION WITH ILYM GROUP, INC.**

23 13. I have personally corresponded and will continue to correspond ILYM Group, Inc.
24 through the final distribution time. It is my customary practice to correspond with the Settlement
25 Administrator to 1) obtain the most current claims administrator status on mailing, 2) confirm
26 receipt of the Notice, and 3) confirm class member eligibility and settlement share. Class Counsel,
27 through their own efforts, the efforts of their immediate staff, and the Settlement Administrator
28 have made and will continue to make every effort to ensure that each and every class member has

1 received Notice via the most direct and cost-effective manner possible.

2 14. The work of Plaintiffs and Class Counsel has achieved a Settlement Agreement that
3 delivers a Total Settlement Amount of \$940,000.00 to a class of up to 1,159 individuals.

4 **100% of the Gross Settlement Fund will be paid. As of the date of this declaration, there**
5 **have been zero (0) objections to the settlement and only one (1) opt-out request.** The average
6 settlement share for the entire class is **\$831.86**. ILYM will confirm these figures after the opt-out
7 period expires.

8 **PRELIMINARY APPROVAL ORDER & COSTS**

9 15. Attorneys' fees and costs are being requested as preliminarily approved by the Court
10 and costs for claims administration. To date, Plaintiffs have incurred costs from three (3) law firms
11 in the amount of \$23,567.09, not including the cost to file this motion or the final approval motion.
12 I anticipate based on the filing costs previously incurred that I will incur another \$750.00 in filing
13 costs (including the costs of this motion) through filing the final declaration regarding payment to
14 the class and compliance with the Court's order. The parties agreed to a cap on litigation costs of
15 \$25,000.00. As such, Plaintiffs' counsel agrees to seek only \$25,000.00 in litigation costs. A true
16 and correct copy of JCAL's cost bill dated December 22, 2023, updated from the prior cost bill
17 filed at Preliminary Approval, is attached hereto as **Exhibit 3**. The cost bill does not include the
18 cost of filing these two motions. The cost bill of the Frontier Law Center is attached to the
19 Declaration of Manny Starr filed with Preliminary approval and has not increased.(\$4,971.37) The
20 cost bill for Wilshire Law Firm is attached to the Declaration of Justin Marquez in the amount of
\$13,310.98 filed concurrently herewith.

21 16. I have reviewed JCAL's costs as itemized in **Exhibit 3** regarding this matter. I
22 believe that each cost incurred is reasonable and was necessary in the prosecution of this action.
23 The attorneys' costs were a result of investigation, research, litigation, discovery, an expert,
24 consultants, mediation, and other related matters to the prosecution of this case, as evidenced by the
25 costs bill attached as **Exhibit 3**. A majority of the costs are actual checks written or "hard" costs.
26 The "hard" costs represent checks written by declarant's office to prosecute this matter. That is,
27 before any reimbursement from any person, JCAL had incurred \$6,256.00 in costs. The bills have

1 a summary of costs as its last page. All “hard” costs on the attached bill represents costs that JCAL
2 incurred and paid. does not include any interest, markup or any premium amount on the costs
3 actually incurred and paid. The soft costs are reasonable costs associated for photocopying and
4 facsimile charges, that does not take into effect the administration costs associated with said costs.

5 The costs incurred and requested for each firm representing the Plaintiff are as follows:

FIRM	COSTS
1. Janelle Carney – Attorney at Law, APC	\$7,006.11(includes the additional 750.00)
2. Frontier Law Center	\$4,971.37
3. Wilshire Law Firm	\$11,907.51
Total \$24,317.09	

12 The Plaintiff and Defendants have agreed to reimburse Class Counsel the amount of not
13 more than \$25,000.00 in costs to Plaintiffs. Furthermore, the class has incurred administration costs
14 from ILYM.

15 **INVESTIGATION & EXPERT RETENTION**

16 17. Preparation of this case necessitated the gathering of information from the class
17 representatives, Lupe Morales, Erika Muniz, and Blanca Navarro, in addition to extensive research
18 before and during the litigation, participated in propounding and responding to written discovery.
19 Further, Plaintiffs hired an expert to evaluate the time and payroll records that were produced in
20 discovery and for mediation purposes.

21 Plaintiffs and Defendant (the “Parties”) participated in an all-day mediation presided over
22 by Hon. Daniel Buckley (Retired). Judge Buckley continued to work with the parties to settle the
23 action months after the mediation concluded, which led to the Class Action and PAGA Settlement
24 Agreement. The settlement was reached through arm’s length negotiations after extensive informal
25 and formal discovery. This settlement was reached through arm’s length negotiations after
26 extensive informal and formal discovery. The Parties began negotiating the specific terms of the
27 long form settlement after the mediation and were able to agree on all terms in the Class Action and

1 PAGA Settlement Agreement (a true and correct copy of which is attached to the Declaration of
2 Janelle Carney filed in support of Preliminary Approval on or about September 13, 2023, as
3 Exhibit 1).

4 Plaintiffs have determined that the settlement is fair, adequate and reasonable, and is in the
5 best interests of the Class Members.

6 **INCENTIVE AMOUNT FOR PLAINTIFFS**

7 18. I believe that the Class Representative Enhancement Award of \$10,000.00 each to
8 Lupe Morales, Erika Muniz, and Blanca Navarro is fair and reasonable. Ms. Morales, Ms. Muniz,
9 and Ms. Navarro each submitted a declaration in support of their enhancement request with the
10 motion for preliminary approval on September 13, 2023. I, along with JCAL staff, FLC and their
11 staff, and Wilshire Law Firm and its staff, spent numerous hours in consultation with the Plaintiffs
12 from the initial investigation through discovery and the pleading stages. In the Preliminary
13 Approval Declaration, Plaintiffs testified as to their detailed efforts. Plaintiffs testified about the
14 numerous hours involved in litigating the matter. Further, Plaintiffs were instrumental in providing
15 facts, information, and details to allow the drafting of the Complaint. Plaintiffs also reviewed
16 hundreds of pages of documents which were provided to them, and Defendant in response to
17 written informal discovery responses. Plaintiffs were instrumental in getting the case to a
18 settlement stage and assisted in the preparation for the mediation session. I believe they took their
19 role as champions of the class very seriously.

20 Furthermore, there are employment screening companies that will investigate all
21 employment applicants to see if they were ever part of a lawsuit, including acting as a class
22 representative against a current or former employer.

- 23 • “In today’s litigious culture, employers simply cannot afford to hire employees who will
24 put their company at risk.” *Back Track Screening*, [http://www.btscreening.com/wp-](http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf)
25 [content/uploads/2012/09/Screening-101.pdf](http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf);
- 26 • “In today’s litigious culture, you simply cannot afford to hire employees who will put
27 your company at risk.” *Credit Technologies, Inc.*
28 http://www.credittechnologies.com/Employment_Screening.asp.

1 The fact that Plaintiffs had agreed to be class representatives against their former employer
2 will follow them the rest of their employment career. As an experienced class action wage and
3 hour employment lawyer, it has been my experience that a majority of people are apprehensive
4 about suing their employer as a class representative. In fact, in this case, it was only the named
5 Plaintiffs who agreed to take on this role.

6 All in all, Plaintiffs have been diligent and acted above and beyond that of which is
7 expected from Class Representatives through all stages of litigation. There are few individuals that
8 are willing to act as a Class Representative and provide hard work, diligence, and the willingness to
9 assume a large financial risk should Defendants prevail in a class action case. No Class Member
10 has expressed any objection to the requested Class Representatives Enhancement or any term of the
11 settlement. Additionally, I believe Plaintiffs, in their general release, gave up valid and legitimate
12 claims. Further, the class members are receiving favorable settlement amounts as a result of
13 Plaintiffs' tireless effort over the past two (2) plus years.

14 19. Class Counsel has settled hundreds of other class action matters wherein monetary
15 enhancements have been granted (a partial listing of various class action cases is set forth at
16 paragraph 5 above). Class Counsel have received approval of settlements in over 300 wage hour
17 class action and PAGA representative matters.

18 20. Plaintiffs are entitled to the requested enhancement for their extensive work
19 performed and the risks they assumed. Plaintiffs were not willing to settle the class action until they
20 felt it was in the best interests of the Class. The Plaintiffs have always put the interests of the Class
21 before their own interests. Declarant fully believes that Plaintiffs performed extraordinary duties
22 for the class.

REQUESTED ATTORNEYS' FEE IS FAIR & REASONABLE

23 21. Class Counsels application for an award of attorneys' fees and costs in an amount of
24 33.33% of the settlement value created on behalf of the Class is reasonable and fair. The 33.33% of
25 the gross settlement of \$940,000.00 results in a total fee request of \$313,333.33. The requested fee
26 falls on the lower end of the Ninth Circuit's historical benchmark for attorneys' fees of 20% to
27 50% of a common fund and is fair compensation for undertaking complex, risky, expensive, and

1 time-consuming litigation on a contingent basis. Further, the Class Representative signed a
2 contingent fee agreement allowing for a fee up to 35% of the total fund and reimbursement of
3 actual litigation costs. This is evidence that a 33.33% attorney fee percentage is reasonable.

4 22. Plaintiffs have been represented by three (3) law firms in this matter who have borne
5 the entire risk and costs of litigation on a pure contingency basis. All three (3) firms brought special
6 and unique talents to the prosecution of this matter to a successful termination.

7 23. Class Counsel earned the requested fee, as the case was vigorously litigated since its
8 filing on September 22, 2021 (over 2 years ago). There was an extensive amount of work
9 performed by Plaintiffs' counsel and their expert. At this time there are approximately 450.4 hours
10 expended by the lawyers on this case thus far for a lodestar of **\$369,965.00** (see below table ¶27).
11 It is anticipated that another 15-30 hours will be expended through the remainder of the notice
12 period and thereafter to ensure Plaintiffs and the class receive their settlement checks after final
13 approval. Case law is clear that attorney declarations as to time and effort expended are
14 satisfactory.

15 Class Counsel consists of three (3) highly skilled law firms, who command a high rate.
16 They have had success in various wage and hour class actions, are held in high regard by the legal
17 community, and their practice is an unusual niche area. This case was not a "fender-bender" that
18 any lawyer could litigate but a highly specialized area of employment law that requires skilled and
19 experienced attorneys. To obtain such an attorney on the free market, a client must pay appropriate
20 compensation. The courts are quite liberal in the evidence required to prove an attorney's hours.
21 Detailed time records are not required. An attorney's testimony alone may suffice: "Testimony of
22 an attorney as to the number of hours worked on a particular case is sufficient evidence to support
23 an award of attorney fees, even in the absence of detailed time records." (Martino v. Denevi 182
Cal. App. 3d 553, 559 (1986).)

24 25. One difficulty in determining the hourly rate of attorneys of similar skill and
25 experience in the relevant community is the scarcity of hourly fee-paying clients in class action
26 litigation. As a practical matter, few if any consumers pay attorneys' fees on an hourly basis for
27 such extensive litigation, and thus retainer agreements in such cases are based on a contingency fee

relationship. Therefore, there is no customary billing rate, but the nature of class action work should be strongly considered by the Court.

26. Courts have upheld rates as high as \$450 per hour (in 1993) in employment matters. (Bihun v. AT&T Information Systems, Inc. 13 Cal. App. 4th 976 (1993), overruled on other grounds in Lakin v. Watkins Assoc. Indus. 6 Cal. 4th 644, 664 (1993). The \$450 approved in the Bihun decision published in 1993 is equivalent to \$947.69 in 2023 dollars according to the “inflation calculator” provided by the US Government, Bureau of Labor Statistics located at <http://data.bls.gov/cgi-bin/cpicalc.pl>. A true and correct copy of a print-out of the “inflation calculator” is attached hereto as **Exhibit 4**. Declarant used this same website and calculator to obtain a value of the class representative awards referenced in the MP&A filed concurrently herewith. The \$38,900 award in 1991 translates to \$86,461.46 in 2023 dollars.

27. Below is a summary of hours expended by the three (3) firms seeking approval of fees in this matter through December, 2023¹:

Attorneys				
Attorney	Firm	Hours Worked	Rate	Total Billing/Lodestar
Janelle Carney	Janelle Carney – Attorney at Law, APC	136.30	\$850	\$105,355
Adam Rose	Frontier Law Center	125	\$800	\$100,000
Manny Starr	Frontier Law Center	60	\$650	\$39,000
Christina Le	Wilshire Law Firm	56.7	\$800	\$45,360.
Zachary D. Greenberg	Wilshire Law Firm	27	\$450	\$12,150
Justin F. Marquez	Wilshire Law Firm	45.40	\$1,500	\$68,100
			Blended Rate	
	Totals:	450.4	\$ 821.41	\$ 369,965

On a pure lodestar, matter the Plaintiffs’ lawyers have incurred approximately 450.4 hours for total billing of **\$369,965.** through December 26, 2023. The blended average hourly rate for counsel is reasonable at **\$821.41**. Based on the result from a monetary and non-monetary basis, the attorneys’ fees award should be granted. In the past, Class Counsel have been approved at these billing rates with a multiplier of 2.75 to 4, however there is no multiplier request since the

¹ This does not include paralegal billable hours.

1 requested fee application is for \$313,333.33. I personally have reviewed each time entry from
2 JCAL for accuracy and believe to the best of my ability that each entry accurately reflects the
3 description of work performed, the date the work was done and the attorney billing for said work.
4 (See **Exhibit 5** for my billing records)

5 The lawyers and Plaintiff agreed to work cooperatively and to share fees in an equitable
6 fashion based on the work performed and value brought in the various cases. The fee split which
7 was agreed to in writing signed by Plaintiffs and her attorneys of records is as follows:

Janelle Carney – Attorney at Law, APC	(30%)	\$94,000.00
Frontier Law Center	(30%)	\$94,000.00
Wilshire Law Firm	(40%)	\$125,333.33
Total Fee Request		\$313,333.33

11 28. All of counsel's skill and experience justify the requested rate. JCAL practices
12 litigation with a focus on representing employees in employment matters on class action cases.
13 The prospect of losing and incurring substantial costs has previously become reality, in both trial
14 courts and the Court of Appeal in other wage and hour class litigation. When you lose a case at
15 certification or at trial, there is no recovery. Unfortunately, JCAL has had losses in cases that have
16 resulted in a loss of time, finances, and energy. Class Counsel risked not only a great deal of time,
17 but also a great deal of expense to ensure the successful litigation of this action on behalf of all
18 class members.

19 29. This settlement is the product of tremendous effort, and a great deal of expense by
20 the parties and their counsel. As set forth in the record before this Court, a lot of work and effort
21 was required in order to get this excellent result. Further, Defendants will continue to operate and
22 provide employment for current class members and future employees. Further, despite settling this
23 case on or about September 2023, payment will not be made until approximately January 2025.

24 30. The attorneys' fee request is much less than the 33.3333% sought when taking into
25 consideration current and future benefit to employees who are now being paid properly as a result
26 of this litigation.

27 /////

1 **INCENTIVE AMOUNT JUSTIFICATION CASE AUTHORITY**

2 31. In Ingram v. The Coca Cola Co. (N.D. Ga. 2001) 200 F.R.D. 685, 694 (quoting In
3 Re Southern Ohio Correctional Facility (S.D. OH 1997) 175 F.R.D. 270, 272), the court approved
4 enhanced awards of \$300,000 to each named Plaintiff in recognition of the services they provided
5 to the class by responding to discovery, participating in the mediation process, and taking the risk
6 of stepping forward on behalf of the class. In a wage and hour class action case in Alameda
7 County, entitled Beauchamp and Bethancourt v. Kaiser consolidated with Horne v. Kaiser, Case
8 No. RG07307245, where one of the named Plaintiffs lost his job, and the other named Plaintiff ran
9 the risk of future adverse employment consequences, the court awarded \$35,000 to the Plaintiff
10 who did **not** lose his job, and \$75,000 to the employee who did.

11 32. Clearly, if courts are awarding corporate representative individual awards, then there
12 is a greater incentive to award individual plaintiffs who forego individual recovery to benefit others
13 similarly situated an award for coming forward to seek redress for all those similarly affected.
14 Plaintiffs herein are seeking only \$10,000.00 each, which includes a general release and settlement.

15 33. The Class Representatives risked a potential judgment against themselves if this
16 matter was unsuccessful. Under California Code of Civil Procedure §1032, a losing party is liable
17 for the prevailing party's costs. Therefore, the Class Representatives could have been liable for
18 hundreds of thousands of dollars.

19 34. The Plaintiffs herein are seeking only a \$10,000.00 each as an enhancement award,
20 which the court should consider the general release Plaintiffs have signed. Plaintiffs have provided
21 in their declarations in support of preliminary approval regarding their participation in this
22 litigation which fulfills these requirements. (*See* Decls. Morales, Muniz, and Navarro in Support of
23 Motion for Preliminary Approval filed on or about September 13, 2023). To date, there have been
24 no objections to the enhancement requests.

25 35. The Class Representatives' willingness to undertake this risk should be
26 compensated. Few individuals are willing to take this risk, and Ms. Morales, Ms. Muniz, and Ms.
27 Navarro were champions on behalf of others' cause with potential monetary risks which were very
28 significant.

36. Based on the data received and assuming the opt out rate remains low, and all terms of the settlement are approved as is, the total number of class members is 1,160. Here, this litigation has resulted in a monetary benefit to the 1,159 Class Members because of the named Plaintiffs; the enhancements should be awarded for this commitment and dedication to the litigations. The Plaintiffs are entitled to the requested enhancement for the extensive work performed over approximately two (2) years, and the risks they undertook and were unwilling to settle the class action until they felt it was in the best interest of the Class. The Plaintiffs have always put the interest of the Class before their own interests. Further, despite settling this case in September, the named Plaintiffs must still wait until January 2025 for payment.

38. In prosecuting this action, Plaintiffs and class counsel vindicated an important public policy. The wage provisions of the Labor Code, as well as the other Labor Code sections alleged to have been violated, constitute an important public policy in this State. Moreover, the State relies on the private enforcement of these rights in order to vindicate this public policy.

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

Executed this 26th day of December 2023, at Chino Hills, California.

Janella Carney

Janelle Carney

Exhibit 1

ORIGINAL

BY FAX

Janelle Carney, Esq. (Bar No. 201570)
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E, 2nd Floor
Chino Hills, CA 91709
Tel.: (909) 521-9609 / Fax: (909) 393-0471
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FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433/ Facsimile: (818) 914-3433

Attorneys for Plaintiff, Lupe Morales

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
Zachary D. Greenberg (SBN 237697)
zgreenberg@wilshirelawfirm.com

WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988/ Facsimile: (213) 381-9989

Attorneys for Plaintiffs, Erika Muniz and Blanca Navarro

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

Coordination Proceeding
Special Title (Rule 3.550)

SUNSHINE RETIREMENT WAGE AND
HOUR CASES

) JCCP No. 5247
) Hon. Lauri A. Damrell
) Dept. 28

) ~~PROPOSED~~ ORDER GRANTING
) PLAINTIFFS' MOTION FOR
) PRELIMINARY APPROVAL OF CLASS
) ACTION AND PAGA SETTLEMENT

) Date: October 20, 2023
) Time: 9:00 a.m.
) Dept.: 28

) Action filed: September 22, 2021

~~PROPOSED~~ ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT



1 WHEREAS, this Action is pending before this Court as a putative class action lawsuit brought
2 by Lupe Morales, Erika Muniz, and Blanca Navarro, the Named Plaintiffs ("Plaintiffs" or "Named
3 Plaintiffs") against Defendants Sunshine Retirement Living, LLC dba Creekside Oaks, Folsom
4 Retirement LP, Antioch Retirement Residence LP, Deer Park Retirement Residence LP, La Mesa
5 Retirement Residence LP, LaQuinta Investors LP, Canterbury Court Investors LLC, and Fountain
6 Valley Senior Living LLC (hereinafter referred to as "Defendants"); and

7 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
8 settlement of the Action in accordance with the Class Action and PAGA Settlement Agreement (the
9 "Settlement Agreement"), which, together with the exhibits annexed thereto, sets forth the terms and
10 conditions for a proposed Settlement and final resolution of the Action upon the terms and conditions
11 set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits
12 annexed thereto;

13 NOW, THEREFORE, IT IS HEREBY ORDERED:

14 1. This Order incorporates by reference the definitions in the Settlement Agreement, and
15 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement
16 Agreement. Per the Parties' Settlement Agreement, the Court hereby conditionally certifies the
17 following Settlement Class: All current and former non-exempt hourly individuals employed by
18 Defendants at any time from September 27, 2017, until October 20 2023, at any of the Defendant's
19 California facilities.

20 2. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
21 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
22 Plaintiffs, Participating Class Members, and Class Counsel will release claims against all Released
23 Parties as follows:

24 a. Plaintiffs' Release. As part of the consideration for the settlement of Plaintiffs'
25 representative service awards, Plaintiffs shall enter into individual general releases of
26 all known and unknown claims of any type whatsoever that they may have against the
27 Released Parties. These releases are entitled "Individual General Release,"

1 (“Releases”). These Releases are incorporated herein by reference and attached to
2 the settlement agreement as **Exhibit B**. These Releases include, but are not
3 limited to, a release of all claims under the Fair Employment and Housing Act,
4 Americans with Disabilities Act, and Title VII of the Civil Rights Act of 1964. This
5 will also include a release of any and all claims, known or unknown, contingent or
6 accrued arising out of any act or event that occurred prior to execution of the release,
7 including a California Civil Code section 1542 waiver.

- 8 b. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For
9 purposes of Plaintiffs’ Release, the named Plaintiffs expressly waive and relinquish
10 the provisions, rights, and benefits, if any, of section 1542 of the California Civil
11 Code, which reads:

12 A general release does not extend to claims that the creditor or releasing party does
13 not know or suspect to exist in his or her favor at the time of executing the release,
14 and that if known by him or her would have materially affected his or her settlement
with the debtor or Released Party

- 15 c. Release by Class Members: Each Class Member who does not opt out of
16 the settlement shall be deemed to release the Released Parties from any and
17 all claims, known or unknown, that: were asserted in any and/or all of the
18 complaints in the Action and/or any of Plaintiffs’ letters to the LWDA
19 (including any subsequently amended complaints or letters); and/or any and
20 all claims, that could have been asserted based on the factual allegations in
21 all of the complaints in the Action and/or any of Plaintiffs’ letters to the
22 LWDA (including any subsequently amended complaints or letters). This
23 includes but is not limited to claims for or related to: pay for all hours
24 worked/compensation due for services; calculation of the regular rate of pay;
25 rest periods; meal and/or rest period premiums pay, including the calculation
26 of the meal and/or rest period premium pay; wage statements; payment of
27 wages at termination; maintain accurate and complete records; unfair

1 competition related to any or all of the foregoing; any unpaid wages or
2 compensation related to any or all of the foregoing; restitution related to any
3 or all of the foregoing; and any penalties, including statutory or civil
4 penalties, related to any or all of the foregoing. This release includes any and
5 all claims pursuant to: California Labor Code sections §§ 200, et seq., 204,
6 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2698, et seq.; Business
7 & Professions Code § 17200; and Industrial Welfare Commission Wage
8 Order 5-01. The release shall run through October 20, 2023

- 9 d. Release by PAGA Representative Action Members: Each PAGA
10 Representative Action Member, irrespective of whether he or she opts out of
11 the settlement as a Non-Participating Class Member, shall be deemed to
12 release the Released Parties from any and all claims, known or unknown, for
13 civil penalties under California Labor Code section 2698 et seq. (PAGA)
14 that: were asserted in any and/or all of the complaints in the Action and/or
15 any of Plaintiffs' letters to the LWDA (including any subsequently amended
16 complaints or letters); and/or any and all claims, that could have been
17 asserted based on any or all the factual allegations in any and/or all of the
18 complaints in the Action and/or any of Plaintiffs' letters to the LWDA
19 (including any subsequently amended complaints or letters). This release
20 includes, but is not limited to, claims for PAGA civil penalties premised on:
21 California Labor Code sections §§ 200, et seq. (inclusive of section 201-
22 203), 210, 218, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
23 1197, 1198, and 2698, et seq.; failure to pay overtime; failure to pay for all
24 hours worked/compensation due for services; calculation of the regular rate
25 of pay, including failure to include all remuneration into the regular rate for
26 overtime, meal and rest period premiums and sick pay, and other incentive
27 payments when calculating the overtime rate; failure to provide meal
28 periods; failure to authorize and permit rest periods; failure to pay meal or

1 rest period premiums, including the calculation of the meal and/or rest period
2 premium pay; failure to provide accurate itemized wage statements; and
3 failure to timely pay wages at termination; The release shall run through
4 October 20, 2023.

5 3. Named Plaintiffs are hereby appointed and designated, for all purposes, as the
6 representative of the Class and Representative Action, and the following attorneys are hereby
7 appointed and designated as counsel for the Named Plaintiff, the Class Representatives and the Class:
8 Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Theodore Tang of
9 Frontier Law Center, and Justin F. Marquez, Christina M. Le, and Zachary D. Greenberg of Wilshire
10 Law Firm (“Class Counsel”). Class Counsel are authorized to act on behalf of Participating Class
11 Members with respect to all acts or consents required by, or which may be given pursuant to, the
12 Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Objecting
13 Class Member may enter an appearance through counsel of such Class Member’s own choosing and
14 at such Class Member’s own expense.

15 4. The Court finds on a preliminary basis that the Settlement appears to be fair,
16 reasonable and adequate, and one that would merit, ultimately, final approval by this Court. The
17 Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The Court
18 finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable as to all Class
19 Members when balanced against the potential outcomes of further litigation relating to liability and
20 damages issues. The Court further finds that the Settlement has been reached as the result of serious
21 and non-collusive, arms-length negotiations by Defendants and Plaintiff (the “Settling Parties”).

22 5. A hearing (the “Settlement Hearing”) shall be held before this Court, located at 720
23 Ninth Street, Sacramento, CA 95814-1380, on January 19, 2024 at 9:00 a.m., in Department 28, to
24 determine all necessary matters concerning the Settlement, including: whether the proposed
25 settlement of the Action should be finally approved by the Court; whether a Judgment, as provided
26 in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in
27 the Settlement Agreement should be approved as fair, adequate and reasonable to the Class Members;

11. The Court reserves the right to adjourn or continue the date of the Final Settlement Hearing and all dates provided for in the Settlement Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

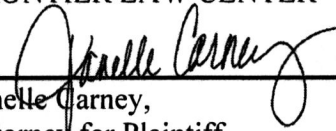
Dated: _____

JUDGE OF THE SUPERIOR COURT

APPROVED AS TO FORM AND CONTENT:

Date: October 23, 2023

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER



Janelle Carney,
Attorney for Plaintiff
Lupe Morales

Date: October 23, 2023

WILSHIRE LAW FIRM



Justin F. Marquez
Christina M. Le
Zachary D. Greenberg
Attorney for Plaintiff Erika Muniz

Date: October 23, 2023

TONKON TORP LLP

By: _____

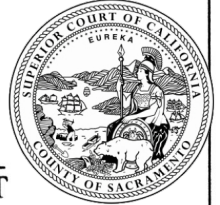
Haley Morrison
Megan R. Reuther
Attorneys for Defendant

11. The Court reserves the right to adjourn or continue the date of the Final Settlement Hearing and all dates provided for in the Settlement Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: 11/01/2023


Lauri A. Damrell / Judge

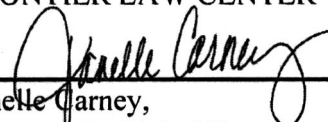
JUDGE OF THE SUPERIOR COURT



APPROVED AS TO FORM AND CONTENT:

Date: October 23, 2023

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER



Janelle Carney,
Attorney for Plaintiff
Lupe Morales

Date: October 23, 2023

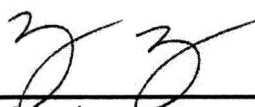
WILSHIRE LAW FIRM

Justin F. Marquez
Christina M. Le
Zachary D. Greenberg
Attorney for Plaintiff Erika Muniz

Date: October 23, 2023

TONKON TORP LLP

By:



Haley Morrison
Megan R. Reuther
Attorneys for Defendant

Exhibit 1

Manny Starr (319778)
Manny@frontierlawcenter.com
Adam Rose. Esq. (Bar No. 210880)
ada@frontierlawcenter.com
FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433/ Facsimile: (818) 914-3433

Justin F. Marquez (SBN 262417)
justin@wilshirelawfirm.com
 Christina M. Le (SBN 237697)
cle@wilshirelawfirm.com
 Zachary D. Greenberg (SBN 237697)
zgreenberg@wilshirelawfirm.com

Attorneys for Plaintiffs, Erika Muniz and Blanca Navarro

COUNTY OF SACRAMENTO

) JCCP No. 5247
) Hon. Lauri A. Damrell
) Dept. 28

) NOTICE OF CLASS ACTION
) SETTLEMENT AND HEARING DATE
) FOR FINAL COURT APPROVAL

) Action filed: September 22, 2021

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Tonkon Torp LLP

Haley Morrison (SBN 259913)

Email: haley.morrison@tonkon.com

Megan R. Reuther (SBN 331619)

Email: megan.reuther@tonkon.com

888 SW Fifth Avenue, Suite 1600

Portland, OR 97204

Main: 503.221.1440/ Facsimile: 503.274.8779

Attorneys for Defendant Sunshine Retirement Living,
LLC, dba Creekside Oaks Retirement Community

1 **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 *Sunshine Retirement Wage and Hour Cases, JCCP No. 5247*

4 Sacramento Superior Court

5 *The Superior Court for the State of California authorized this Notice. Read it carefully!*
6 *It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

7 You may be eligible to receive money from an employee class action lawsuit ("Action")
8 against Defendant, Sunshine Retirement Living, LLC, dba Creekside Oaks Retirement Community
9 (hereinafter collectively referred to as "Defendant" or "SRL") for alleged wage and hour violations.
10 The Action was filed by Lupe Morales, Erika Muniz, and Blanca Navarro, current and former
11 employees of Defendant.

12 Plaintiffs seek payment of (1) unpaid wages for a class of all current and former non-
13 exempt hourly individuals employed by Defendant at any time from September 27, 2017, until the
14 date of preliminary approval or sixty (60) days after the agreement is signed, whichever is earlier,
15 at any of the Defendant's California facilities.

16 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to
17 fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund
18 Individual PAGA Payments and pay penalties to the California Labor and Workforce Development
19 Agency ("LWDA").

20 Based on Defendant's records, and the Parties' current assumptions, **your Individual Class**
21 **Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is**
22 **estimated to be \$_____.** The actual amount you may receive likely will be different and will
23 depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then
24 according to Defendant's records you are not eligible for an Individual PAGA Payment under the
25 Settlement because you didn't work during the PAGA Period.)

26 The above estimates are based on Defendant's records showing that **you worked _____**
27 **workweeks during the Class Period and you worked _____ workweeks during the PAGA**
28 **Period.** If you believe that you worked more workweeks during either period, you can submit a
challenge by the deadline date. See Section 4 of this Notice.

1 The Court has already preliminarily approved the proposed Settlement and approved this
2 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
3 affected whether you act or do not act. Read this Notice carefully. You will be deemed to have
4 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether
5 to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and
6 Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment
7 that requires Defendant to make payments under the Settlement and requires Class Members and
8 Aggrieved Employees to give up their rights to assert certain claims against Defendant.

9 If you worked for Defendant during the Class Period and/or the PAGA Period, you have two
10 basic options under the Settlement:

11 (1) **Do Nothing.** You don't have to do anything to participate in the proposed
12 Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.
13 As a Participating Class Member, though, you will give up your right to assert Class
14 Period wage claims and PAGA Period penalty claims against Defendant.

15 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
16 Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the
17 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class
18 Payment. You will, however, preserve your right to personally pursue Class Period wage claims
19 against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual
20 PAGA Payment. *You cannot opt-out of the PAGA portion of the proposed Settlement.*

21 **Defendant will not retaliate against you for any actions you take with respect to the
22 proposed Settlement.**

23 /////

24 /////

25 /////

26 /////

27 /////

28 /////

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____ (45 days)	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____ (45 days)	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class.
You can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The

Submitted by _____

number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay all wages, specifically failing to pay proper premium overtime and failing to calculate the regular rate when paying meal and/or rest period violations; and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Adam Rose of Frontier Law Center and Christina Le, Justin F. Marquez, and Zachary Greenberg, of Wilshire Law Firm. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

1 The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate,
2 authorized this Notice, and scheduled a hearing to determine Final Approval.

3 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

4 1. Defendant Will Pay \$940,000.00 as the Gross Settlement Amount (Gross
5 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the
6 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
7 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,
8 Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be
9 paid to the California Labor and Workforce Development Agency ("LWDA").

10 Funding of Gross Settlement Amount. Upon the Court entering an order granting Final
11 Approval of the settlement, Defendant shall fund the Gross Settlement Amount, and also fund the
12 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
13 Administrator, as follows:

14 (a) Within 30 days of the Court entering an order granting final approval, Defendant shall
15 deposit \$200,000 with the Administrator.

16 (b) Within 6 months of the Court entering an order granting preliminary approval,
17 Defendant shall deposit \$270,000 with the Administrator.

18 (c) Within 12 months of the Court entering an order granting preliminary approval,
19 Defendant shall deposit \$470,000 with the Administrator.

20 Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the
21 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
22 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
23 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
24 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
25 Payment and the Class Representative Service Payment shall not precede disbursement of
26 Individual Class Payments and Individual PAGA Payments.

27 The Judgment will be final on the date the Court enters Judgment, or a later date if
28 Participating Class Members object to the proposed Settlement or the Judgment is appealed.

1 2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing,
2 Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions
3 from the Gross Settlement, the amounts of which will be decided by the Court at the
4 Final Approval Hearing:

- 5 A. Up to \$313,333.33 (33.33% of the Gross Settlement] to Class
6 Counsel for attorneys' fees and up to \$25,000.00 for their litigation
7 expenses. To date, Class Counsel have worked and incurred expenses on
8 the Action without payment.
- 9 B. Class Representative Award of up to \$10,000.00 to each Class
10 Representative for filing the Action, working with Class Counsel and
11 representing the Class. A Class Representative Award will be the only
12 monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment
13 and any Individual PAGA Payment.
- 14 C. Up to \$22,000.00 to the Administrator for services administering
15 the Settlement.
- 16 D. Up to \$50,000.00 for PAGA Penalties, allocated 75% (\$37,500.00) to the
17 LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA
18 Payments to the Aggrieved Employees based on their PAGA Period Pay
19 Periods. Participating Class Members have the right to object to any of
20 these deductions. The Court will consider all objections.

21 3. Net Settlement Distributed to Class Members. After making the above deductions in
22 amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement
23 (the "Net Settlement") by making Individual Class Payments to Participating
24 Class Members based on their Class Period Workweeks.

25 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking
26 the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages
27 ("Wage Portion") and 80% to [e.g., interest, etc.] ("Non-Wage Portion."). The Wage Portion is
28 subject to withholdings and will be reported on IRS W-2 Forms.

1 Defendant will separately pay employer payroll taxes it owes on the Wage Portion outside
2 the gross settlement fund. The Individual PAGA Payments are counted as penalties rather than
3 wages for tax purposes. The Administrator will report the Individual PAGA Payments and the
4 Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. It will be your
5 responsibility to pay any tax owing on these amounts.

6 Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving
7 you any advice on whether your Payments are taxable or how much you might owe in taxes.
8 You are responsible for paying all taxes (including penalties and interest on back taxes)
9 on any Payments received from the proposed Settlement. You should consult a tax
10 advisor if you have any questions about the tax consequences of the proposed Settlement.

11 5. Need to Promptly Cash Payment Checks. The front of every check issued for
12 Individual Class Payments and Individual PAGA Payments will show the date when the check
13 expires (the void date). If you don't cash it by the void date, your check will be automatically
14 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
15 Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed
16 Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

17 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as
18 a Participating Class Member, participating fully in the Class Settlement, unless you notify
19 the Administrator in writing, not later than _____, that you wish to opt-out. The easiest
20 way to notify the Administrator is to send a written and signed Request for Exclusion by the
21 _____ Response Deadline. The Request for Exclusion should be a letter from a Class
22 Member or his/her representative setting forth a Class Member's name, present address, telephone
23 number, and a simple statement electing to be excluded from the Settlement. Excluded Class
24 Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but
25 will preserve their rights to personally pursue wage and hour claims against Defendant.

26 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
27 themselves from the Class Settlement (Non-Participating Class Members) remain eligible
28 for Individual PAGA Payments and are required to give up their right to assert PAGA

1 claims against Defendant based on the PAGA Period facts alleged in the Action.

2 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
3 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
4 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
5 and Defendant has agreed that, in either case, the Settlement will be void: Defendant will not pay
6 any money and Class Members will not release any claims against Defendant.

7 8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the
8 “Administrator”) to send this Notice, calculate and make payments, and process Class Members’
9 Requests for Exclusion. The Administrator will also decide Class Member Challenges over
10 Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to
11 administer the Settlement. The Administrator’s contact information is contained in Section 9 of this
12 Notice.

13 9. Participating Class Members’ Release. After the Judgment is final and Defendant
14 has fully funded the Gross Settlement and separately paid all employer payroll taxes,
15 Participating Class Members will be legally barred from asserting any of the claims
16 released under the Settlement. This means that unless you opted out by validly excluding
17 yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any
18 other lawsuit against Sunshine Retirement Living, LLC, dba Creekside Oaks Retirement
19 Community, or related entities for wages based on the Class Period facts and PAGA penalties
20 based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

21 The Participating Class Members will be bound by the following release:
22 Each Class Member who does not opt out of the settlement shall be deemed to
23 release the Released Parties from any and all claims, known or unknown, that: were
24 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs’
25 letters to the LWDA (including any subsequently amended complaints or letters);
26 and/or any and all claims, that could have been asserted based on the factual
27 allegations in all of the complaints in the Action and/or any of Plaintiffs’ letters to
28 the LWDA (including any subsequently amended complaints or letters). This
includes but is not limited to claims for or related to: pay for all hours
worked/compensation due for services; calculation of the regular rate of pay; rest
periods; meal and/or rest period premiums pay, including the calculation of the meal
and/or rest period premium pay; wage statements; payment of wages at termination;
maintain accurate and complete records; unfair competition related to any or all of
the foregoing; any unpaid wages or compensation related to any or all of the

1 foregoing; restitution related to any or all of the foregoing; and any penalties,
2 including statutory or civil penalties, related to any or all of the foregoing. This
3 release includes any and all claims pursuant to: California Labor Code sections §§
4 200, et seq., 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2698, et seq.;
5 Business & Professions Code § 17200; and Industrial Welfare Commission Wage
6 Order 5-01. The release shall run through October 20, 2023.

7 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and
8 Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all
9 Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or
10 not they exclude themselves from the Settlement. This means that all Aggrieved
11 Employees, including those who are Participating Class Members and those who opt-out
12 of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA
13 claim against Sunshine Retirement Living, LLC, dba Creekside Oaks Retirement Community, or
14 their related entities based on the PAGA Period facts alleged in the Action and resolved by this
15 Settlement.

16 The Aggrieved Employees' Releases for Participating and Non-Participating Class
17 Members are as follows:

18 Each PAGA Representative Action Member, irrespective of whether he or she opts
19 out of the settlement as a Non-Participating Class Member, shall be deemed to
20 release the Released Parties from any and all claims, known or unknown, for civil
21 penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were
22 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs'
23 letters to the LWDA (including any subsequently amended complaints or letters);
24 and/or any and all claims, that could have been asserted based on any or all the
25 factual allegations in any and/or all of the complaints in the Action and/or any of
26 Plaintiffs' letters to the LWDA (including any subsequently amended complaints or
27 letters). This release includes, but is not limited to, claims for PAGA civil penalties
28 premised on: California Labor Code sections §§ 200, et seq. (inclusive of section
201-203), 210, 218, 226, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2,
1197, 1198, and 2698, et seq.; failure to pay overtime; failure to pay for all hours
worked/compensation due for services; calculation of the regular rate of pay,
including failure to include all remuneration into the regular rate for overtime, meal
and rest period premiums and sick pay, and other incentive payments when
calculating the overtime rate; failure to provide meal periods; failure to authorize
and permit rest periods; failure to pay meal or rest period premiums, including the
calculation of the meal and/or rest period premium pay; failure to provide accurate
itemized wage statements; and failure to timely pay wages at termination; The
release shall run through October 20, 2023 .

1 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

2 A. The estimated proportionate share of the Net Settlement Amount shall be
3 determined by the Settlement Administrator pursuant to the following formula:

4 a. The Settlement Administrator shall calculate the total aggregate
5 number of weeks that all Class Members were employed by, and worked for,
6 Defendant as non-exempt hourly individuals employed in California at any
7 time during the Class Period, excluding weeks when the Class Members did
8 not work or were on leave for the entire week ("Total Workweeks").

9 b. The value of each individual Qualifying Workweek shall then be
10 determined by dividing the Net Settlement Amount by the Total
11 Workweeks, resulting in the "Workweek Value." Each Individual
12 Settlement Share shall then be determined by multiplying the
13 individual Participating Class Member's number of Qualifying
14 Workweeks by the Workweek Value.

15 c. The Parties stipulate to a) class certification for purposes of settling
16 the Action only; and b) stipulate to stay the action pending approval.
17 The Parties agree that class certification will be revoked if the Court
18 denies preliminary or final approval of the settlement, or if the
19 settlement does not become final for any other reason. The Parties
20 shall cooperate in good faith to secure a court order staying the
21 Action and all deadlines, pending implementation of the settlement.
22 If the settlement is declared null and void by Defendant pursuant to
23 Paragraph 10, or if the Court denies preliminary or final approval of
24 the settlement, the Parties will resume litigation.

25 B. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
26 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
27 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You
28 have until _____ to challenge the number of Workweeks and/or Pay Periods

1 credited to you. You can submit your challenge by signing and sending a letter to the
2 Administrator via mail. (See Section 9 of this Notice for the Administrator's contact information.)

3 You need to support your challenge by sending copies of pay stubs or other records. The
4 Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on
5 Defendant's records as accurate unless you send copies of records containing contrary information.
6 You should send copies rather than originals because the documents will not be returned to you.
7 The Administrator will resolve Workweek and/or Pay Period challenges based on your submission
8 and on input from Class Counsel (who will advocate on behalf of Participating Class Members)
9 and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise
10 challenge its final decision.

11 **5. HOW WILL I GET PAID?**

12 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
13 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
14 including those who also qualify as Aggrieved Employees. The single check will combine the
15 Individual Class Payment and the Individual PAGA Payment. Please make sure the administrator
16 has your correct address.

17 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
18 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the
19 Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the same
20 address as this Notice. If you change your address, be sure to notify the Administrator as soon as
21 possible. Section 9 of this Notice has the Administrator's contact information.

22 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

23 Submit a written and signed letter with your name, present address, telephone number, and
24 a simple statement that you do not want to participate in the Settlement. The Administrator
25 will exclude you based on any writing communicating your request be excluded. Be sure to
26 personally sign your request, identify the Action as *Sunshine Retirement Wage and Hour Cases*,
27 and include your identifying information (full name, address, telephone number, approximate dates
28 of employment, and social security number for verification purposes). You must make the request

1 yourself. If someone else makes the request for you, it will not be valid. **The Administrator must**
2 **be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the
3 Notice has the Administrator's contact information.

4 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

5 Only Participating Class Members have the right to object to the Settlement. Before
6 deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court
7 to approve. At least _____ days before the _____ Final Approval Hearing, Class
8 Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes,
9 among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for
10 Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is
11 requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are
12 requesting as a Class Representative Service Award. Upon reasonable request, Class
13 Counsel (whose contact information is in Section 9 of this Notice) will send you copies of
14 these documents at no cost to you. You can also view them on the Administrator's Website
_____ or the Court's website _____.

15 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
16 for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
17 object, for example, that the proposed Settlement is unfair, or that the amounts requested
18 by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written**
19 **objections to the Administrator is _____.** Be sure to tell the Administrator what
20 you object to, why you object, and any facts that support your objection. Make sure you
21 identify the Action *Sunshine Retirement Wage and Hour Cases* and include your name, current
22 address, telephone number, and approximate dates of employment for Defendant and sign the
23 objection.

24 Section 9 of this Notice has the Administrator's contact information.

25 Alternatively, a Participating Class Member can object (or personally retain a lawyer to
26 object at your own cost) by attending the Final Approval Hearing. You (or your attorney)
27 should be ready to tell the Court what you object to, why you object, and any facts that
28

1 support your objection. See Section 8 of this Notice (immediately below) for specifics
2 regarding the Final Approval Hearing.

3 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

4 You can, but don't have to, attend the Final Approval Hearing on January 19, 2024 at 9:00
5 a.m. in Department 28 of the Sacramento Superior Court, located at 720 Ninth Street, Sacramento,
6 CA 95814-1380. At the Hearing, the judge will decide whether to grant Final Approval of the
7 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the
8 Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel
9 before making a decision. You can attend (or hire a lawyer to attend) either personally, or virtually.
10 Check the Court's website for the most current information.

11 It's possible the Court will reschedule the Final Approval Hearing. You should check the
12 Court's website at <https://www.saccourt.ca.gov/default.aspx> beforehand or contact Class
13 Counsel to verify the date and time of the Final Approval Hearing.

14 **9. HOW CAN I GET MORE INFORMATION?**

15 The Agreement sets forth everything Defendant and Plaintiffs have promised to do under
16 the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
17 Settlement documents is to go to the court's website at New Portal: Sacramento Superior Court
18 ([ca.gov](https://www.saccourt.ca.gov)). You can also telephone or send an email to Class Counsel or the Administrator using the
19 contact information listed below. You can also make an appointment to personally review court
20 documents in the Clerk's Office at the Sacramento Superior Court courthouse by calling 916-874-
21 5522.

22 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
23 ABOUT THE SETTLEMENT.**

24 **Class Counsel:**

25 Janelle Carney, Esq.
26 JANELLE CARNEY – ATTORNEY AT LAW, APC
27 14758 Pipeline Ave., Suite E
28 Chino Hills, CA 91709
Tel. (909) 521-9609
Email: Janelle@JanelleCarneyLaw.com

1 Manny Starr, Esq.
2 Adam Rose, Esq.
3 FRONTIER LAW CENTER
4 23901 Calabasas Road, #2074
5 Calabasas, CA 91302
6 Telephone: (818) 914-3433
7 Email: Manny@frontierlawcenter.com; Adam@frontierlawcenter.com;

8 Justin F. Marquez (SBN 262417)
9 justin@wilshirelawfirm.com
10 Christina M. Le (SBN 237697)
11 cle@wilshirelawfirm.com
12 Zachary D. Greenberg (SBN 237697)
13 zgreenberg@wilshirelawfirm.com
14 WILSHIRE LAW FIRM
15 3055 Wilshire Blvd., 12th Floor
16 Los Angeles, California 90010
17 Telephone: (213) 381-9988
18 Facsimile: (213) 381-9989

19 Settlement Administrator: ILYM Group, Inc.
20 Name of Company:
21 Email Address:
22 Mailing Address:
23 Telephone:
24 Fax Number:

25
26
27
28
10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund https://www.sco.ca.gov/upd_inss.html, for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of San Bernardino, State of California. I am over the age of eighteen (18) and not a party to the within action; my business address is 14758 Pipeline Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

On October 24, 2023, I served the foregoing document described as:

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on INTERESTED PARTIES in this action by placing a copy thereof enclosed in a sealed envelope addressed as stated below:

Haley Morrison
haley.morrison@tonkon.com
megan.holley@tonkon.com
amanda.drenner@tonkon.com
Megan Reuther
megan.reuther@tonkon.com
Tonkon Torp
888 SW Fifth Avenue, Suite 1600
Portland, OR 97204

Manny Starr
Manny@frontierlawcenter.com
Daniel Ginzburg
Dan@frontierlawcenter.com
Frontier Law Center
23901 Calabasas Road, #2074
Calabasas, CA 91302

Justin F. Marquez
justin@wilshirelawfirm.com
Zachary Greenberg
zgreenberg@wilshirelawfirm.com
Christina Le
CLe@wilshirelawfirm.com
minjee@wilshirelawfirm.com
SSespene@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010

XX BY E-MAIL: I electronically served the above-mentioned document to each of the above recipients at their respective e-mail addresses. My e-address is: Jerin@JanelleCarneyLaw.com

Executed on October 24, 2023 at Chino Hills, California.

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



Jerin Wilkinson

Exhibit 2

Jerin Wilkinson

From: Jerin Wilkinson
Sent: Wednesday, September 13, 2023 1:46 PM
To: Janelle Carney
Subject: FW: Thank you for your Proposed Settlement Submission

-----Original Message-----

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, September 13, 2023 1:42 PM
To: Jerin Wilkinson <jerin@janellecarneylaw.com>
Subject: Thank you for your Proposed Settlement Submission

09/13/2023 11:42:11 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Jerin Wilkinson

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Friday, November 3, 2023 9:21 AM
To: Jerin Wilkinson
Subject: Thank you for your Court Order or Judgment Submission

11/03/2023 07:19:50 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Jerin Wilkinson

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, December 26, 2023 4:50 PM
To: Jerin Wilkinson
Subject: Thank you for your Proposed Settlement Submission

12/26/2023 02:49:33 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 3

Janelle Carney - Attorney at Law, APC

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION				SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses										
Expenses										
Court Costs										
02/04/2022	Expense		janney & janney	filing				Capitol One Credit card	75.00	75.00
07/13/2022	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA				citibank	411.50	486.50
08/16/2022	Expense		janney & janney	filing costs				citibank	75.00	561.50
08/19/2022	Expense		janney & janney	filing costs				citibank	125.00	686.50
09/16/2022	Expense		janney & janney	filing costs				citibank	180.00	866.50
10/11/2022	Expense		janney & janney	filing costs				Capitol One Credit card	87.55	954.05
11/09/2022	Expense		janney & janney	filing costs				Capitol One Credit card	87.55	1,041.60
01/19/2023	Expense		janney & janney	filing costs				Capitol One Credit card	87.55	1,129.15
05/03/2023	Expense		janney & janney	filing costs				Capitol One Credit card	139.05	1,268.20
09/21/2023	Expense		janney & janney	filing costs				Capitol One Credit card	293.04	1,561.24
11/02/2023	Expense		janney & janney	filing costs				citibank	177.16	1,738.40
11/09/2023	Expense		janney & janney	filing costs				citibank	103.00	1,841.40
Total for Court Costs									\$1,841.40	
expert witness										
03/01/2023	Check	1215	econ one	CHECK	1215		Checking (9585)	794.86	794.86	
04/11/2023	Check	1226	econ one	CHECK	1226		Checking (9585)	1,415.45	2,210.31	
Total for expert witness									\$2,210.31	
Mediation										
12/14/2022	Check	1198	FLC	CHECK	1198		Checking (9585)	2,193.75	2,193.75	
Total for Mediation									\$2,193.75	
Postage										
06/30/2022	Expense		USPS	DEBIT PURCHASE CA 22180	Jun 28 5931 USPS PO 0558660604	PASADENA	Checking (9585)	10.65	10.65	
Total for Postage									\$10.65	
Total for Expenses									\$6,256.11	

Exhibit 4

CPI Inflation Calculator

\$ 450.00

in December 1993

has the same buying power as

\$947.69

in November 2023

Calculate

Exhibit 5

Janelle Carney, Attorney at Law, APC

14758 Pipeline Ave, Suite E, Chino Hills, CA 91709

Guadalupe (Lupe) Socorro Morales
Re: Morales v. Sunshine

Date: 12/22/2023
File Number: 62121/

<u>Date</u>	<u>Initials</u>	<u>Description of Service</u>	<u>Hours</u>	<u>Amount</u>
10/13/2021	JC	Morales: Call w/ Manny & Dan, Review File, Prep FAC	5.00	3,750.00
10/19/2021	JC	revisions per convo and prep supplemental LWDA ltr (5.)		
10/22/2021	JC	Notice of association of counsel (.8); Revise FAC and prep final	1.60	1,200.00
11/15/2021	JC	supplemental LWDA ltr (.8)		
12/17/2021	JC	Finalize FAC and prep initial discovery (3.5)	3.50	2,625.00
01/21/2022	JC	Finalize initial set of disc/ FAC and serve (.8)	0.80	600.00
01/25/2022	JC	Review Answer and prep Frog Set one (1.5)	1.50	1,125.00
02/01/2022	JC	Review proposed protective order and make redline changes	1.40	1,050.00
02/08/2022	JC	(1.) final protective order (.4)		
02/15/2022	JC	Review emails re discovery production (.8) review court order	1.60	1,200.00
02/16/2022	JC	and prep ntc of entry of order re reassignment (.8)		
02/16/2022	JC	Review Sprog set 1 and prep meet and confer letter (2.)	2.00	1,500.00
02/16/2022	JC	Review RFPD resposnes and Prep meet and confer ltr to opc re	2.50	1,875.00
02/16/2022	JC	RFPD (2.5)		
02/16/2022	JC	Depo ntc of Ali Cason (.8) email service copy	0.80	600.00
02/16/2022	JC	Review emails and call on where to go next w/ this in light of	1.30	975.00
02/16/2022	JC	related cases (.5) prep neutral letter to go out to the night		
02/16/2022	JC	concierge group (.8)		
02/16/2022	JC	Review Responses to First Set of Disc and add objections and	3.90	2,925.00
02/16/2022	JC	responses (3.5); Email re follow up on the meet and confer (.4)		
02/16/2022	JC	Update intake questionnaire (.4)	0.40	300.00
02/16/2022	JC	Call w/ opc re discovery and mediation (.3) email confirming	0.60	450.00
02/16/2022	JC	email (.3)		
02/16/2022	JC	Email corresp re random list (.8)	0.80	600.00
02/16/2022	JC	Follow up w/ OPC re data (.4)	0.40	300.00
02/16/2022	JC	Email corresp w/ Manny and draft of joint statement (1.5)	1.50	1,125.00
02/16/2022	JC	Review redline changes and finalize joint statement (.5)	0.50	375.00
02/16/2022	JC	Review order and notice (.4)	0.40	300.00
02/16/2022	JC	Review order and info on court (.8)	0.80	600.00
02/16/2022	JC	Email corresp w/ other P's lawyer re filing (.8)	0.80	600.00
02/16/2022	JC	Review TR and email opc (.4)	0.40	300.00
02/16/2022	JC	Telephone call to Christine Le - spoke	1.10	825.00
02/16/2022	JC	(.4) call w/ Manny to discuss (.3) email confirming issues (.4)		
02/16/2022	JC	Email corresp w/ JT re exposure figures (.4)	0.40	300.00
02/16/2022	JC	Call with JT (.8)	0.80	600.00
02/16/2022	JC	Telephone call to Christine - spoke re [REDACTED] (.5)	0.50	375.00
02/16/2022	JC	Email to JT re follow up (.4); Email follow up w jt (.4)	0.80	600.00

06/17/2022	JC	Various emails re coordination; Draft of Petition and MPA (7.)	7.00	5,250.00
06/23/2022	JC	Email corresp w/ opc and decl re coordination (2.5)	2.50	1,875.00
06/27/2022	JC	Finalize the Petition for coordination and supporting decls (2.5)	2.50	1,875.00
07/06/2022	JC	Email w/ FLC and revise cmc statement and email OPC (1.)	1.00	750.00
07/08/2022	JC	Various emails re Petition for Coord (.5)	0.50	375.00
08/16/2022	JC	Ntc of assigning coord mtg judge (.4)	0.40	300.00
08/30/2022	JC	Telephone call from Zachary Greenberg - spoke regarding [REDACTED] (.3)	0.30	225.00
09/15/2022	JC	Email corresp w/ OPC and revise last cmc and email (.8); Email corresp w/ co-counsel adn opc re appearing at hearing (.4) review TR (.8)	2.00	1,500.00
09/28/2022	JC	Review TR re CMC and provide to Defendant's counsel (.8)	0.80	600.00
10/03/2022	JC	Telephone call to Christina Le - spoke regarding [REDACTED] (.30) prep JPA (1.)	1.00	750.00
10/13/2022	JC	Prep mediation data request letter (.8) email co-counsel (.4)	1.20	900.00
11/01/2022	JC	Review emails re mediation and respond (.8) review ntc and order from the court (.8)	1.60	1,200.00
11/23/2022	JC	Email corresp w/ our co-counsel and review opc response on sample (.8)	0.80	600.00
12/27/2022	JC	Email corresp w/ Rayna re data request (.8); Prep stip to continue the CMC (.8); Email all w/ stip re cmc (.4)	2.00	1,500.00
01/12/2023	JC	Email calcs for Morales (.8)	0.80	600.00
01/23/2023	JC	Email corresp w/ Rayna re data and email opc re missing data (.8)	0.80	600.00
02/01/2023	JC	Email corresp w/ OPC re [REDACTED] and email w/ Wilshire [REDACTED] (.8)	0.80	600.00
02/09/2023	JC	Telephone call to Rayna Paunova - spoke regarding mediation calcs (.6)	0.60	450.00
02/13/2023	JC	Review Econ one billing and email co-counsel (.8)	0.80	600.00
02/24/2023	JC	Email co counsel re mediation and demand for data (.4)	0.40	300.00
02/25/2023	JC	Prep MOU draft (2.)	2.00	1,500.00
02/27/2023	JC	Attend mediation (6.) revise MOU (.5)	6.50	4,875.00
02/28/2023	JC	Email corresp w/ team re mediator's proposal (.4)	0.40	300.00
03/07/2023	JC	Email w/ mediator and opc / co counsel (.5)	0.50	375.00
03/15/2023	JC	Email corres re meeting (.4)	0.40	300.00
03/21/2023	JC	Email corresp w/ Mediator (.4)	0.40	320.00
03/22/2023	JC	Telephone call to Megan Reuther - spoke regarding next steps (.3); Email to judge buckley re next steps (.4) prep sc statement (.4)	1.00	800.00
04/05/2023	JC	Email corresp w/ mediator (.4)	0.40	320.00
05/11/2023	JC	Review various emails re mediation (1.)	1.00	800.00
05/23/2023	JC	Review emails w/ co-counsel and the mediator re final terms (.8)	0.80	640.00
05/30/2023	JC	Email corresp w/ co-counsel re resignation (.4)	0.40	320.00
05/31/2023	JC	Discussion w/ co-counsel re individual release (.8)	0.80	640.00
06/28/2023	JC	Email corres re settlement agreement and review TR (.4)	0.40	320.00
06/29/2023	JC	Appeared at the CMC (.4); Draft SA (3.5)	3.90	3,120.00
07/07/2023	JC	Email corresp w/ co counsel / amend errors in set agreement and send email to opc re set agreement (.8)	0.80	640.00
07/27/2023	JC	Follow up w/ opc re long form agreement (.4)	0.40	320.00
08/03/2023	JC	Prep Notice of Class action (1.5)	1.50	1,200.00
08/13/2023	JC	Email opc w/ draft notice and follow up re long form agreement (.8)	0.80	640.00
08/18/2023	JC	Telephone call to Manny Starr - spoke regarding [REDACTED] (.3) email Christina re call [REDACTED] (.4)	0.70	560.00
08/21/2023	JC	Call w/ Christina re [REDACTED] (.4) email opc for time for a call (.4)	0.80	640.00

08/24/2023	JC	Telephone call to Megan Reuther - spoke regarding SA (.3)	0.90	720.00
08/29/2023	JC	review email from MS (.3) email co-counsel re declarations (.3)		
08/30/2023	JC	Draft of PA MPA (7.)	7.00	5,600.00
	JC	Review further Redline to Class agreement, review/redline indy agreement, email ILYM for updated cost estimate with changed data (2.5); Prep Decl JC re PA / Kullar and costs etc (3.5)	6.00	4,800.00
09/02/2023	JC	Email to christina [REDACTED] (.4); Email kullar to Co Counsel (.4) Prep Decl of Morales re PA (1.5); Finalize indy agreement and email opc (.8) prep proo for PA (1.5)	4.60	3,680.00
09/05/2023	JC	Prep PROO re PA and email co-counsel (1.5) emails re settlement docs (.5) continued revisions to the MPA and Decl JC PA (1.)	3.00	2,400.00
09/06/2023	JC	Telephone call to Guadalupe (Lupe) Socorro Morales - spoke with the client re [REDACTED] (.30) call w/ OPC re PTO and resignation date (.3) review file for PTO checks (.8) email opc and review response (.4) email client w/ PTO issue (.4) email opc proo (.4)	2.80	2,240.00
09/07/2023	JC	Discussed [REDACTED] w/ the client (.4)	0.40	320.00
09/12/2023	JC	Follow up w/ Le re docs for filing (.4)	0.40	320.00
10/20/2023	JC	Edit proo and pro ntc to conform to TR (.8) email all (.4)	1.20	960.00
11/02/2023	JC	Ntc of entry of order and email to admin (.8)	0.80	640.00
11/28/2023	JC	Review status report (.4)	0.40	320.00
12/15/2023	JC	Prepare MPAs for FA (6.)	6.00	4,800.00
12/17/2023	JC	Continued work on MPAs for FA (5.)	5.00	4,000.00
12/22/2023	JC	Decl JC for FA and Fee Mtx (5.) Draft Fee Mtx (5.)	10.00	8,000.00
Total Fees			136.30	\$105,355.00

Time Summary

<u>Initials</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
JC	772.96	136.30	105,355.00

TOTAL NEW CHARGES**\$105,355.00****STATEMENT OF ACCOUNT**

Current Fees

105,355.00

AMOUNT DUE AND OWING TO DATE**\$105,355.00**

PER: _____

Janelle Carney