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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**
) **PRELIMINARY APPROVAL OF CLASS**
) **ACTION AND PAGA SETTLEMENT**
)
) Date: October 6, 2023
) Time: 9:00 a.m.
) Dept.: 28
)
) Action filed: September 22, 2021

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

1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am
4 counsel of record herein and I have personal knowledge of the facts herein. If called as a witness,
5 I could and would competently testify herein.

6 2. I have extensive experience in wage and hour class action litigation. This case seeks
7 to conditionally certify the matter for settlement purposes and obtain preliminary approval of a
8 non-reversionary settlement in the gross amount of \$940,000.00 on behalf of approximately 1,130
9 current and former non-exempt hourly individuals employed by Defendants at any time from
10 September 27, 2017, until the date of preliminary approval or sixty (60) days after the agreement is
11 signed, whichever is earlier, at any of the Defendant's California facilities.

12 3. Janelle Carney – Attorney at Law, APC specializes in the area of wage and hour
13 issues. For the last twenty-four (24) years, I have almost worked exclusively on class actions. I
14 graduated from Whittier College School of Law School and obtained my Jurisprudence Doctorate
15 in May 1998. I took the California Bar Examination in February 1999 and received my passing
16 results in May 1999. On June 8, 1999, I was admitted to practice law in the State of California and
17 the federal courts. I have remained in good standing as a member of the California Bar since
18 admission through the present time. I have litigated numerous successful wage and hour class
19 actions in California. From the date of my admission to the bar through December 31, 2020, I
20 solely worked at the Law Office of Joseph Antonelli. I became a partner at the Law Office of
21 Joseph Antonelli on July 1, 2007. On January 1, 2021, I opened my own firm, Janelle Carney –
22 Attorney at Law, APC. I have solely focused on wage and hour class actions during my tenure
23 with Law Office of Joseph Antonelli and continue to do so at the present time.

24 4. During my employment with the Law Office of Joseph Antonelli, our office in
25 conjunction with the Law Offices of Kevin T. Barnes, completed a court trial in the case of Mutuc
26 v. Huntington Memorial Hospital, Case No. BC288727. Joseph Antonelli and declarant have been
27 successful in obtaining favorable published opinions for employees in the state of California on at
28 least eight (8) major issues in each of the following cases:

- a. Huntington Memorial Hospital v. Superior Court (“Mutuc”) (2005) 131 Cal.App. 4th 893, 906;
- b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- c. Jaimez v. Daijohs USA, Inc., (2010) 181 Cal.App.4th 1286;
- d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th 1193;
- e. Cochran v. Schwan’s, (2014) 228 Cal.App.4th 1137;
- f. Falk v. Children’s Hospital Los Angeles, (2015) 237 Cal. App. 4th 1454;
- g. Laffitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;
- h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

These cases were landmark decisions in the manner in which the regular rate must be calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and overtime rate (Huntington Hospital); the criteria required to certify pay stub claim, waiting time penalty claim, and meal and rest break claim among other matters (Jaimez); protecting the interests of putative class members in a wage and hour case who want their identity protected (Tien); the standard to prove that an employer has waived its right to arbitrate an employment claim against an employee who filed a class action (Hoover); the standard of when an employer is required to reimburse employees for cell phone usage and other business expenses in order to perform the employees’ duties, even if there was no direct costs to the employees (Cochran); the application of the tolling doctrine as applied to subsequent class actions being filed when the previous class action was disposed of without a ruling on certification (Falk); the Laffitte decision laid out the requirements for approval of a class action settlement including an in depth analysis on the attorneys’ fees request on a common fund. In Laffitte, the California Supreme Court affirmed the trial court and appellate court ruling and holds that the attorney fee award made on a common fund basis (percentage of the settlement) is the law in California; and that employees whose employment is governed by a collective bargaining agreement have not waived their right to bring statutory claims in court unless there is a clear and unmistakable waiver of their rights (Vasserman).

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CLASS ACTION EXPERIENCE

I have previously served as class counsel in a number of class action cases, including wage and hour matters. The following is a sample of matters wherein I have been approved as class counsel:

NORTHERN CALIFORNIA COUNTIES

GOODYEAR

(1) On or about May 25, 2023, Honorable Theodore Zayner entered an Order Granting Final Approval and Judgment, in Franco v. The Goodyear Tire & Rubber Company, Santa Clara County Superior Court Case No. 22CV393403. My firm and other counsel were approved as class counsel for settlement purposes. Judge Zayner approved the settlement in the amount of **\$3,500,000.00**, awarded attorneys’ fees in the amount of \$1,666,666.67 (33.33% of the settlement), and awarded an enhancement to the three Class Representatives totaling \$30,000.00;

MANN+HUMMEL WATER & FLUID SOLUTIONS

(2) On or about May 9, 2023, Honorable Donna Geck entered an Order Granting Final Approval of Class Action and PAGA Settlement and Motion for Attorneys’ Fees, Costs, and Class Representative Service Payment, in Massey v. Mann+Hummel Water & Fluid Solutions, Inc., Santa Clara County Superior Court Case No. 21CV02965. My firm and Frontier Law Center were approved as class counsel for settlement purposes. Judge Geck approved the settlement in the amount of **\$800,000.00**, awarded attorneys’ fees in the amount of \$266,666.66 (33.33% of the settlement), and awarded an enhancement to the Class Representative of \$7,500.00;

LAND O’LAKES

(3) On or about May 27, 2022, Honorable Brian McCabe entered an Order Granting Final Approval of Settlement, in Inacio v. Land O’Lakes, Inc., et al., Merced County Superior Court Case No. 19CV-04520. Janelle Carney – Attorney at Law, APC, Frontier Law Center, and the Law Office of Joseph Antonelli and other counsel were approved as class counsel for settlement purposes. Judge McCabe approved the settlement in the amount of **\$500,000.00**, awarded attorneys’ fees in the amount of \$1,666,666.67 (33.33% of the settlement), and awarded an enhancement to the Class Representative in the amount of \$10,000.00;

1 **DOCTORS HOSPITAL OF MANTECA, INC.**

2 (4) On or about November 23, 2020, Honorable Jayne Lee entered an Order Granting
3 Final Approval of Settlement, in Lyle v. Doctors Hospital of Manteca, Inc., et al., San Joaquin
4 County Superior Court Case No. STK-CV-UOE-2016-6523. The Law Office of Joseph Antonelli
5 and other counsel were approved as class counsel for settlement purposes. Judge Strauss approved
6 the settlement in the amount of **\$3,750,000.00**, awarded attorneys' fees in the amount of
7 \$1,250,000.00 (33.33% of the settlement), and awarded an enhancement to the three Class
8 Representatives totaling \$7,900.00;

9 **JIFFY LUBE**

10 (5) On or about May 2, 2007 the Santa Clara Superior Court by the Honorable Jack
11 Komar entered an Order granting final approval in the matter of Jiffy Lube Overtime Cases, Santa
12 Clara Case No. 03CV817723. The Law Office of Joseph Antonelli and the Law Offices of Kevin
13 T. Barnes were approved as class counsel. The case involved mis-classification of defendant's
14 salaried exempt employees titled "General Managers," meal violations, rest violations, and pay
15 stub violations. The court approved the settlement in the amount of **\$6,000,000.00**. Each of the four
16 class representatives was awarded an individual award of \$20,000. Judge Komar also awarded
17 attorneys' fees in the amount of \$1,800,000;

18 **SAN BERNARDINO COUNTY**

19 **CHICK-FIL-A**

20 (6) On or about December 9, 2022, Hon. David Alvarez granted Final Approval of
21 Class Action Settlement in the amount of **\$105,000.00** in the matter of Caro v. EM KMR LLC dba
22 Chick-Fil-A/Colonies Crossroads San Bernardino Superior Court Case No. CIVD2126991.
23 Janelle Carney – Attorney at Law, APC was approved as Class Counsel for all purposes. Class
24 Counsel was awarded \$35,000.00 in attorneys' fees. Furthermore, the Court awarded the class
representative an enhancements in the amount of \$10,000.00..

25 **KAISER FOUNDATION HOSPITALS**

26 (7) On or about October 21, 2019, Hon. David S. Cohn granted Final Approval of Class
27 Action Settlement in the amount of **\$20,000,000.00** in the matter of Tilton v. Kaiser Foundation
28 Hospitals, San Bernardino Superior Court Case No. CIVDS1517937. The Law Office of Joseph

1 Antonelli, the Law Offices of Kevin T. Barnes, Law Offices of Sahag Majarian II, and United
2 Employees Law Group, PC were approved as Class Counsel for all purposes. Furthermore, the
3 Court did award class representative enhancements in the amount of \$30,000 to one lead Plaintiff
4 and \$20,000 to the second lead Plaintiff.

5 **ST. MARY MEDICAL CENTER**

6 (8) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of Class
7 Action Settlement in Sanchez v. St. Mary Medical Center, San Bernardino Superior Court Case No.
8 CIVDS1304898, approving a class action settlement of **\$5,750,000**. The Law Office of Joseph
9 Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law Group were approved as Class
10 Counsel for all purposes. The Sanchez matter was certified on several key subclasses, including
11 overtime theories on behalf of class members that were part of a union and not paid daily overtime
12 premiums and AWS theories. The Sanchez theories certified and set for trial were similar to claims
13 being litigated in the Tilton action. Furthermore, the Court did award \$15,000.00 for the class
14 representative, a former employee at the time she filed the class action complaint. Furthermore,
15 Judge Foster awarded attorneys' fees in the amount of 1/3 of the common fund in the amount of
\$1,916,666.60.

16 **UNIFIRST CORPORATION**

17 (9) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting Final
18 Approval of a Proposed Class Action Settlement in Alvidrez v. Unifirst Corporation, San
19 Bernardino Superior Court Case No. CIVRS 1308105, approving a class action settlement of
20 **\$1,100,000**. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
21 approved as class counsel for settlement purposes. Furthermore, the Court did award \$25,000.00
22 each for two (2) of the class representatives. Furthermore, Judge Ochoa awarded attorneys' fees of
23 \$330,000;

24 **AMERICAN INCOME LIFE INSURANCE COMPANY**

25 (10) On or about December 12, 2014, Hon. Keith D. Davis entered an Order Granting
26 Final Approval of a Proposed Class Action Settlement in Hoover v. American Income Life
27 Insurance Company, San Bernardino Superior Court Case No. CIVRS 910758, approving a class
28 action settlement of **\$6,250,000.00**. The Law Office of Joseph Antonelli and other counsel were

1 approved as class counsel. Furthermore, the Court did award \$25,000.00 each for two (2) of the
2 class representatives. Judge Davis also awarded attorneys' fees in the amount of \$2,083,333.33;

3 **LOS ANGELES COUNTY**

4 **HUNTINGTON MEMORIAL HOSPITAL**

5 (11) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas
6 Willhite entered an order granting class certification in Mutuc v. Huntington Memorial Hospital,
7 Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan
8 and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
9 were approved as class counsel and served as trial counsel in this matter, with trial testimony and
10 argument concluding on April 6, 2007. The matter was re-opened for closing argument on July 23,
11 2007. As set forth above the same issue that is present in the case at bar was at issue in the Mutuc
12 matter. The Mutuc matter was tried in approximately 12 days, including partial days and opening
13 and closing statements. Furthermore, there were a total 28 of witnesses who testified. The case
14 resulted in an approximate **\$32.8 million** award for the class and ultimately settled with the related
15 case of Kiely v. Huntington Memorial Hospital for \$60 million. The Court approved attorneys'
16 fees in the amount of \$18,000,000.00. Furthermore, the Court did award \$50,000.00 for each of
the Mutuc class representatives and \$20,000.00 for the Kiely representative;

17 (7a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an
18 Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys'
19 Fees, and Costs in the matter of Kiely v. Huntington Memorial Hospital, Los Angeles Superior
20 Court Case No. BC364972, which was settled together with related matter Mutuc v. Huntington
21 Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The Law Office of Joseph
22 Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for settlement
23 purposes;

24 **PAGADUAN V. TENET HEALTHCARE**

25 (12) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
26 others were approved as class counsel in the matter of Pagaduan v. Tenet Healthcare, JCCP No.
27 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl
28 West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action

1 settlement. The court approved the settlement in the amount of **\$85,000,000.00**. Furthermore, the
2 Court did award \$75,000 for each of the named class representatives. Additionally, the Court
3 awarded the requested \$7,500.00 to three (3) other representatives. Judge West also awarded
4 attorneys' fees in the amount of \$22,844,022.50;

5 **METHODIST HOSPITAL OF SOUTHERN CALIFORNIA**

6 (13) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting
7 Final Approval of a Proposed Class Action Settlement in Davis v. Methodist Hospital of Southern
8 California, Los Angeles Superior Court Case No. BC380177, approving a class action settlement of
9 **\$20.25 million**. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
10 approved as class counsel for settlement purposes. Furthermore, the Court did award \$20,000.00
11 for two (2) of the class representatives and \$5,000 for one class representatives. Judge Chaney also
12 awarded attorneys' fees in the amount of \$3,989,087.50;

12 **CHILDREN'S HOSPITAL LOS ANGELES**

13 (14) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the matter
14 of Mays v. Children's Hospital Los Angeles, Los Angeles Superior Court Case No. BC477830. On
15 or about May 17, 2016, the Honorable Ann I. Jones granted preliminary approval of class action
16 settlement in the amount of **\$27,000,000.00**, attorneys' fees in the amount of \$9,000,000.00, and
17 class representative enhancements to the five (5) Class Representatives in an amount totaling
18 \$67,500.00. At the final approval on September 19, 2016 the Court entered Final Approval of the
19 Class action settlement and awarded the attorneys' fees request of 33 1/3% in the amount of
20 \$9,000,000 in addition to awarding the class representative enhancements in the amounts requested
21 ranging from \$10,000 to \$25,000 for each of the five (5) representatives;

22 **GOOD SAMARITAN HOSPITAL**

23 (15) The Law Office of Joseph Antonelli was approved as class counsel in the matter of
24 Hoffman v. Good Samaritan Hospital, Los Angeles Superior Court Case No. BC564721. The
25 William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees
26 and Costs and Class Representative Enhancements and Motion for Conditional Certification and
27 Final Approval of Class Action Settlement on or about February 8, 2016, approving a settlement in
28 the amount of **\$6,175,000.00**, attorneys' fees in the amount of \$1,500,000.00 and Class

1 Representative Enhancements to the two (2) Class Representatives in the amount of \$25,000.00
2 each;

3 **WHITE MEMORIAL MEDICAL CENTER**

4 (16) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
5 Class Counsel in the matter of Chamber v. White Memorial Medical Center, et al. and Flynn v.
6 Glendale Adventist Medical Center, et al., Los Angeles Superior Court Case No. BC426335, in
7 which the Honorable William F. Highberger was presiding and approved a final settlement in the
8 amount of **\$8,750,000**, attorneys' fee request of \$2,916,966 and class representative enhancement
9 awards of \$40,000 to both class representatives;

10 **KAISER PERMANENTE HOSPITAL**

11 (17) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
12 Class Counsel in the matter of Martin v. Kaiser Foundation Hospitals, et al., Case No. BC395992
13 in which the Honorable Jane L. Johnson was presiding and approved a final settlement in the
14 amount of **\$21,750,000**, attorneys' fee request of \$5,437,500 and class representative enhancement
15 awards of \$90,000 to both class representatives;

16 **IRON MOUNTAIN**

17 (18) The Law Office of Joseph Antonelli was approved as Class Counsel in the matter of
18 Casanova v. Iron Mountain Information Management Services, Inc., Los Angeles Superior Court
19 Case No. BC543256, in which the Honorable Kenneth Freeman was presiding and approved a final
20 settlement on January 13, 2016, in the amount of **\$2,800,000.00**, attorneys' fee request of
21 \$840,000.00, and class representative enhancement award of \$6,500.00 to each of the three Class
22 Representatives;

23 **ROBERT HALF**

24 (19) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward R.
25 Ferns entered an order granting class certification in Lafitte v. Robert Half International, Inc., Los
26 Angeles Superior Court Case No.: BC321317. The Law office of Joseph Antonelli and Law Office
27 of Kevin Barnes were approved as class counsel. This case involved a mis-classification
28 concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final Approval
on April 10, 2013 approving the settlement of **\$19,000,000.00**. The Law Offices of Kevin T.

1 Barnes and Law Office of Joseph Antonelli were approved as class counsel in this certified matter.
2 The attorneys' fee award was in the amount of 33 1/3 % of the settlement. Furthermore, the Court
3 did award the cumulative amount of \$80,000.00 for the three (3) class representatives in the
4 individuals amounts of \$15,000.00, \$25,000.00 and \$40,000.00;

5 **FIRST CHOICE**

6 (20) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
7 approved as class counsel in the certified matter of Jaimez v. DAIOHS, U.S.A., Inc. (First Choice),
8 Los Angeles Superior Court Case No. BC372665. This case involved mis-classification of
9 employees, meal period and rest period violations, pay stub, and waiting time penalty classes. On
10 January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20,
11 2011, final approval was granted in the total amount of **\$1.7 million**. Furthermore, the Court did
12 award the cumulative amount of \$60,000.00 for the three (3) class representatives in the individual
13 amounts of \$10,000.00, \$20,000.00 and \$30,000.00. Judge Dau also awarded attorneys' fees in the
14 amount of \$600,000;

15 **LOWES**

16 (21) On or about April 16, 2008, the Los Angeles County Superior Court granted final
17 approval of a class action settlement in the matter of Hall v. Lowes HIW, Case No. BC325832.
18 The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as
19 class counsel. The court approved the settlement in the amount of **\$23,000,000.00**. The two (2)
20 lead class representatives received \$25,000 each as individual awards. The Court also awarded
21 attorneys' fees in the amount of \$5,750,000;

22 **ORANGE COUNTY**

23 **ST. JUDE HOSPITAL**

24 (22) On or about September 10, 2018, the Honorable William Claster entered an Order
25 and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement
26 and Motion for Final Approval of Class Action Settlement in the matter of Davis and Krajec v. St.
27 Jude Hospital and Mission Hospital Regional Medical Center, Orange County Superior Court Case
28 No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli and the Law Offices of
Kevin T. Barnes were approved as class counsel. Judge Claster awarded attorneys' fees of

1 \$2,141,000, from the gross settlement value of **\$7,500,000** and the Court did award enhancement
2 amounts of \$12,000, for Leah Davis, a current employee and class representative and \$10,000 for
3 Amy Krajec, Marilyn Lentini, and Sandra Murray each of the other three (3) former employees and
4 class representatives;

5 **MILLER V. CHOC**

6 (23) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order
7 and Judgment Granting Final Approval of Class Action Settlement in the matter of Miller v.
8 Children's Hospital of Orange County, Orange County Superior Court Case No. 30-2014-
9 00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of Dennis
10 Moss were approved as class counsel Judge Andler awarded attorneys' fees of \$1,500,000 or 30%
11 of the gross settlement value of **\$4,500,000.00** and an enhancement award of \$10,000 (the amount
12 requested by Class Counsel) for Class Representative, Erik Mara;

13 **MARACINE v. MESA VERDE CONVALESCENT HOSPITAL**

14 (24) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order
15 Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in
16 Maracine v. Mesa Verde Convalescent Hospital, Inc., Orange County Superior Court Case No. 30-
17 2015-00780115-CU-OE-CXC, approving a class action settlement of **\$1,375,000.00**. The Law
18 Office of Joseph Antonelli was approved as Class Counsel for settlement purposes. Furthermore,
19 the Court did award \$20,000.00 for the class representative. Judge Sanders also awarded attorneys'
20 fees in the amount of \$412,500;

21 **PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY**

22 (25) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
23 others were approved as class counsel and other counsel were approved by the Orange County
24 Superior Court by Judge David Velasquez, as Class Counsel in the matter of Pate, et. al. v.
25 Children's Hospital of Orange County (CHOC), Case No. 05CC00303 and a related case of York
26 v. CHOC, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted class
27 certification in Pate, and on March 23, 2012 final approval was granted in both matters, totaling in
28 the amount of **\$17,500,000**. Furthermore, the Court did award amounts ranging from \$25,000,

1 \$15,00 and \$10,000 for each of the four (4) class representatives. The Court also awarded
2 attorneys' fees in the amount of \$4,686,862 in the Pate matter, and \$375,000 in the York matter;

3 **ST. JOSEPH HOSPITAL OF ORANGE (SJHO)**

4 (26) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order
5 Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter of
6 Oberschlake v. St. Joseph Hospital of Orange, Orange County Superior Court Case No.
7 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
8 approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock further
9 entered Orders Granting Preliminary and Final Approval of Class Action Settlement. Judge Stock
10 did award attorneys' fees of \$4,000,000 or 33.33% of the gross settlement value of **\$12,000,000**.
Furthermore, the Court did award \$20,000.00 for each of the class representatives;

11 **HOAG**

12 (27) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting Final
13 Approval of Class Action Settlement in Corona v. Hoag Memorial Hospital Presbyterian, Orange
14 County Superior Court Case No 30-2009-00295587. The Law Office of Joseph Antonelli and the
15 Law Offices of Kevin T. Barnes were approved as class counsel. Judge Andler did approve the
16 gross settlement of **\$4,000,000**. Furthermore, the Court did award \$20,000.00 for each of the class
17 representatives. Judge Andler also awarded attorneys' fees in the amount of \$1,333,320.00;

18 **STAPLES**

19 (28) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class
20 certification in Staples Overtime Cases, JCCP No. 4235. The Law Office of Joseph Antonelli, the
21 Law Offices of Kevin T. Barnes, and others were approved as class counsel. The case involved
22 misclassification of defendant's salaried exempt "manager" employees. The Court also entered
23 Final Approval Order on or about April 16, 2008, approving a class action settlement in the amount
24 of **\$38,000,000**. Furthermore, the Court did award \$5,000.00 for five (5) of the class
25 representatives. Judge Bauer also awarded attorneys' fees in the amount of \$11,400,000;

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SAN DIEGO COUNTY

VIBRA HEALTHCARE WAGE AND HOUR CASES

(29) On or about September 7, 2018, Honorable Richard E.L. Strauss entered an Order Granting Final Approval of Settlement, in Vibra Healthcare Wage and Hour Cases, JCCP No. 4874. The Law Office of Joseph Antonelli and other counsel were approved as class counsel for settlement purposes. Judge Strauss approved the settlement in the amount of **\$5,500,000.00**, awarded attorneys' fees in the amount of \$1,833,150.00 (33.33% of the settlement), and awarded an enhancement to the three Class Representatives totaling \$35,000.00;

CLASSIC RESIDENCE MANAGEMENT, LP dba VI

(30) On or about May 31, 2016, Honorable Richard E.L. Strauss entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees and Costs and Class Representative Enhancement; and Motion for Conditional Certification and Final Approval of Class Action Settlement, in Victoriano v. Classic Residence Management, LP dba Vi, San Diego Superior Court Lead Case No. 37-2014-00028031-CU-OE-CTL. The Law Office of Joseph Antonelli was approved as class counsel for settlement purposes. Judge Strauss approved the settlement in the amount of **\$3,000,000.00**, awarded attorneys' fees in the amount of \$900,000.00 (30% of the settlement), and awarded an enhancement to the Class Representative in the amount of \$25,000.00;

PARTY CITY

(31) On or about April 6, 2009, the San Diego Superior Court entered an Order Granting Plaintiff's Motion for Class Certification in the matter of Grassi v. Party City Corporation, San Diego Superior Court Case No. GIC874341. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel in this certified matter. The San Diego Superior Court entered a Final Approval order on October 15, 2010, approving a class wide settlement in the amount of **\$1,495,000.00**. Furthermore, the Court did award \$ 25,000.00 for the class representative. Judge Steven R. Denton also awarded attorneys' fees in the amount of \$498,283.50.

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RIVERSIDE COUNTY

PARKVIEW COMMUNITY HOSPITAL

(32) On or about September 13, 2016, Hon. Sharon J. Waters entered an Order and Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and Motion for Final Approval in the matter entitled Bart v. Parkview Community Hospital Medical Center, Riverside Superior Court Case No. RIC 1406044, approving a class action settlement of **\$2,550,000.00**. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Furthermore, the Court did award \$35,000.00 for the class representative. Judge Waters also awarded attorneys' fees in the amount of \$805,000;

UNITED STATES DISTRICT COURT

GARCIA v. WAL-MART STORES

(33) On or about September 28, 2018, Hon. Terry J. Hatter entered an Order Granting Plaintiff's Motion for Class Certification, as to various classes and subclasses in Garcia v. Wal-Mart Stores, Inc., United States District Court Case No. 5:16-CV-01645-TJH-RAO. The Law Office of Joseph Antonelli, Law Offices of Kevin T. Barnes, and Law Office of Raphael A. Katri have been appointed class counsel in said matter. The trial in this matter is currently set for January 23, 2023.

MOSQUEDA V. UNIFIRST

(34) On or about December 17, 2015, Hon. Andre Birotte entered an Order Granting Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement in Mosqueda v. Unifirst Corp., United States District Court Case No. CV 14-05324-AB (VBx). The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel for settlement purposes. The settlement approved was in the amount of **\$2,600,000.00**. The Court did award \$25,000.00 for the class representative enhancement to the former employee class representative. The court awarded the attorneys' fees in the amount of \$780,000.00 or 30% of the common fund;

KINDRED HEALTHCARE

(35) On or about March 5, 2013, the Honorable Dean D. Pregerson entered an Order Granting in Part and Denying in Part Plaintiffs' Joint Motion for Class Certification of

1 approximately 9,000 class members who worked at approximately 16 Kindred facilities in
2 California, in the matter of Escano v. Kindred Healthcare Operating, Inc., United States District
3 Court Case No. CV 09-04778 DDP (RZx). The Law Office of Joseph Antonelli, the Law Offices of
4 Kevin T. Barnes, and others were approved as class counsel. Thereafter on or about September 29,
5 2014, the Court entered an order granting preliminary approval of a **\$16.5M** settlement, including
6 an award of 33 1/3% in attorney fees and awarding the class representative enhancements in the
7 amounts requested ranging from \$25,000.00 to \$20,000.00 for each of the five (5) representatives;

PROCARE ONE NURSES, LLC

8 (36) On or about November 21, 2011, Hon. Christina A. Snyder entered an Order
9 Granting Final Approval of a Proposed Class Action Settlement and Judgment Thereon in Nesbitt
10 v. Procare One Nurses, LLC, United States District Court Case No. 10-CV-09224-CAS-JEM. The
11 Law Office of Joseph Antonelli and one other firm were appointed class counsel. The settlement
12 was approved in the amount of **\$1,800,000.00**. Furthermore, the Court did award \$20,000.00 for
13 the class representative. The court awarded the attorneys' fees in the amount of \$780,000.00 or
14 30% of the common fund; and

WERNER ENTERPRISES, INC.

15 (37) On or about March 4, 2013, Hon. Margaret M. Morrow entered an Order and
16 Judgment Granting Final Approval of Class Action Settlement, Attorney's Fees and Costs and
17 Class Representative Enhancement in Simona Montalvo v. Werner Enterprises, Inc., United States
18 District Court Case No. EDCV11-294MMM (OPx). The Law Offices of Kevin T. Barnes and the
19 Law Office of Joseph Antonelli were approved as class counsel. The settlement was approved in
20 the amount of **\$575,000.00**. Furthermore, the Court did award \$7,500.00 for the class
21 representative. The court awarded the attorneys' fees in the amount of \$191,666.66.

22 5. I believe that the settlement achieved is excellent as a result of various factors.
23 This case and is being presented for preliminary approval after nearly two (2) years of litigation
24 including written discovery, filing a motion for coordination, and lengthy arm's length negotiations
25 that spanned six (6) months.

26 6. The class size is approximately 1,130 employees based on Defendants' data
27 provided during the informal exchange of data in conjunction with mediation. The class is
28

1 numerous and ascertainable, as all are current or former employees with Defendants. Further,
2 Plaintiffs allege commonality with common questions of law and facts; the Plaintiffs have typical
3 claims as to the entirety of the class members; the Plaintiffs have no claims that are antagonistic to
4 the class members; the Plaintiffs and Class Counsel are adequate representative and counsel,
5 respectively; and the class action mechanism is a superior mechanism to resolve the claims of the
6 approximately 1,130 Class Members. Plaintiffs, Lupe Morales, Erika Muniz and Blanca Navarro's
7 declarations are filed concurrently herewith.

8 7. While the details of the settlement for the Class Members are set forth in the
9 proposed CLASS ACTION AND PAGA SETTLEMENT AGREEMENT ("Settlement
10 Agreement"), the settlement for each participating Class Member and PAGA Representative
11 Action Member is fair, reasonable, and adequate, given the inherent risk of litigation, the risk
12 relative to class certification, and the costs of litigation. A true and correct copy of the Settlement
13 Agreement attached hereto as **Exhibit 1** has been signed by all parties.

14 8. Pursuant to Kullar v. Footlocker Retail Inc., 168 Cal. App 4th 116, 118 and Dunk
15 v. Ford Motor Co., (1996) 48 Cal.App.4th 1794, the following describes the settlement's
16 reasonableness. This case has had a concentrated litigation history as the parties had swiftly moved
17 this case quickly to the current stage, while conserving resources, including a motion for
18 coordination filed with the judicial council. Plaintiffs recognize the expense and length of
19 continued proceedings necessary to continue the litigation against Defendants through trial and
20 through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of
21 denial of motion for class certification and the uncertain outcomes resulting from further litigation,
22 and the difficulties and delays inherent in such litigation. Plaintiffs are also aware of the burdens of
23 proof necessary to establish liability for the claims asserted in the Action, Defendants' defenses
24 thereto, and the difficulties in establishing damages for the Plaintiffs and Class Members.

25 On February 27, 2023, the Parties participated in an all-day mediation presided over by
26 Hon. Daniel Buckley (Retired). Judge Buckley continued to work with the parties to settle the
27 action months after the mediation concluded, which led to the Class Action and PAGA Settlement
28 Agreement. Based on the foregoing, Plaintiffs have determined that the settlement is a fair,
adequate and reasonable settlement and is in the best interests of the Class Members.

The reasonable exposure value and settlement value are as follows:

CLAIM	REASONABLE EXPOSURE	SETTLEMENT VALUE	%
MEAL	\$750,000	\$400,000.00	53%
REST	\$625,000	\$160,000.00	26%
REGULAR RATE	\$4,788	\$4,788.00	100%
OFF THE CLOCK	\$800,000	\$200,000.00	25%
PAY STUBS	\$300,000	\$130,000.00	43%
WAITING TIME PENALTIES	\$500,000	\$45,212.00	9%
TOTALS	\$ 2,979,788.00	\$940,000.00	32%
PAGA	\$500,000	\$50,000	10%

The exposure and settlement values are based on the following:

A. **Strength of the Plaintiffs' Case:** The parties have exchanged both formal and informal written discovery and several hundred pages of documents. Declarant has further investigated the applicable law as applied to the facts discovered regarding the alleged claims, damages, and potential defenses thereto, and hired an expert to review and analyze the payroll and timekeeping records.

In pertinent part, the investigation has yielded the following: Plaintiffs generally allege that Plaintiffs, the putative class, and aggrieved employees have suffered damages; that Defendant did not properly calculate the "regular rate of pay" resulting in underpayments to Plaintiffs, the putative class, and aggrieved employees of wages and overtime premiums owed to them; that Defendants did not pay Plaintiffs, the putative class, and aggrieved employees all wages and overtime premiums owed to them as a result of a practice of off-the-clock work and on-duty meal and rest periods; that Defendants did not pay Plaintiffs, the putative class, and aggrieved employees all premium wages for meal and rest period violations; that Defendants did not provide Plaintiffs, the putative class, and aggrieved employees with legally compliant accurate itemized wage statements; that Defendants owe wages, penalties, liquidated damages, waiting time penalties, interest, attorneys' fees or other damages of any kind based on a failure to fully or

1 timely compensate Plaintiffs, the putative class, and aggrieved employees for all hours worked at
2 any time on or before the last day of the Relevant Time Period while working for Defendants
3 (whether based on contract, the California Wage Orders, the California Labor Code, or any other
4 applicable law); that Defendants engaged in alleged unlawful, unfair and/or fraudulent business
5 practices under California and Business and Professions Code §17200 *et seq.*; that Defendants
6 violated the Labor Code Private Attorney General's Act of 2004 ("the PAGA Claim") and that
7 Plaintiff, the putative class, and aggrieved employees were harmed by the conduct alleged in the
8 Action. Thus, Plaintiffs demanded various amounts for wages, penalties, interest, costs, attorneys'
9 fees, and other damages, on behalf of themselves, the putative class, and aggrieved employees.
10 Here, class treatment is warranted for the class, as to Plaintiffs' meal and rest period claims, the
11 wage statement claims, and the failure to pay all wages claims.

12 Accordingly, the full exposure at trial excluding the discretionary PAGA penalties based on
13 the reasonable valuation and discounting for risk factors for the class members would have been
14 approximately \$2,979,788.00. Thus, the settlement of \$940,000.00 represents approximately 32%
15 of reasonable value of the case which is an excellent result for the class members and aggrieved
16 employees. Plaintiffs calculated the reasonable PAGA penalties to be valued at \$500,000.00 based
17 on this being an initial violation against Defendants. Plaintiffs believe the few cases that reported a
18 PAGA trial that the discretionary penalties are discounted by approximately 75%-85%. The
19 parties have agreed to allocate \$50,000.00 or approximately 10% of the PAGA penalties to this
20 claim.

21 B. The risk, expense, complexity and likely duration of further litigation: Continued
22 litigation would have been costly with uncertain recovery. While Plaintiffs strongly believe in their
23 case, individual issues could have been a factor in determining damages and possible
24 decertification, which would have resulted in the class receiving nothing.

25 C. The risk of maintaining class action status through trial: Plaintiffs were confident in
26 his ability to maintain class certification status as to the paystub class. Therefore, uncertainty as to
27 individual issues could have prevented the matter going forward as a class action through to trial.

28 D. With respect to the amount of the settlement, the number of "cents on the dollar" or
percentage of total damages the settlement represents, a fair and reasonable settlement amount.

1 Accordingly, the settlement presented to the Court is approximately 32% of the reasonable
2 evaluation of the entire case exposure. Plaintiffs discounted the claims for reasonable factors, as
3 set forth above. Overall, under the Dunk and Kullar factors, the amount of the settlement given the
4 risks of potentially being subject to decertification and ultimately liability given the current
5 uncertainty in the law demonstrates that the settlement is fair and reasonable.

6 **A. Regular Rate**

7 The Plaintiffs allege improper calculation of the regular rate. Defendants maintained
8 improper policies by failing to properly calculate the regular rate, including but not limited to
9 failing to include non-discretionary bonus pay into the regular rate of pay. This would be a highly
10 contested legal issue that the parties would each have sought summary adjudication as Defendant
11 denies that any bonuses were non-discretionary and maintained that the bonuses were not required
12 to be included in the regular rate for overtime purposes. In reality, the full exposure on the regular
13 rate claim is approximately **\$4,788.00**. Accordingly, the Plaintiffs placed reasonable value of the
14 regular rate claim for settlement purposes at a **\$4,788.00** valuation based on the risk and likelihood
15 of pursuing through trial. This valuation takes into consideration Plaintiffs' counsels' analysis of
16 the law, evidence produced by the Defendants. This valuation is **100%** of the reasonable value of
the regular rate claim.

17 **B. Meal and Rest Period Claims**

18 The Plaintiffs' theory on the meal break claim was based on Defendants' failure to provide
19 Plaintiffs and the putative class members with compliant meal and rest periods under California
20 law. Defendant policies did not provide for compliant meal and rest breaks. Plaintiffs and the
21 putative class members from being able to take timely, legally compliant meal and rest breaks.
22 Defendants failed to adopt, implement, and enforce a uniform meal period policy that complied
23 with California law. For example, Defendants had a practice of requiring employees to work
24 through their meals while they remain on site, thereby failing to provide Plaintiffs and the putative
25 class members with duty-free meal periods as required by California law. The difficulty in
26 Plaintiffs' theory is that this would require survey experts and an analysis to ensure that there was a
27 company-wide practice at all the locations.

1 Plaintiffs' expert calculated the actual and reasonable maximum meal break exposure to be
2 approximately **\$750,000.00**. This calculation was arrived at by reviewing the data and analyzing all
3 shifts in excess of 5 hours. Thereafter, Plaintiffs applied a violation rate on average of 53% to
4 arrive at the reasonable exposure figure of \$400,000.00. The higher violation rates occurred in the
5 beginning of the class period with a lower violation rate at the end of the class period. Plaintiffs
6 further discounted the meal break claim to account for individual issues and the various facilities,
7 risks of certification, and liability to arrive at a reasonable settlement value of this claim at
8 **\$400,000.00** or approximately **53%** of the reasonable maximum exposure.

9 As to the rest period claim, Plaintiffs allege that Defendants failed to adopt, implement, and
10 enforce a uniform rest period practice that complied with California law. Defendants failed to
11 authorize and permit Plaintiffs and the putative class members to take duty-free rest periods of 10
12 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs and the
13 putative class members to regularly work through their rest periods to complete their duties and/or
14 remain on the premises for the premises for their breaks. As such, Plaintiffs and the putative class
15 members were not authorized and permitted to take their duty-free off premises rest periods.
16 Plaintiffs relied on their personal experience to arrive at a reasonable exposure value of **\$625,000**.
17 This reasonable exposure is based on a violation rate of approximately of 3 rest break violations per
18 pay period. Plaintiffs place a reasonable settlement value of **\$160,000.00** or approximately **26%** to
19 account for potential difficulties in certifying a rest period class and for liability purposes.
20 Defendant contends that the class is not amenable to certification as a result of a myriad of
21 individual issues. Accordingly, the settlement value results in an approximate 1 rest violations per
22 pay period.

22 C. Off-the-Clock

23 Plaintiffs allege that Defendants failed to pay Plaintiffs and the class for all hours worked.
24 Specifically, Plaintiffs would be asked to complete additional work by supervisors after they had
25 clocked out at the end of their shift. The full exposure on the off-the-clock claim is approximately
26 **\$800,000.00**. Accordingly, the Plaintiffs placed reasonable value of the off-the-clock claim for
27 settlement purposes at a **\$200,000.00** valuation based on the risk and likelihood of pursuing
28 through trial given the lack of objective evidence and the fact the practices at each facility may be

different. This valuation takes into consideration Plaintiffs' counsels' analysis of the law, evidence produced by the Defendants. This valuation is **25%** of the reasonable value of the off-the-clock claim.

D. Paystub Claim

As to the paystub penalty, Defendants failed to properly calculate the rates of pay per the bonus. This claim is derivative claim for above violations. To reiterate these theories are as follows: deficient paystubs due to (1) (derivative) failure to list the correct gross wages earned, net wages earned, and the applicable hourly rates (including the correct overtime rate) as a result of the regular rate miscalculation on overtime rates in those pay periods that the bonuses paid covered. The Plaintiffs arrived at a maximum reasonable exposure of this claim of approximately **\$300,000.00**. This figure was arrived at by first calculating the exposure on the unreasonable assumption that 100% of each wage statement that was provided to the class members violated LC §226, this maximum exposure, provided a baseline in determining the reasonable value. Plaintiffs believe the reasonable settlement value of this claim is approximately **\$130,000.00**, or **43%** of the reasonable exposure, is proper. This is especially true given the case of *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308 (2018), where the Court of Appeal has stated pure derivative pay stub claims are not viable and there is a question now in light of *Naranjo v. Spectrum Sec. Servs., Inc.*, 13 Cal. 5th 93, 117, (2022) "In short, missed-break premium pay constitutes wages for purposes of Labor Code section 203, and so waiting time penalties are available under that statute if the premium pay is not timely paid. We disapprove *Ling v. P.F. Chang's China Bistro, Inc.*, supra, 245 Cal.App.4th 1242, to the extent its discussion of Labor Code sections 203 and 226.7 is inconsistent with this opinion."

E. Waiting Time Penalty

The waiting time penalty claim is derivative. Accordingly, the reasonable exposure of this claim is approximately **\$500,000.00**. The reasonable exposure is based on the assumption that Plaintiffs could prevail on approximately **9%** of the full value of the claim. The Plaintiffs discounted the full value of the claim as it is not reasonable to believe that the Court would award 100% of waiting time penalties to each class member that is no longer with the company, on a pure derivative basis. The reasonable exposure is based on risk and the fact that waiting time penalties

1 are not awarded if a good faith dispute exists as the class would not have been able to prove
2 “willful” withholding of wages. Furthermore, as stated above, this was a derivative claim.
3 Plaintiffs considered that under Labor Code §203 there is only a penalty if "an employer willfully
4 fails to pay" all wages due to an employee upon separation. Willfulness does not exist if there is a
5 "good faith dispute," in fact or law that wages were due, even if the employer's reasoning
6 ultimately proves incorrect. Amoral v. Cintas Corp. (2008) 163 10 Cal.App.4th 1 157, 1204; Title 8
7 Cal. Code Regs. § 13520 ("A 'good faith dispute' that any wages are due occurs when an employer
8 presents a defense, based in law or fact which, if successful, would preclude any recover on the part
9 of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a
10 good faith dispute did exist.")

11 Once Plaintiffs determined the maximum reasonable value of the claim, Plaintiffs reviewed
12 the data provided and determined that Plaintiffs and the class had about a 9% chance to recover on
13 the reasonable settlement exposure. Accordingly, Plaintiffs arrived at the reasonable settlement
14 value of **\$45,212.00** for the waiting time penalty claim.

15 9. The settlement class is composed of:

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

20 10. The settlement amount is fair and reasonable based on a review of all objective
21 evidence. The parties’ assessment of the matter is based on extensive research before and during
22 the litigation and the informal production of data and policies as part of the agreement to mediate
23 this matter. Additionally, Plaintiffs hired an expert to evaluate the time and payroll records that
24 were produced for mediation purposes.

25 11. This settlement, subject to the Court's approval, is the product of tremendous
26 effort, and a great deal of expense by the parties and their counsel. The settlement was reached
27 after factual and legal research, discovery, including informal data exchange, including the
28 Plaintiffs’ and class payroll records and sampling of time records, review of hundreds of pages of
documents, and one (1) full-day mediation.

1 12. I believe that the class representative individual award of Ten Thousand Dollars
2 (\$10,000.00) each to Lupe Morales, Erika Muniz, and Blanca Navarro is fair and reasonable.
3 Furthermore, the enhancement does include a very broad and comprehensive general release, a
4 Civil Code §1542 General Release. See the Declarations of Lupe Morales, Erika Muniz, and
5 Blanca Navarro filed concurrently herewith. Plaintiffs were instrumental in providing information
6 throughout this litigation and was vigilant to ensure class members were fairly treated. Plaintiffs
7 did sign a Retainer Agreement and Duties of Class Representative documents indicating that he
8 understood the risks and obligations of acting as a Class Representative.

9 13. The Class Representatives were instrumental in getting the settlement figure for
10 the benefit of the class. There are few individuals that are willing to act as Class Representatives
11 in these types of actions. There is no doubt that without the Class Representatives' hard work,
12 diligence, and willingness to assume a large financial risk, there would have been no recovery in
13 this case. Furthermore, the class representatives do not have any conflicts of interest or claims
14 that were antagonistic to the class claims that would prevent him from fairly and adequately
15 protecting class interests through trial.

16 14. The parties have agreed to utilize the services of ILYM Group, Inc. ("ILYM") to
17 serve as the Settlement Administrator. Declarant has obtained bids for Settlement Administrator
18 services from two (2) separate companies. A true and correct copy of ILYM's estimate dated
19 August 30, 2023, to administer this settlement is attached hereto and marked as **Exhibit 2**. Said
20 costs should not exceed **\$22,000.00**.

21 15. A true and correct copy of ILYM's qualifications is attached hereto and marked as
22 **Exhibit 3**.

23 16. The parties have allocated \$50,000.00 of the Maximum Settlement Amount as
24 Private Attorney General Act (Labor Code §2698, Et. Seq.) "PAGA" penalties. (**Exh. 1** Settlement
25 Agreement ¶3.2.5.) Furthermore, my office has uploaded the Settlement Agreement to the LWDA
26 on September 13, 2023. My office will upload the Notice of Motion, the Memorandum of Points
27 and Authorities, and the declarations in support of the proposed settlement to the LWDA, pursuant
28 to Labor Code § 2699 (1)(2) upon filing these papers. See Proof of Submission (**Exh. 4**, hereto).

1 17. Janelle Carney – Attorney at Law, APC, Frontier Law Center, and the Wilshire Law
2 Firm have always been prepared to zealously pursue this case on behalf of the Class Members
3 through trial on the merits if necessary. All Class Counsel in this settlement maintained the best
4 interests of the class members in litigating the case and ultimately settling the matter. All counsel
5 has agreed to a fee split and advised Plaintiffs of the fee split in writing and obtained consent of the
6 class representative of the fee split which is set forth in this paragraph. The client and class
7 representatives have approved of the fee split in a written agreement as required by California
8 Rules of Professional Conduct 2-200(A). The fee split provides that counsel for Plaintiff Lupe
9 Morales, Janelle Carney – Attorney at Law, APC and Frontier Law Center will split **60%** of the
10 attorneys’ fees. Wilshire Law Firm, counsel for Plaintiff Erika Muniz and Blanca Navarro, will
11 receive **40%** of the attorneys’ fees. The total amount of attorneys’ fees requested in this matter is
12 \$313,333.33. Accordingly, assuming the Court awards the full amount of attorneys’ fees, the fee
split would result as follows:

Janelle Carney – Attorney at Law, APC:	\$94,000.00
Frontier Law Center:	\$94,000.00
Wilshire Law Firm:	\$125,333.33
Total Fee Request	\$313,333.33

17 18. Janelle Carney – Attorney at Law, APC’s (JCAL) costs are approximately \$5,682.91
18 as of the date of this declaration. Attached to this declaration as **Exhibit 5** is a true and correct
19 copy of JCAL’s cost bill. Frontier Law Center and Wilshire Law Firm are submitting their own
20 itemized cost bills attached as exhibits to their respective declarations, filed concurrently herewith.
21 Plaintiffs’ attorneys request a cost reimbursement of not more than \$25,000.00, exclusive of
22 Settlement Administration Costs. Class counsels’ total costs to date are as follows:

JCAL:	\$5,682.91
Frontier Law Center:	\$4,971.37
Wilshire Law Firm:	\$11,907.51
Total:	\$22,561.79

26 Declarants will provide a supplemental detailed cost bill along with the Final Approval
27 Declaration to verify said costs incurred and requested. Plaintiffs further requests a reasonable
28

1 future cost estimate from the date of Preliminary Approval through final distribution of \$1,500, as
2 the current cost figures do not include final billing of costs that will result during the claims process
3 and Final Approval filings, but of course, declarants will update the Court with costs incurred at the
4 time of filing the Final Approval papers in this action. I have reviewed each cost incurred to date
5 and believe each cost to be reasonable and necessary in order to effectively prosecute the claims of
6 the class.

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

9 Executed at Chino Hills, California on this 13th day of September, 2023.

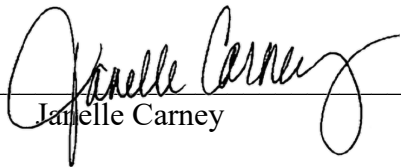
10 
11 Janelle Carney

Exhibit 1

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

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between the Parties to the civil action entitled *Sunshine Retirement Wage and Hour Cases, JCCP*
3 *No. 5247* currently pending in the Sacramento Superior Court (the “Action”). Plaintiffs Lupe
4 Morales, Erika Muniz, and Blanca Navarro (“Plaintiffs”) on behalf of themselves, the Class
5 Members, and the PAGA Representative Action Members, and Sunshine Retirement Living, LLC
6 (hereinafter collectively referred to as “Defendant”) are collectively referred to as “the Parties” or
7 individually as “Party.”

8 **1. DEFINITIONS.**

9 1.1. “Action” means the civil action entitled *Sunshine Retirement Wage and Hour Cases,*
10 *JCCP No. 5247* currently pending in the Sacramento Superior Court.

11 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to
12 appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
14 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in
16 connection with Preliminary Approval of the Settlement.

17 1.4. “Class Members” means all current and former non-exempt hourly individuals
18 employed by Defendants at any time from September 27, 2017, until the date of preliminary
19 approval or sixty (60) days after the agreement is signed, whichever is earlier, at any of the
20 Defendant’s California facilities.

21 1.5. “Class Counsel” means Janelle Carney of Janelle Carney – Attorney at Law, APC,
22 Manny Starr and Adam Rose of Frontier Law Center and Christina Le, Justin F. Marquez, and
23 Zachary Greenberg, of Wilshire Law Firm.

24 1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
25 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees
26 and expenses, respectively, incurred to prosecute the Action.

27 1.7. “Class Data” means Class Member identifying information in Defendant’s possession
28 including the Class Member’s name, last-known mailing address, Social Security number, and
number of Class Period Workweeks and PAGA Pay Periods.

1.8. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Representative Action Member).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, if applicable in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from September 27, 2017, until the date of preliminary approval or sixty (60) days after the agreement is signed, whichever is earlier.

1.13. "Class Representative" means Lupe Morales, Erika Muniz, and Blanca Navarro, the named Plaintiffs in the operative complaints in the Action seeking Court approval to serve as a Class Representative.

1.15. "Court" means the Superior Court of California, County of Sacramento.

1.16. "Defendant" means Sunshine Retirement Living, LLC.

1.17. "Defense Counsel" means Haley Morrison and Megan Reuther of Tonkon Torp.

1.18. "Effective Date" means the date by when both of the following have occurred:

- (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement,
- and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
 - (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
 - (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means \$940,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 10 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administrator's Expenses. Class Counsel Fees and Class Counsel Expenses include, without limitation, all such fees and costs incurred to date, as well as such fees and costs to be incurred in documenting the settlement, securing Court approval of this Settlement Agreement, and obtaining judgment in the Action.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Pay Periods worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Representative Service Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, and Defendant's share of employer taxes will be paid separately. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which a PAGA Representative Action Member worked for Defendants for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from September 27, 2020, until the date of preliminary approval.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notice" means Plaintiffs' letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500.00) and the 75% to LWDA (\$37,500.00) in settlement of PAGA.

1.35. "Participating Class Member" refers to a Class Member who does not opt out of the class.

1.36. "Plaintiff" means Lupe Morales, Erika Muniz, and/or Blanca Navarro, the named plaintiffs in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.

1.41. "Released Parties" means: Defendant and its subsidiaries, facilities, parents and attorneys, and each of their company-sponsored employee benefit plans, including but not limited to Folsom Retirement LP, Antioch Retirement Residence LP, Deer Park Retirement Residence LP, La Mesa Retirement Residence LP, LaQuinta Investors LP, Canterbury Court Investors LLC, and Fountain Valley Senior Living LLC, and their respective successors and predecessors in interest, , subsidiaries, all of their respective officers, directors, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors shareholders, managers, general

1 partners, employees, agents, principals, owners, founders, heirs, representatives, accountants,
2 auditors, consultants, attorneys, and insurers.

3 1.42. "Representative Service Award" means the payment to the Class Representatives for
4 initiating the Action and providing services in support of the Action.

5 1.43. "Request for Exclusion" means a Class Member's submission of a written request to
6 be excluded from the Class Settlement signed by the Class Member.

7 1.44. "Response Deadline" means forty-five (45) days after the Administrator mails Notice
8 to Class Members and shall be the last date on which Class Members and may: (a) mail Requests
9 for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement.

10 1.45. "Settlement" means the disposition of the Action effected by this Agreement and
11 the Judgment.

12 1.46. "Workweek" means any week during which a Class Member worked for Defendant
13 for at least one day, during the Class Period.

14 **2. RECITALS.**

15 2.1. Plaintiff Morales filed her original complaint in Sacramento County Superior Court
16 on September 27, 2021. Thereafter, Plaintiff Morales filed a First Amended Complaint ("FAC")
17 on November 15, 2021. The parties in the *Morales* action have engaged in initial pre-certification
18 discovery.

19 2.2 Plaintiff Muniz filed her class action Complaint on or about October 28, 2021, in the
20 Orange County Superior Court. The parties in the *Muniz* action have engaged in initial pre-
21 certification discovery in the class action. In addition, because Defendant refused to stipulate to
22 Plaintiff Muniz adding her PAGA claim to the class action Complaint, Plaintiff Muniz filed a
23 separate PAGA action in the Orange County Superior Court on April 28, 2022. Defendant has
24 answered this PAGA complaint.

25 2.3 Defendant denies any liability or wrongdoing of any kind associated with the claims
26 alleged in the Action, and further denies that the Action is appropriate for class treatment for any
27 purpose other than pursuant to this settlement. Defendant contends that it has complied at all times
28 with the California Labor Code. It is Defendant's position that, if this case were to be litigated,
class certification would be inappropriate because, among other things, Plaintiffs are not adequate

1 class representatives, the Plaintiffs' claims are not typical of putative class members, and individual
2 issues predominate over class issues.

3 2.4 On June 29, 2022, Plaintiffs filed a Petition for Coordination. The Order Granting
4 Plaintiffs' Petition for Coordination was entered September 16, 2022.

5 2.5. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written
6 notice to Defendants and the LWDA by sending the PAGA Notice.

7 2.6 On February 27, 2023, the Parties participated in an all-day mediation presided over
8 by Hon. Daniel Buckley (Retired), which led to this Agreement to settle the Action months after
9 the mediation concluded. Judge Buckley continued to work with the Parties.

10 2.7. Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of
11 time and pay records of putative class members, Defendant's policies regarding meal and rest
12 periods, onboarding, overtime, and bonuses, and the total workweek and class members during the
13 relevant time period. Plaintiffs' investigation was sufficient to satisfy the criteria for court
14 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar*
15 *v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

16 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware
17 of any other pending matter or action asserting claims that will be extinguished or
18 affected by the Settlement.

19 2.9 The Parties agree that the Action, the negotiation and execution of this Settlement
20 Agreement, and all acts performed or documents executed pursuant to or in furtherance of the
21 Settlement Agreement (i) shall not be used as an admission or evidence of wrongdoing on behalf of
22 Defendant; (ii) shall not be an admission or evidence of fault on behalf of Defendant in any action
23 before a civil, criminal, or administrative agency; and (iii) shall not be deemed to be, and may not
24 be used as, an admission or evidence of the appropriateness of these or similar claims for class
25 certification in the Action or with respect to any other proceeding.

26 3.0 It has been agreed by the Parties that as part of the instant Settlement that Plaintiff
27 Blanca Navarro, an additional representative plaintiff represented by the same counsel as Plaintiff
28 Muniz, will be added to the *Muniz* and/or consolidated Action, by way of a joint stipulation, prior
to the hearing for approval of said Settlement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 10 below,
3 Defendant promises to pay \$940,000.00 and no more as the Gross Settlement Amount, and to
4 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
5 Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll
6 taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will
7 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
8 Members to submit any claim as a condition of payment. None of the Gross Settlement Amount
9 will revert to Defendant.

10 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
11 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
12 in the Final Approval:

13 3.2.1. To Plaintiffs/Class Representatives: Representative Service Award to the
14 Class Representatives of not more than \$10,000.00 each (in addition to any
15 Individual Class Payment, and any Individual PAGA Payment, the Class
16 Representative is entitled to receive as a Participating Class Member). Defendant
17 will not oppose Plaintiffs' request for a Representative Service Award that does not
18 exceed this amount. As part of the motion for Class Counsel's Fees Payment and
19 Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any
20 Representative Service Awards no later than sixteen (16) court days prior to the
21 Final Approval Hearing. If the Court approves a Representative Service Awards less
22 than the amount requested, the Administrator will retain the remainder in the Net
23 Settlement Amount. The Administrator will pay the Representative Service Awards
24 using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee
25 taxes owed on the Representative Service Awards. In exchange for the
26 Representative Service Awards, the Class Representatives will execute a complete
27 and full release in favor of Defendant, as described in detail below.

28 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%,
which is currently estimated to be \$313,333.33 and a Class Counsel Litigation

1 Expenses Payment of not more than \$25,000.00. Defendant will not oppose requests
2 for these payments provided that do not exceed these amounts. Plaintiff and/or Class
3 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation
4 Expenses Payment no later than 16 court days prior to the Final Approval Hearing.
5 If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
6 Litigation Expenses Payment less than the amounts requested, the Administrator
7 will allocate the remainder to the Net Settlement Amount. Released Parties shall
8 have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any
9 claim to any portion any Class Counsel Fee Payment and/or Class Counsel
10 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
11 Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms.
12 Class Counsel assumes full responsibility and liability for taxes owed on the Class
13 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and
14 holds Defendants harmless, and indemnifies Defendants, from any dispute or
15 controversy regarding any division or sharing of any of these Payments.

16 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
17 \$22,000.00 except for a showing of good cause and as approved by the Court. To
18 the extent the Administration Expenses are less or the Court approves payment less
19 than \$22,000.00, the Administrator will retain the remainder in the Net Settlement
20 Amount.

21 3.2.4. To Each Participating Class Member: Estimated proportionate share of the
22 Net Settlement Amount shall be determined by the Settlement Administrator
23 pursuant to the following formula:

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

b. The value of each individual Qualifying Workweek shall then be

1 determined by dividing the Net Settlement Amount by the Total
2 Workweeks, resulting in the “Workweek Value.” Each Individual
3 Settlement Share shall then be determined by multiplying the
4 individual Participating Class Member’s number of Qualifying
5 Workweeks by the Workweek Value.

6 c. The Parties stipulate to a) class certification for purposes of settling
7 the Action only; and b) stipulate to stay the action pending approval.

8 The Parties agree that class certification will be revoked if the Court
9 denies preliminary or final approval of the settlement, or if the
10 settlement does not become final for any other reason. The Parties
11 shall cooperate in good faith to secure a court order staying the
12 Action and all deadlines, pending implementation of the settlement.
13 If the settlement is declared null and void by Defendants pursuant to
14 Paragraph 10, or if the Court denies preliminary or final approval of
15 the settlement, the Parties will resume litigation.

16 3.2.4.1. Tax Allocation of Individual Class Payments. For tax purposes,
17 settlement payments to Class Members shall be allocated (a) 80 percent as
18 penalties and interest and (b) 20 percent as wages. Class Members shall be
19 issued an IRS Form W-2 for amounts paid under this settlement deemed
20 wages, and an IRS Form 1099 for the amounts allocated to penalties and
21 interest. Settlement payments to PAGA Representative Action Members
22 shall be allocated 100 percent as penalties, and PAGA Representative Action
23 Members shall be issued an IRS Form 1099 and be responsible for payment
24 of any and all taxes that are due as a result of their PAGA penalty settlement
25 payments. Any representative service award approved by the Court will
26 result in the issuance of an IRS Form 1099 to Plaintiffs, who shall assume
27 full responsibility and liability for the payment of taxes due on such award.

28 3.2.4.2. Effect of Non-Participating Class Members on Calculation of
Individual Class Payments (i.e., those that have requested exclusion).

1 Non- Participating Class Members will not receive any Individual Class
2 Payments. The Administrator will retain amounts equal to their
3 Individual Class Payments in the Net Settlement Amount for distribution to
4 Participating Class Members on a pro rata basis.

5 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount
6 of \$50,000.00 to be paid from the Gross Settlement Amount, with 75%
7 (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00)
8 allocated to the Individual PAGA Payments.

9 3.2.5.1. PAGA Representative Action Members estimated proportionate
10 share of the PAGA Settlement Amount shall be determined by the
11 Settlement Administrator pursuant to the following formula:

12 3.2.5.1.1 Individual PAGA Members who worked as current
13 and former non-exempt hourly individuals employed by Defendants
14 at any time from September 27, 2020, until the date of preliminary
15 approval or sixty (60) days after the agreement is signed, whichever
16 is earlier, at any of the Defendant's California facilities;

17 3.2.5.1.2 To calculate each PAGA Individual's proportionate share:
18 The Settlement Administrator shall calculate the total aggregate
19 number of Pay Periods that all PAGA Individuals were employed by,
20 and worked for, Defendants as non-exempt hourly individuals
21 employed in California at any time during the PAGA Period.

22 The value of each individual Qualifying Pay Period shall then be
23 determined by dividing the PAGA Payment Amount of \$12,500.00
24 by the Total Workweeks, resulting in the "Pay Period Value." Each
25 Individual PAGA Share shall then be determined by multiplying
26 the Individual PAGA Member's number of Qualifying
Pay Periods by the Pay Period Value.

27 **4. SETTLEMENT FUNDING AND PAYMENTS.**

28 4.1. Class and PAGA Representative Action Member Workweeks. Based on a review of its

1 records as of June 30, 2023, Defendant estimates there are 1,130 Class Members who collectively
2 worked a total of approximately 58,367 Workweeks, and 885 PAGA Representative Action
3 Members who worked a total of 30,306 PAGA Pay Periods.

4 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval
5 of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the
6 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
7 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of
8 this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
9 employees who need access to the Class Data to effect and perform under this Agreement.
10 Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the
11 Class Data omitted class member identifying information and to provide corrected or updated Class
12 Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants
13 must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use
14 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
15 omitted Class Data.

16 4.3. Funding of Gross Settlement Amount. Upon the Court entering an order granting Final
17 Approval of the settlement, Defendant shall fund the Gross Settlement Amount, and also fund the
18 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
19 Administrator, as follows:

20 4.3(a) Within 30 days of the Court entering an order granting final approval,
21 Defendant shall deposit \$200,000 with the Administrator.

22 4.3(b) Within 6 months of the Court entering an order granting preliminary
23 approval, Defendant shall deposit \$270,000 with the Administrator.

24 4.3(c) Within 12 months of the Court entering an order granting preliminary
25 approval, Defendant shall deposit \$470,000 with the Administrator.

26 **5. DISTRIBUTION OF SETTLEMENT FUNDS.**

27 5.1. Payments from the Gross Settlement Amount. Within fourteen (14) days after
28 Defendants fund the total Gross Settlement Amount, the Administrator will mail checks for all
Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the

1 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
2 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class
3 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
4 Representative Service Payment shall not precede disbursement of Individual Class Payments and
5 Individual PAGA Payments.

6 5.1.1. The Administrator will issue checks for the Individual Class Payments
7 and/or Individual PAGA Payments and send them to the Class Members via First
8 Class U.S. Mail, postage prepaid. The face of each check shall prominently state
9 the date (not less than 180 days after the date of mailing) when the check will be
10 voided. The Administrator will cancel all checks not cashed by the void date. The
11 Administrator will send checks for Individual Settlement Payments to all
12 Participating Class Members (including those for whom Class Notice was
13 returned undelivered). The Administrator will send checks for Individual PAGA
14 Payments to all Aggrieved Employees including Non-Participating Class
15 Members who qualify as Aggrieved Employees (including those for whom Class
16 Notice was returned undelivered). The Administrator may send Participating
17 Class Members a single check combining the Individual Class Payment and the
18 Individual PAGA Payment. Before mailing any checks, the Settlement
19 Administrator must update the recipients' mailing addresses using the National
20 Change of Address Database.

21 5.1.2. The Administrator must conduct a Class Member Address Search for all
22 other Class Members whose checks are returned undelivered without USPS
23 forwarding address. Within seven (7) days of receiving a returned check the
24 Administrator must re-mail checks to the USPS forwarding address provided or to
25 an address ascertained through the Class Member Address Search. The
26 Administrator need not take further steps to deliver checks to Class Members
27 whose re-mailed checks are returned as undelivered. The Administrator shall
28 promptly send a replacement check to any Class Member whose original check
was lost or misplaced, requested by the Class Member prior to the void date.

5.1.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the California Controller's Unclaimed Property Fund.

5.1.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS.

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

6.1 Plaintiffs' Release. As part of the consideration for the settlement of Plaintiffs' representative service award, Plaintiffs shall enter into individual general releases of all known and unknown claims of any type whatsoever that they may have against the Released Parties. These releases are entitled "Individual General Release," ("Releases"). These Releases are incorporated herein by reference and attached hereto as Exhibit B. These Releases will include, but will not be limited to, a release of all claims under the Fair Employment and Housing Act, Americans with Disabilities Act, and Title VII of the Civil Rights Act of 1964. This will also include a release of any and all claims, known or unknown, contingent or accrued arising out of any act or event that occurred prior to execution of the release, including a California Civil Code section 1542 waiver.

6.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, the named Plaintiffs expressly waive and relinquish

1 the provisions, rights, and benefits, if any, of section 1542 of the California Civil
2 Code, which reads:

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

6.1.2 In consideration for said Settlement, Plaintiff Morales agrees to resign from
7 Defendant's employment effective the date this Agreement is fully executed.

8 6.1.3 Plaintiffs expressly acknowledge that the Releases will include in their effect,
9 without limitation, all claims which Plaintiffs do not know of or suspect to exist at the time of
10 signing this Agreement, and that this Agreement contemplates the release of any such claims.

11 6.2 Release by Class Members:

12 Each Class Member who does not opt out of the settlement shall be deemed to release the
13 Released Parties from any and all claims, known or unknown, that: were asserted in any and/or all
14 of the complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any
15 subsequently amended complaints or letters); and/or any and all claims, that could have been
16 asserted based on the factual allegations in all of the complaints in the Action and/or any of
17 Plaintiffs' letters to the LWDA (including any subsequently amended complaints or letters). This
18 includes but is not limited to claims for or related to: pay for all hours worked/compensation due
19 for services; calculation of the regular rate of pay; rest periods; meal and/or rest period premiums
20 pay, including the calculation of the meal and/or rest period premium pay; wage statements;
21 payment of wages at termination; maintain accurate and complete records; unfair competition
22 related to any or all of the foregoing; any unpaid wages or compensation related to any or all of the
23 foregoing; restitution related to any or all of the foregoing; and any penalties, including statutory or
24 civil penalties, related to any or all of the foregoing. This release includes any and all claims
25 pursuant to: California Labor Code sections §§ 200, et seq., 204, 226, 226.7, 510, 512, 1194,
26 1194.2, 1197, 1198, and 2698, et seq.; Business & Professions Code § 17200; and Industrial
27 Welfare Commission Wage Order 5-01. The release shall run through the date the court grants
28 preliminary approval of the settlement or sixty (60) days after the agreement is signed, whichever
occurs first.

1 6.3 Release by PAGA Representative Action Members:

2 Each PAGA Representative Action Member, irrespective of whether he or she opts out of
 3 the settlement as a Non-Participating Class Member, shall be deemed to release the Released
 4 Parties from any and all claims, known or unknown, for civil penalties under California Labor
 5 Code section 2698 *et seq.* (PAGA) that: were asserted in any and/or all of the complaints in the
 6 Action and/or any of Plaintiffs' letters to the LWDA (including any subsequently amended
 7 complaints or letters); and/or any and all claims, that could have been asserted based on any or all
 8 the factual allegations in any and/or all of the complaints in the Action and/or any of Plaintiffs'
 9 letters to the LWDA (including any subsequently amended complaints or letters). This release
 10 includes, but is not limited to, claims for PAGA civil penalties premised on: California Labor Code
 11 sections §§ 200, *et seq.* (inclusive of section 201-203), 210, 218, 226, 226.7, 246, 510, 512, 558,
 12 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2698, *et seq.*; failure to pay overtime; failure to pay for
 13 all hours worked/compensation due for services; calculation of the regular rate of pay, including
 14 failure to include all remuneration into the regular rate for overtime, meal and rest period premiums
 15 and sick pay, and other incentive payments when calculating the overtime rate; failure to provide
 16 meal periods; failure to authorize and permit rest periods; failure to pay meal or rest period
 17 premiums, including the calculation of the meal and/or rest period premium pay; failure to provide
 18 accurate itemized wage statements; and failure to timely pay wages at termination; The release
 19 shall run through the date the Superior Court of the State of California, County of Sacramento
 20 grants preliminary approval of the settlement or sixty (60) .

21 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare
 22 and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with
 23 the Court's current checklist for Preliminary Approvals.

24 7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
 25 documents necessary for obtaining Preliminary Approval, including a draft of the notice to be
 26 sent to the class.

27 7.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
 28 for expeditiously finalizing this agreement and filing the Motion for Preliminary Approval;
 obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in

1 Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible
2 for delivering the Court's Preliminary Approval to the Administrator.

3 **8. SETTLEMENT ADMINISTRATION.**

4 8.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve
5 as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to
6 be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
7 exchange for payment of Administration Expenses. The Parties and their Counsel represent that
8 they have no interest or relationship, financial or otherwise, with the Administrator other than a
9 professional relationship arising out of prior experiences administering settlements.

10 8.2 Employer Identification Number. The Administrator shall have and use its own
11 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
12 reports state and federal tax authorities.

13 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
14 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
15 section 468B-1.

16 8.4 Notice to Class Members.

17 8.4.1 No later than three (3) business days after receipt of the Class Data, the
18 Administrator shall notify Class Counsel that the list has been received and state
19 the number of Class Members, PAGA Members, Workweeks, and Pay Periods in
20 the Class Data.

21 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
22 fourteen (14) days after receiving the Class Data, the Administrator will send to
23 all Class Members identified in the Class Data, via first-class United States Postal
24 Service ("USPS") mail, the Class Notice with Spanish translation, if applicable
25 substantially in the form attached to this Agreement as **Exhibit A**. The
26 first page of the Class Notice shall prominently estimate the dollar amounts of any
27 Individual Class Payment and/or Individual PAGA Payment payable to the Class
28 Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
used to calculate these amounts. Before mailing Class Notices, the Administrator

1 shall update Class Member addresses using the National Change of Address
2 database.

3 8.4.3 Not later than three (3) business days after the Administrator's receipt of
4 any Class Notice returned by the USPS as undelivered, the Administrator shall re-
5 mail the Class Notice using any forwarding address provided by the USPS. If the
6 USPS does not provide a forwarding address, the Administrator shall conduct a
7 Class Member Address Search, and re-mail the Class Notice to the most current
8 address obtained. The Administrator has no obligation to make further attempts
9 to locate or send Class Notice to Class Members whose Class Notice is returned
10 by the USPS a second time.

11 8.4.4 The deadlines for Class Members' written objections, Challenges to
12 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an
13 additional fourteen (14) days beyond the forty-five (45) days otherwise provided
14 in the Class Notice for all Class Members whose notice is re-mailed. The
15 Administrator will inform the Class Member of the extended deadline with the re-
16 mailed Class Notice.

17 8.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
18 otherwise discovers any persons who believe they should have been included in
19 the Class Data and should have received Class Notice, the Parties will
20 expeditiously meet and confer in person or by telephone, and in good faith, in an
21 effort to agree on whether to include them as Class Members. If the Parties agree,
22 such persons will be Class Members entitled to the same rights as other Class
23 Members, and the Administrator will send, via email or overnight delivery, a
24 Class Notice requiring them to exercise options under this Agreement not later
25 than fourteen (14) days after receipt of Class Notice, or the deadline dates in the
26 Class Notice, which ever are later.

27 8.5 Requests for Exclusion (Opt-Outs).

28 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class
Settlement must send the Administrator, by mail, a signed written

1 Request for Exclusion not later than forty-five (45) days after the Administrator
2 mails the Class Notice. A Request for Exclusion is a letter from a Class Member
3 or his/her representative that reasonably communicates the Class Member's
4 election to be excluded from the Settlement and includes the Class Member's
5 name, address and email address or telephone number. To be valid, a Request for
6 Exclusion must be timely postmarked by the Response Deadline.

7 8.5.2 The Administrator may not reject a Request for Exclusion as invalid because
8 it fails to contain all the information specified in the Class Notice. The
9 Administrator shall accept any Request for Exclusion as valid if the Administrator
10 can reasonably ascertain the identity of the person as a Class Member and the
11 Class Member's desire to be excluded. The Administrator's determination shall
12 be final and not appealable or otherwise susceptible to challenge. If the
13 Administrator has reason to question the authenticity of a Request for Exclusion,
14 the Administrator may demand additional proof of the Class Member's identity.
15 The Administrator's determination of authenticity shall be final and not
16 appealable or otherwise susceptible to challenge.

17 8.5.3 Every Class Member who does not submit a timely and valid Request for
18 Exclusion is deemed to be a Participating Class Member under this Agreement,
19 entitled to all benefits and bound by all terms and conditions of the Settlement,
20 including the Participating Class Members' Releases under Paragraphs 6.2 and
21 6.3 of this Agreement, regardless whether the Participating Class Member
22 actually receives the Class Notice or objects to the Settlement.

23 8.5.4 Every Class Member who submits a valid and timely Request for Exclusion
24 is a Non-Participating Class Member and shall not receive an Individual Class
25 Payment or have the right to object to the class action components of the
26 Settlement. Because future PAGA claims are subject to claim preclusion upon
27 entry of the Judgment, Non-Participating Class Members who are Aggrieved
28 Employees are deemed to release the claims identified in Paragraph 6.3 of this
Agreement and are eligible for an Individual PAGA Payment.

1 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
2 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks
3 and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class
4 Member may challenge the allocation by communicating with the Administrator via fax, email or
5 mail. The Administrator must encourage the challenging Class Member to submit supporting
6 documentation. In the absence of any contrary documentation, the Administrator is entitled to
7 presume that the Workweeks contained in the Class Notice are correct so long as they are
8 consistent with the Class Data. The Administrator's determination of each Class Member's
9 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
10 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
11 calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the
12 Administrator's determination the challenges.

13 8.7 Objections to Settlement.

14 8.7.1 Only Participating Class Members may object to the class action
15 components of the Settlement and/or this Agreement, including contesting the
16 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees
17 Payment, Class Counsel Litigation Expenses Payment and/or Class
18 Representative Service Payment.

19 8.7.2 Participating Class Members may send written objections to the
20 Administrator by mail. In the alternative, Participating Class
21 Members may appear in Court (or hire an attorney to appear in Court) to present
22 verbal objections at the Final Approval Hearing. A Participating Class Member
23 who elects to send a written objection to the Administrator must do so not later than
24 forty-five (45) days after the Administrator's mailing of the Class Notice.

25 8.7.3 Non-Participating Class Members have no right to object to any of the
26 class action components of the Settlement.

27 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
28 tasks to be performed or observed by the Administrator contained in this Agreement or
otherwise.

1 8.8.1 Toll-Free Number

2 The Administrator will also maintain a toll-free telephone number to receive Class
3 Member calls.

4 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
5 will promptly review on a rolling basis Requests for Exclusion to ascertain their
6 validity. Not later than five (5) days after the expiration of the deadline for
7 submitting Requests for Exclusion, the Administrator shall email a list to Class
8 Counsel and Defense Counsel containing (a) the names and other identifying
9 information of Class Members who have timely submitted valid Requests for
10 Exclusion (“Exclusion List”); (b) the names and other identifying information of
11 Class Members who have submitted invalid Requests for Exclusion; (c) copies of
12 all Requests for Exclusion from Settlement submitted (whether valid or invalid).

13 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
14 written reports to Class Counsel and Defense Counsel that, among other things,
15 tally the number of: Class Notices mailed or re-mailed, Class Notices returned
16 undelivered, Requests for Exclusion (whether valid or invalid) received,
17 objections received, challenges to Workweeks and/or Pay Periods received and/or
18 resolved, and checks mailed for Individual Class Payments and Individual PAGA
19 Payments (“Weekly Report”). The Weekly Reports must include provide the
20 Administrator’s assessment of the validity of Requests for Exclusion and attach
21 copies of all Requests for Exclusion and objections received.

22 8.8.4 Workweek Challenges. The Administrator has the authority to address and
23 make final decisions consistent with the terms of this Agreement on all Class
24 Member challenges over the calculation of Workweeks. The Administrator’s
25 decision shall be final and not appealable or otherwise susceptible to challenge.

26 8.8.5 Administrator’s Declaration. Not later than ten (10) days before the date by
27 which Plaintiffs are required to file the Motion for Final Approval of the Settlement,
28 the Administrator will provide to Class Counsel and Defense Counsel, a signed
declaration suitable for filing in Court attesting to its due diligence and

1 compliance with all of its obligations under this Agreement, including, but not
2 limited to, its mailing of Class Notice, the Class Notices returned as undelivered,
3 the re-mailing of Class Notices, attempts to locate Class Members, the total
4 number of Requests for Exclusion from Settlement it received (both valid or
5 invalid), the number of written objections and attach the Exclusion List. The
6 Administrator will supplement its declaration as needed or requested by the
7 Parties and/or the Court. Class Counsel is responsible for filing the
8 Administrator's declaration(s) in Court.

9 8.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
10 Administrator disburses all funds in the Gross Settlement Amount, the
11 Administrator will provide Class Counsel and Defense Counsel with a final report
12 detailing its disbursements by employee identification number only of all
13 payments made under this Agreement. At least 15 days before any deadline set
14 by the Court, the Administrator will prepare, and submit to Class Counsel and
15 Defense Counsel, a signed declaration suitable for filing in Court attesting to its
16 disbursement of all payments required under this Agreement. Class Counsel is
17 responsible for filing the Administrator's declaration in Court.

18 **9. CLASS SIZE ESTIMATES**

19 Based on its records, Defendants estimate that, as of June 30, 2023, (1) there are 1,130
20 Class Members and 58,367 Total Workweeks during the Class period and (2) there are 885 PAGA
21 Representative Action Members who worked a total of 30,306 Pay Periods during the PAGA
22 Period current as of June 30, 2023.

23 **10. DEFENDANT'S RIGHT TO WITHDRAW.**

24 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15%
25 of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the
26 Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio,
27 have no force or effect whatsoever, and that neither Party will have any further obligation to
28 perform under this Agreement. Defendant must notify Class Counsel and the Court of its election
to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to

1 Defense Counsel; late elections will have no effect.

2 **11. MOTION FOR FINAL APPROVAL.**

3 Not later than sixteen (16) court days before the calendared Final Approval Hearing,
4 Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for
5 approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final
6 Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs
7 shall provide drafts of the Proposed Judgment to Defense Counsel prior to filing the Motion for
8 Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person
9 or by telephone, and in good faith, to resolve any disagreements concerning the Proposed Order
10 and Judgment.

11 11.1 Response to Objections. Each Party retains the right to respond to any objection
12 raised by a Participating Class Member, including the right to file responsive documents in Court
13 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
14 accepted by the Court.

15 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
16 Approval on any material change to the Settlement (including, but not limited to, the scope of
17 release to be granted by Class Members), the Parties will expeditiously work together in good faith
18 to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval.
19 The Court’s decision to award less than the amounts requested for the Representative Service
20 Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
21 Administrator Expenses Payment shall not constitute a material modification to the Agreement
22 within the meaning of this paragraph.

23 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
24 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
25 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
26 and (iii) addressing such post-Judgment matters as are permitted by law.

27 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
28 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their

1 respective counsel, and all Participating Class Members who did not object to the Settlement as
2 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
3 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for
4 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
5 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'
6 obligations to perform under this Agreement will be suspended until such time as the appeal is
7 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount
8 of the Net Settlement Amount.

9 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
10 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
11 modification of this Agreement (including, but not limited to, the scope of release to be granted by
12 Class Members), this Agreement shall be null and void. The Parties shall nevertheless
13 expeditiously work together in good faith to address the appellate court's concerns and to obtain
14 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
15 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
16 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
17 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
18 as long as the Gross Settlement Amount remains unchanged.

18 **12. ESCALATOR CLAUSE**

19 12.1 Defendant understands and believes there were no more than 58,367 workweeks
20 through June 30, 2023. If it is determined that the actual number of workweeks through June 30,
21 2023 exceeds 58,367 by more than fifteen percent (15%) (i.e., exceeds 67,122), then, Defendant
22 shall have the option, in its sole discretion, of either: (a) closing the release period on the date the
23 Class Members reach the fifteen percent (15%) threshold, or (b) increasing the GSA by the
24 percentage difference beyond the fifteen percent (15%) between the certified amount of 58,367 and
25 the actual number of workweeks.

26 **13. ADDITIONAL PROVISIONS.**

27 13.1 No Admission of Liability, Class Certification or Representative Manageability for
28 Other Purposes. This Agreement represents a compromise and settlement of highly disputed

1 claims. Nothing in this Agreement is intended or should be construed as an admission by
2 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
3 have has any liability for any claims asserted; nor should it be intended or construed as an
4 admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that
5 class certification and representative treatment is for purposes of this Settlement only. If, for any
6 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
7 reserves the right to contest certification of any class for any reasons, and Defendants reserve all
8 available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class
9 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
10 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
11 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
12 Settlement and this Agreement).

13 13.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants
14 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of
15 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause
16 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement
17 directly or indirectly, specifically or generally, to any person, corporation, association, government
18 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom
19 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
20 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
21 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
22 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
23 inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense
24 Counsel separately agree not to, directly or indirectly, initiate any conversation or other
25 communication, before the filing of the Motion for Preliminary Approval, any with third party
26 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
27 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
28 communications with Class Members in accordance with Class Counsel's ethical obligations owed
to Class Members.

1 13.3 No Solicitation. The Parties separately agree that they and their respective counsel
2 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
3 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
4 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
5 to Class Members.

6 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
7 together with its attached exhibits shall constitute the entire agreement between the Parties relating
8 to the Settlement, superseding any and all oral representations, warranties, covenants, or
9 inducements made to or by any Party.

10 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
11 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
12 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
13 effectuate its terms, and to execute any other documents reasonably required to effectuate the terms
14 of this Agreement including any amendments to this Agreement.

15 13.6 Cooperation. The Parties and their counsel will cooperate with each other and use
16 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
17 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
18 if requested by the Court. In the event the Parties are unable to agree upon the form or content of
19 any document necessary to implement the Settlement, or on any modification of the Agreement
20 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
21 mediator and/or the Court for resolution.

22 13.7 No Prior Assignments. The Parties separately represent and warrant that they have not
23 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
24 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
25 action, or right released and discharged by the Party in this Settlement.

26 13.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
27 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
28 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
10, as amended) or otherwise.

13.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

13.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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

Manny Starr, Esq.
Adam Rose, Esq.

FRONTIER LAW CENTER
23901 Calabasas Road, #2074
Calabasas, CA 91302
Telephone: (818) 914-3433
Email: Manny@frontierlawcenter.com;
Adam@frontierlawcenter.com

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

To Defendants:

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

13.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

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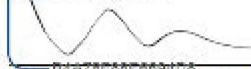
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4 Dated: 09/07/23 | 6:30 PDT

5 DocuSigned by:

6 

7 Plaintiff, Lupe Morales

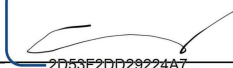
8 Dated: September 6, 2023

9 LUIS SERRANO

10 [Name and Title] LUIS SERRANO CEO
11 for Defendant Sunshine Retirement Living,
12 LLC

13 Dated: 9/5/2023

14 DocuSigned by:

15 

16 Plaintiff, Erika Muniz

17 Dated: 9/6/2023

18 DocuSigned by:

19 

20 Plaintiff, Blanca Navarro

Exhibit A

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

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Attorneys for Plaintiffs, Erika Muniz and Blanca Navarro

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SACRAMENTO

Coordination Proceeding	)	JCCP No. 5247
Special Title (Rule 3.550)	)	Hon. Lauri A. Damrell
	)	Dept. 28
SUNSHINE RETIREMENT WAGE AND	)	
HOURLY CASES	)	NOTICE OF CLASS ACTION
	)	SETTLEMENT AND HEARING DATE
	)	FOR FINAL COURT APPROVAL
	)	
	)	Action filed: September 22, 2021
	)	
	)	
	)	
	)	

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 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 Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because
2 they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount
3 considering the strength of the claims and the risks and uncertainties of continued litigation; and (2)
4 Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court
5 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this
6 Notice, and scheduled a hearing to determine Final Approval.

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

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

14 Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement in
15 three installments.

- 16 1. Within 30 days of the Court entering an order granting final approval, Defendant
17 shall deposit \$200,000 with the Administrator.
- 18 2. Within 12 months of the Court entering an order granting preliminary approval,
19 Defendant shall deposit \$270,000 with the Administrator.
- 20 3. Within 18 months of the Court entering an order granting preliminary approval,
21 Defendant shall deposit \$470,000 with the Administrator.

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

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

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

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

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

27 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking
28 the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages

1 (“Wage Portion”) and 80% to [e.g., interest, etc.] (“Non-Wage Portion.”). The Wage Portion is
2 subject to withholdings and will be reported on IRS W-2 Forms.

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

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

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

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

28 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude

1 themselves from the Class Settlement (Non-Participating Class Members) remain eligible
2 for Individual PAGA Payments and are required to give up their right to assert PAGA
3 claims against Defendant based on the PAGA Period facts alleged in the Action.

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

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

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

23 The Participating Class Members will be bound by the following release:
24 Each Class Member who does not opt out of the settlement shall be deemed to
25 release the Released Parties from any and all claims, known or unknown, that: were
26 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs’
27 letters to the LWDA (including any subsequently amended complaints or letters);
28 and/or any and all claims, that could have been asserted based on the factual
allegations in all of the complaints in the Action and/or any of Plaintiffs’ letters to
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

1 periods; meal and/or rest period premiums pay, including the calculation of the meal
2 and/or rest period premium pay; wage statements; payment of wages at termination;
3 maintain accurate and complete records; unfair competition related to any or all of
4 the foregoing; any unpaid wages or compensation related to any or all of the
5 foregoing; restitution related to any or all of the foregoing; and any penalties,
6 including statutory or civil penalties, related to any or all of the foregoing. This
7 release includes any and all claims pursuant to: California Labor Code sections §§
8 200, et seq., 204, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1198, and 2698, et seq.;
9 Business & Professions Code § 17200; and Industrial Welfare Commission Wage
10 Order 5-01. The release shall run through
11 _____.

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

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

23 Each PAGA Representative Action Member, irrespective of whether he or she opts
24 out of the settlement as a Non-Participating Class Member, shall be deemed to
25 release the Released Parties from any and all claims, known or unknown, for civil
26 penalties under California Labor Code section 2698 *et seq.* (PAGA) that: were
27 asserted in any and/or all of the complaints in the Action and/or any of Plaintiffs'
28 letters to the LWDA (including any subsequently amended complaints or letters);
and/or any and all claims, that could have been asserted based on any or all the
factual allegations in any and/or all of the complaints in the Action and/or any of
Plaintiffs' letters to the LWDA (including any subsequently amended complaints or
letters). This release includes, but is not limited to, claims for PAGA civil penalties
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 _____.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

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

b. The value of each individual Qualifying Workweek shall then be determined by dividing the Net Settlement Amount by the Total Workweeks, resulting in the “Workweek Value.” Each Individual Settlement Share shall then be determined by multiplying the individual Participating Class Member’s number of Qualifying Workweeks by the Workweek Value.

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

B. Workweek/Pay Period Challenges. The number of Class Workweeks you worked

1 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
2 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You
3 have until _____ to challenge the number of Workweeks and/or Pay Periods
4 credited to you. You can submit your challenge by signing and sending a letter to the
5 Administrator via mail. (See Section 9 of this Notice for the Administrator's contact information.)

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

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

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

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

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

26 Submit a written and signed letter with your name, present address, telephone number, and
27 a simple statement that you do not want to participate in the Settlement. The Administrator
28 will exclude you based on any writing communicating your request be excluded. Be sure to

1 personally sign your request, identify the Action as *Sunshine Retirement Wage and Hour Cases*,
2 and include your identifying information (full name, address, telephone number, approximate dates
3 of employment, and social security number for verification purposes). You must make the request
4 yourself. If someone else makes the request for you, it will not be valid. **The Administrator must**
5 **be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the
6 Notice has the Administrator's contact information.

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

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

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

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

1 Alternatively, a Participating Class Member can object (or personally retain a lawyer to
2 object at your own cost) by attending the Final Approval Hearing. You (or your attorney)
3 should be ready to tell the Court what you object to, why you object, and any facts that
4 support your objection. See Section 8 of this Notice (immediately below) for specifics
5 regarding the Final Approval Hearing.

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

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

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

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

18 The Agreement sets forth everything Defendant and Plaintiffs have promised to do under
19 the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
20 Settlement documents is to go to the court's website at [New Portal: Sacramento Superior Court](https://www.saccourt.ca.gov/default.aspx)
21 [\(\[ca.gov\]\(https://www.saccourt.ca.gov/default.aspx\)\)](https://www.saccourt.ca.gov/default.aspx). You can also telephone or send an email to Class Counsel or the Administrator using the
22 contact information listed below. You can also make an appointment to personally review court
23 documents in the Clerk's Office at the Sacramento Superior Court courthouse by calling 916-874-
24 5522.

25 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
26 **ABOUT THE SETTLEMENT.**

27 *////*

28 *////*

Class Counsel:

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

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

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

Settlement Administrator: ILYM Group, Inc.
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

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.

1 **11. WHAT IF I CHANGE MY ADDRESS?**

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

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Exhibit B

INDIVIDUAL GENERAL RELEASE

Sunshine Retirement Living, LLC (the Company) and **Lupe Morales** (Employee) (together, the Parties; individually, a Party), have entered into this Individual General Release (Agreement) to settle all known and unknown claims Employee might have against Company and all related parties. This Agreement shall be governed by the statutes and common law of California.

WHEREAS, Employee is a current employee of the Company;

WHEREAS, the Parties have agreed to separate employment, Employee's last day with the Company was on September 11, 2023 and the Parties now wish to forever resolve, settle, compromise, and end, to the maximum extent permitted by law, any and all claims arising out of Employee's employment with, and separation from, the Company;

WHEREAS, the Parties intend the following to constitute the entire Agreement between them as to the subject matters contemplated herein;

WHEREAS, the Parties each deny wrongdoing of any kind whatsoever related to Employee's employment with the Company;

WHEREAS, Employee wishes to end her employment with the Company; and

NOW, THEREFORE, in consideration of the mutual obligations herein made and undertaken and the consideration specified herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, the Company and Employee agree as follows:

Section 1 -- Benefits

(a) **In General:** Employee understands that the benefits set forth in this Agreement are conditioned on Employee entering into (and not revoking) this Agreement with the Company. Employee understands and agrees that Employee is not otherwise entitled to receive the benefits provided herein.

(b) **Payment:** In addition to compensation to which Employee is entitled by law (including earned and accrued, but unused, vacation benefits), and in exchange for the following general release of all claims, waiver under Section 1542, and Employee agreeing to a mutual separation effective immediately, the Company is paying Employee consideration as set out in the paragraphs entitled "Monetary Terms" and "Releases of Claims" in the Class Action and PAGA Settlement Agreement, which is incorporated herein by reference.

Section 2 -- Complete Release

(a) **Claims Released by Employee:** Except for the claims identified in Section 2(b), Employee irrevocably and unconditionally releases all known and unknown claims, promises, causes of action, or similar rights of any type that Employee presently may have that relate in any way to her employment with or separation from the Company (Claims) with respect

to any Released Party listed in Section 2(d). Employee understands that Employee is not releasing future claims. Employee understands that the Claims Employee is releasing might arise under many different foreign, domestic, national, state, or local laws (including statutes, regulations, other administrative guidance, and common law doctrines), such as the following:

Anti-discrimination statutes, such as Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, and Executive Order 11,246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Age Discrimination in Employment Act (ADEA) and Executive Order 11,141, which prohibit age discrimination in employment; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act (ADA) and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; and any other federal, state, or local laws prohibiting discrimination in employment based on actual or perceived race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, sexual orientation, or association with a person who has, or is perceived to have, any of those or other protected characteristics.

Federal employment statutes, such as the Worker Adjustment and Retraining Notification Act (WARN Act), which requires that advance notice be given of certain work force reductions; the Employee Retirement Income Security Act of 1974 (ERISA), which, among other things, protects employee benefits; and any other federal laws relating to employment, such as veterans' reemployment rights laws.

Other laws, such as any federal, state, or local laws mandating leaves of absence, restricting an employer's right to terminate employees, or otherwise regulating employment; any federal, state, or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any other federal, state, or local laws providing recourse for alleged wrongful discharge, tort, physical or personal injury, emotional distress, fraud, negligent misrepresentation, defamation, and similar or related claims; any other law relating to salary, commission, compensation, benefits, and other matters; and family and medical leave laws.

Examples of released Claims include, but are not limited to the following (except to the extent explicitly preserved by Section 2(b) of this Agreement): (i) Claims that in any way relate to or arose during Employee's employment with the Company, or the termination of that employment, such as Claims for compensation, bonuses, commissions, lost wages, or unused accrued vacation or sick pay; (ii) any Claims to attorneys' fees or other indemnities (such as under the Civil Rights Attorneys' Fees Act), with respect to Claims Employee is releasing; or (v) claims under state anti-discrimination laws, such as California's Fair Employment and Housing Act.

If, despite this Agreement, Employee sues asserting any Claim that Employee released, Employee will be liable to the Released Parties (as defined below) for their attorneys' fees, other defense costs, and any other damages that the suit or arbitration causes, except those attributable to ADEA Claims. Employee promises not to accept any relief or remedies not set forth in this Agreement as to any Claim Employee has released by signing it.

(b) **Claims Not Released:** This Agreement does not include, and Employee does not waive, any rights or claims: (a) that may arise after Employee signs this Agreement; (b) for alleged workplace injuries or occupational disease that arise under any state's workers' compensation laws; (c) that cannot be released by law; (d) to enforce this Agreement; or (e) to participate in any proceedings before an administrative agency responsible for enforcing labor and/or employment laws, e.g., the Equal Employment Opportunity Commission (EEOC). Employee agrees, however, to waive and release any right to receive any monetary award from any such proceedings before an administrative agency. In addition, nothing in this Agreement shall be construed to limit Employee's right to respond accurately and fully to any question, inquiry or request for information when required by legal process.

(c) **Unknown Claims:** Employee expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and any other similar provision of applicable law, and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which the parties do not know of or suspect to exist in either of their favor at the time of signing this Agreement, and that this Agreement contemplates the release of any such Claim or Claims.

(d) **Released Parties:** The Released Parties are the Company, all current and former parents, subsidiaries, related companies, partnerships, or joint ventures, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, and present, employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

Section 3 -- Promises

(a) **No Disparagement or Harm:** Employee agrees to refrain from making any defamatory, malicious, or false oral or written statements about the Company or any of its

past or present employees, officers, directors, or owners, or any general matter concerning the Company's reputation, standing in the business community, or business practices. Nothing in this paragraph shall limit any Party's ability to make truthful, good-faith competitive statements in the course of future employment. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Employee has reason to believe is unlawful. Further, nothing in this Agreement should be construed to interfere with the Employee's rights to exercise, assert, or enforce Employee's rights under the National Labor Relations Act generally, or Section 7 specifically.

(b) **Implementation:** Employee agrees to sign any documents related to her cessation of employment.

Section 4 -- Consideration of Agreement

Employee acknowledges that, before signing this Agreement, Employee was given at least 21 days in which to consider it. Employee further acknowledges that: (1) Employee took advantage of the time Employee was given to consider this Agreement before signing it; (2) Employee carefully read it; (3) Employee fully understands it; (4) Employee is entering into it voluntarily; (5) Employee is receiving valuable consideration in exchange for Employee's execution of this Agreement that Employee would not otherwise be entitled to receive; and (6) the Company, in writing, encouraged Employee to discuss this Agreement with Employee's attorney before signing it, and Employee did so to the extent Employee deemed appropriate. Employee understands that Employee is entitled to revoke this Agreement, in writing, within seven (7) days once Employee signs it. Such revocation must be delivered to the Company, through its outside counsel, Tonkon Torp LLP, at 1600 Pioneer Tower, 888 SW 5th Ave, Portland, OR 92704, Attention: Megan Reuther, within the 7-day period, in which case Employee will receive no benefits and this Agreement will not go into effect. If Employee does not revoke this Agreement, it will become enforceable on the eighth day after Employee signs it (Effective Date).

Section 5 -- Miscellaneous

(a) **Entire Agreement:** This Agreement is the entire agreement between the Parties relating to Employee's employment and the subject matters of this Agreement in conjunction with the Class Action Settlement Agreement. Neither may not be modified or canceled in any manner, nor may any provision of it or any legal remedy with respect to it be waived, except by a writing signed by both Parties. Employee acknowledges that the Company has made no representations or promises other than those in or referred to by this Agreement. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

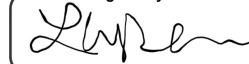
(b) **Successors:** This Agreement binds Employee's heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

(c) **Interpretation:** This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against Employee or any Released Party. Unless the context indicates otherwise, the term “or” shall be deemed to include the term “and” and the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Agreement.

BEFORE SIGNING THIS AGREEMENT READ AND CAREFULLY CONSIDER IT. IF YOU CHOOSE, DISCUSS IT WITH YOUR ATTORNEY (AT YOUR OWN EXPENSE). BY SIGNING THIS AGREEMENT, YOU WILL BE WAIVING YOUR KNOWN AND UNKNOWN CLAIMS.

Executed at Lupe, Morales, this 07 day of September, 2023.
(print name of city) (print name of state)

DocuSigned by:



B4A78F88E6694D8

Signature of Employee

Lupe Morales

Executed at _____, _____, this ____ day of _____, 2023.
(print name of city) (print name of state)

Signature of Company Representative

Name and Title of Company Representative

(c) **Interpretation:** This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against Employee or any Released Party. Unless the context indicates otherwise, the term “or” shall be deemed to include the term “and” and the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Agreement.

BEFORE SIGNING THIS AGREEMENT READ AND CAREFULLY CONSIDER IT. IF YOU CHOOSE, DISCUSS IT WITH YOUR ATTORNEY (AT YOUR OWN EXPENSE). BY SIGNING THIS AGREEMENT, YOU WILL BE WAIVING YOUR KNOWN AND UNKNOWN CLAIMS.

Executed at _____, _____, this ____ day of _____, 2023.
(print name of city) (print name of state)

Signature of Employee
Lupe Morales

Executed at Austin, Texas, this 5th day of September, 2023.
(print name of city) (print name of state)

LUIS SERRANO

Signature of Company Representative

LUIS SERRANO **CEO**

Name and Title of Company Representative

INDIVIDUAL GENERAL RELEASE

Sunshine Retirement Living, LLC (the Company) and **Blanca Navarro** (Navarro) (together, the Parties; individually, a Party), have entered into this General Release (Agreement) to settle all known and unknown claims Navarro might have against Company and all related parties. This Agreement shall be governed by the statutes and common law of California, excluding any that mandate the use of another jurisdiction's laws.

WHEREAS, Navarro is a former employee of the Company;

WHEREAS, now wish to forever resolve, settle, compromise, and end, to the maximum extent permitted by law, any and all claims arising out of Navarro's employment with, and separation from, the Company;

WHEREAS, the Parties intend the following to constitute the entire Agreement between them as to the subject matters contemplated herein;

WHEREAS, the Parties each deny wrongdoing of any kind whatsoever related to Navarro's employment with the Company; and

NOW, THEREFORE, in consideration of the mutual obligations herein made and undertaken and the consideration specified herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, the Company and Navarro agree as follows:

Section 1 -- Benefits

(a) **In General:** Navarro understands that the benefits set forth in this Agreement are conditioned on Navarro entering into (and not revoking) this Agreement with the Company. Navarro understands and agrees that Navarro is not otherwise entitled to receive the benefits provided herein.

(b) **Payment:** In addition to compensation to which Navarro is entitled by law (including earned and accrued, but unused, vacation benefits), and in exchange for the following general release of all claims and waiver under Section 1542, the Company is paying Navarro consideration as set out in the paragraphs entitled "Monetary Terms" and "Releases of Claims" in the Class Action and PAGA Settlement Agreement, which is incorporated herein by reference.

Section 2 -- Complete Release

(a) **Claims Released by Navarro:** Except for the claims identified in Section 2(b), Navarro irrevocably and unconditionally releases all known and unknown claims, promises, causes of action, or similar rights of any type that Navarro presently may have that relate in any way to her employment with or separation from the Company (Claims) with respect to any Released Party listed in Section 2(d). Navarro understands that Navarro is not releasing future claims. Navarro understands that the Claims Navarro is releasing might arise under many

different foreign, domestic, national, state, or local laws (including statutes, regulations, other administrative guidance, and common law doctrines), such as the following:

Anti-discrimination statutes, such as Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, and Executive Order 11,246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Age Discrimination in Employment Act (ADEA) and Executive Order 11,141, which prohibit age discrimination in employment; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act (ADA) and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; and any other federal, state, or local laws prohibiting discrimination in employment based on actual or perceived race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, sexual orientation, or association with a person who has, or is perceived to have, any of those or other protected characteristics.

Federal employment statutes, such as the Worker Adjustment and Retraining Notification Act (WARN Act), which requires that advance notice be given of certain work force reductions; the Employee Retirement Income Security Act of 1974 (ERISA), which, among other things, protects employee benefits; and any other federal laws relating to employment, such as veterans' reemployment rights laws.

Other laws, such as any federal, state, or local laws mandating leaves of absence, restricting an employer's right to terminate employees, or otherwise regulating employment; any federal, state, or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any other federal, state, or local laws providing recourse for alleged wrongful discharge, tort, physical or personal injury, emotional distress, fraud, negligent misrepresentation, defamation, and similar or related claims; any other law relating to salary, commission, compensation, benefits, and other matters; and family and medical leave laws.

Examples of released Claims include, but are not limited to the following (except to the extent explicitly preserved by Section 2(b) of this Agreement): (i) Claims that in any way relate to or arose during Navarro's employment with the Company, or the termination of that employment, such as Claims for compensation, bonuses, commissions, lost wages, or unused accrued vacation or sick pay; (ii) Claims that in any way relate to the design or administration of any employee benefit program; (iii) Claims that Navarro has not received alleged irrevocable or vested rights to severance or similar benefits or post-employment health or group insurance benefits; (iv) any Claims to attorneys' fees or other indemnities (such as under the Civil Rights Attorneys' Fees Act), with respect to Claims Navarro is releasing; or (v) claims under state anti-discrimination laws, such as California's Fair Employment and Housing Act.

If, despite this Agreement, Navarro sues asserting any Claim that Navarro released, Navarro will be liable to the Released Parties (as defined below) for their attorneys' fees, other defense costs, and any other damages that the suit or arbitration causes, except those attributable to ADEA Claims. Navarro promises not to accept any relief or remedies not set forth in this Agreement as to any Claim Navarro has released by signing it.

(b) **Claims Not Released:** This Agreement does not include, and Navarro does not waive, any rights or claims: (a) that may arise after Navarro signs this Agreement; (b) for alleged workplace injuries or occupational disease that arise under any state's workers' compensation laws; (c) that cannot be released by law; (d) to enforce this Agreement; or (e) to participate in any proceedings before an administrative agency responsible for enforcing labor and/or employment laws, e.g., the Equal Employment Opportunity Commission (EEOC). Navarro agrees, however, to waive and release any right to receive any monetary award from any such proceedings before an administrative agency. In addition, nothing in this Agreement shall be construed to limit Navarro's right to respond accurately and fully to any question, inquiry or request for information when required by legal process.

(c) **Unknown Claims:** Navarro expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and any other similar provision of applicable law, and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Navarro expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which the parties do not know of or suspect to exist in either of their favor at the time of signing this Agreement, and that this Agreement contemplates the release of any such Claim or Claims.

(d) **Released Parties:** The Released Parties are the Company, all current and former parents, subsidiaries, related companies, partnerships, or joint ventures, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, and present, employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

Section 3 -- Promises

(a) **No Disparagement or Harm:** Navarro agrees to refrain from making any defamatory, malicious, or false oral or written statements about the Company or any of its past or present employees, officers, directors, or owners, or any general matter concerning the Company's reputation, standing in the business community, or business practices. Nothing in

this paragraph shall limit any Party's ability to make truthful, good-faith competitive statements in the course of future employment. Nothing in this Agreement prevents Navarro from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Navarro has reason to believe is unlawful. Further, nothing in this Agreement should be construed to interfere with Navarro's rights to exercise, assert, or enforce Navarro's rights under the National Labor Relations Act generally, or Section 7 specifically.

(b) **Implementation:** Navarro agrees to sign any documents and do anything else that in the future is needed to implement this Agreement.

(c) **This Agreement to be Kept Confidential Before Settlement is**

Approved: Except as required by applicable law, regulation, or legal process, Navarro agrees to keep confidential before this settlement has been approved by the Court the fact, terms, and conditions of this Agreement to third parties, unless (a) Navarro reasonably believes that such disclosure is required by applicable law, (b) Navarro is compelled to disclose by judicial or administrative process, or (c) Navarro makes such disclosure in any action or proceeding brought by a party to this Agreement in pursuit of its rights under this Agreement; provided, however, in the case of disclosure pursuant to (a) or (b) above, Navarro will disclose only such information that Navarro believes Navarro is required to disclose and, to the extent practicable, Navarro will give the Company advance written notice of such intended disclosure so that the Company may seek a protective order. Notwithstanding the foregoing, Navarro understands that Navarro may disclose the terms of this Agreement with Navarro's spouse, attorneys, accountants, mental health professionals, and licensed tax advisors, but that any breach of this Section by them shall be considered a breach of the same by Navarro. Navarro may also disclose the terms of this Agreement as required in connection with any application for benefits (such as unemployment or disability benefits). Navarro acknowledges that if Navarro (or any person to whom Navarro made an authorized disclosure) violates the confidentiality terms of this Section 3(f), the actual damages to the Released Parties resulting from the breach would be difficult or impossible to ascertain. Therefore, in the event of such a violation, Navarro agrees to pay the Company upon demand as liquidated damages, and not as a penalty, the sum of \$1,000.00 (Three Thousand Dollars) per breach. Nothing in this Agreement prevents Navarro from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Navarro has reason to believe is unlawful. Further, nothing in this Agreement should be construed to interfere with Navarro's rights to exercise, assert, or enforce Navarro's rights under the National Labor Relations Act generally, or Section 7 specifically.

Section 4 -- Consideration of Agreement

Navarro acknowledges that, before signing this Agreement, Navarro was given at least 21 days in which to consider it. Navarro further acknowledges that: (1) Navarro took advantage of the time Navarro was given to consider this Agreement before signing it; (2) Navarro carefully read it; (3) Navarro fully understands it; (4) Navarro is entering into it voluntarily; (5) Navarro is receiving valuable consideration in exchange for Navarro's execution of this Agreement that Navarro would not otherwise be entitled to receive; and (6) the Company, in writing, encouraged Navarro to discuss this Agreement with Navarro's attorney before signing it, and Navarro did so to the extent Navarro deemed appropriate. Navarro understands that Navarro is entitled to

revoke this Agreement, in writing, within seven (7) days once Navarro signs it. Such revocation must be delivered to the Company, through its outside counsel, Tonkon Torp LLP, at 1600 Pioneer Tower, 888 SW 5th Ave, Portland, OR 92704, Attention: Megan Reuther, within the 7-day period, in which case Navarro will receive no benefits and this Agreement will not go into effect. If Navarro does not revoke this Agreement, it will become enforceable on the eighth day after Navarro signs it (Effective Date).

Section 5 -- Miscellaneous

(a) **Entire Agreement:** This Agreement is the entire agreement between the Parties relating to Navarro's employment and the subject matters of this Agreement. It may not be modified or canceled in any manner, nor may any provision of it or any legal remedy with respect to it be waived, except by a writing signed by both Parties. Navarro acknowledges that the Company has made no representations or promises other than those in or referred to by this Agreement. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

(b) **Successors:** This Agreement binds Navarro's heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

(c) **Interpretation:** This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against Navarro or any Released Party. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Agreement.

BEFORE SIGNING THIS AGREEMENT READ AND CAREFULLY CONSIDER IT. IF YOU CHOOSE, DISCUSS IT WITH YOUR ATTORNEY (AT YOUR OWN EXPENSE). BY SIGNING THIS AGREEMENT, YOU WILL BE WAIVING YOUR KNOWN AND UNKNOWN CLAIMS.

Executed at San juan capistrano wednesday, this 13 day of September, 2023.
(print name of city) (print name of state)

DocuSigned by:

523D2B3C68EC47C...
Signature of Blanca Navarro

Executed at _____, this ____ day of _____, 2023.
(print name of city) (print name of state)

Signature of Company Representative

Name and Title of Company Representative

BEFORE SIGNING THIS AGREEMENT READ AND CAREFULLY CONSIDER IT. IF YOU CHOOSE, DISCUSS IT WITH YOUR ATTORNEY (AT YOUR OWN EXPENSE). BY SIGNING THIS AGREEMENT, YOU WILL BE WAIVING YOUR KNOWN AND UNKNOWN CLAIMS.

Executed at _____, _____, this ____ day of _____, 2023.
(print name of city) (print name of state)

Signature of Blanca Navarro

Executed at Austin, Texas, this 5th day of September, 2023.
(print name of city) (print name of state)

LUIS SERRANO

Signature of Company Representative

LUIS SERRANO CEO

Name and Title of Company Representative

INDIVIDUAL GENERAL RELEASE

Sunshine Retirement Living, LLC (the Company) and **Erika Muniz** (Muniz) (together, the Parties; individually, a Party), have entered into this General Release (Agreement) to settle all known and unknown claims Muniz might have against Company and all related parties. This Agreement shall be governed by the statutes and common law of California, excluding any that mandate the use of another jurisdiction's laws.

WHEREAS, Muniz is a former employee of the Company;

WHEREAS, now wish to forever resolve, settle, compromise, and end, to the maximum extent permitted by law, any and all claims arising out of Muniz's employment with, and separation from, the Company;

WHEREAS, the Parties intend the following to constitute the entire Agreement between them as to the subject matters contemplated herein;

WHEREAS, the Parties each deny wrongdoing of any kind whatsoever related to Muniz's employment with the Company; and

NOW, THEREFORE, in consideration of the mutual obligations herein made and undertaken and the consideration specified herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, the Company and Muniz agree as follows:

Section 1 -- Benefits

(a) **In General:** Muniz understands that the benefits set forth in this Agreement are conditioned on Muniz entering into (and not revoking) this Agreement with the Company. Muniz understands and agrees that Muniz is not otherwise entitled to receive the benefits provided herein.

(b) **Payment:** In addition to compensation to which Muniz is entitled by law (including earned and accrued, but unused, vacation benefits), and in exchange for the following general release of all claims and waiver under Section 1542, the Company is paying Muniz consideration as set out in the paragraphs entitled "Monetary Terms" and "Releases of Claims" in the Class Action and PAGA Settlement Agreement, which is incorporated herein by reference.

Section 2 -- Complete Release

(a) **Claims Released by Muniz:** Except for the claims identified in Section 2(b), Muniz irrevocably and unconditionally releases all known and unknown claims, promises, causes of action, or similar rights of any type that Muniz presently may have that relate in any way to her employment with or separation from the Company (Claims) with respect to any Released Party listed in Section 2(d). Muniz understands that Muniz is not releasing future claims. Muniz understands that the Claims Muniz is releasing might arise under many different foreign, domestic, national, state, or local laws (including statutes, regulations, other administrative guidance, and common law doctrines), such as the following:

Anti-discrimination statutes, such as Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, and Executive Order 11,246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Age Discrimination in Employment Act (ADEA) and Executive Order 11,141, which prohibit age discrimination in employment; the Equal Pay Act, which prohibits paying men and women unequal pay for equal work; the Americans With Disabilities Act (ADA) and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; and any other federal, state, or local laws prohibiting discrimination in employment based on actual or perceived race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age, sexual orientation, or association with a person who has, or is perceived to have, any of those or other protected characteristics.

Federal employment statutes, such as the Worker Adjustment and Retraining Notification Act (WARN Act), which requires that advance notice be given of certain work force reductions; the Employee Retirement Income Security Act of 1974 (ERISA), which, among other things, protects employee benefits; and any other federal laws relating to employment, such as veterans' reemployment rights laws.

Other laws, such as any federal, state, or local laws mandating leaves of absence, restricting an employer's right to terminate employees, or otherwise regulating employment; any federal, state, or local law enforcing express or implied employment contracts or requiring an employer to deal with employees fairly or in good faith; any other federal, state, or local laws providing recourse for alleged wrongful discharge, tort, physical or personal injury, emotional distress, fraud, negligent misrepresentation, defamation, and similar or related claims; any other law relating to salary, commission, compensation, benefits, and other matters; and family and medical leave laws.

Examples of released Claims include, but are not limited to the following (except to the extent explicitly preserved by Section 2(b) of this Agreement): (i) Claims that in any way relate to or arose during Muniz's employment with the Company, or the termination of that employment, such as Claims for compensation, bonuses, commissions, lost wages, or unused accrued vacation or sick pay; (ii) Claims that in any way relate to the design or administration of any employee benefit program; (iii) Claims that Muniz has not received alleged irrevocable or vested rights to severance or similar benefits or post-employment health or group insurance benefits; (iv) any Claims to attorneys' fees or other indemnities (such as under the Civil Rights Attorneys' Fees Act), with respect to Claims Muniz is releasing; or (v) claims under state anti-discrimination laws, such as California's Fair Employment and Housing Act.

If, despite this Agreement, Muniz sues asserting any Claim that Muniz released, Muniz will be liable to the Released Parties (as defined below) for their attorneys' fees, other defense costs, and any other damages that the suit or arbitration causes, except those attributable to ADEA Claims.

Muniz promises not to accept any relief or remedies not set forth in this Agreement as to any Claim Muniz has released by signing it.

(b) **Claims Not Released:** This Agreement does not include, and Muniz does not waive, any rights or claims: (a) that may arise after Muniz signs this Agreement; (b) for alleged workplace injuries or occupational disease that arise under any state's workers' compensation laws; (c) that cannot be released by law; (d) to enforce this Agreement; or (e) to participate in any proceedings before an administrative agency responsible for enforcing labor and/or employment laws, e.g., the Equal Employment Opportunity Commission (EEOC). Muniz agrees, however, to waive and release any right to receive any monetary award from any such proceedings before an administrative agency. In addition, nothing in this Agreement shall be construed to limit Muniz's right to respond accurately and fully to any question, inquiry or request for information when required by legal process.

(c) **Unknown Claims:** Muniz expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and any other similar provision of applicable law, and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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.

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Muniz expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which the parties do not know of or suspect to exist in either of their favor at the time of signing this Agreement, and that this Agreement contemplates the release of any such Claim or Claims.

(d) **Released Parties:** The Released Parties are the Company, all current and former parents, subsidiaries, related companies, partnerships, or joint ventures, and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, and present, employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors.

Section 3 -- Promises

(a) **No Disparagement or Harm:** Muniz agrees to refrain from making any defamatory, malicious, or false oral or written statements about the Company or any of its past or present employees, officers, directors, or owners, or any general matter concerning the Company's reputation, standing in the business community, or business practices. Nothing in this paragraph shall limit any Party's ability to make truthful, good-faith competitive statements in the course of future employment. Nothing in this Agreement prevents Muniz from discussing or disclosing information about unlawful acts in the workplace, such as harassment or

discrimination or any other conduct that Muniz has reason to believe is unlawful. Further, nothing in this Agreement should be construed to interfere with Muniz's rights to exercise, assert, or enforce Muniz's rights under the National Labor Relations Act generally, or Section 7 specifically.

(b) **Implementation:** Muniz agrees to sign any documents and do anything else that in the future is needed to implement this Agreement.

(c) **This Agreement to be Kept Confidential Before Settlement is Approved:** Except as required by applicable law, regulation, or legal process, Muniz agrees to keep confidential before this settlement has been approved by the Court the fact, terms, and conditions of this Agreement to third parties, unless (a) Muniz reasonably believes that such disclosure is required by applicable law, (b) Muniz is compelled to disclose by judicial or administrative process, or (c) Muniz makes such disclosure in any action or proceeding brought by a party to this Agreement in pursuit of its rights under this Agreement; provided, however, in the case of disclosure pursuant to (a) or (b) above, Muniz will disclose only such information that Muniz believes Muniz is required to disclose and, to the extent practicable, Muniz will give the Company advance written notice of such intended disclosure so that the Company may seek a protective order. Notwithstanding the foregoing, Muniz understands that Muniz may disclose the terms of this Agreement with Muniz's spouse, attorneys, accountants, mental health professionals, and licensed tax advisors, but that any breach of this Section by them shall be considered a breach of the same by Muniz. Muniz may also disclose the terms of this Agreement as required in connection with any application for benefits (such as unemployment or disability benefits). Muniz acknowledges that if Muniz (or any person to whom Muniz made an authorized disclosure) violates the confidentiality terms of this Section 3(f), the actual damages to the Released Parties resulting from the breach would be difficult or impossible to ascertain. Therefore, in the event of such a violation, Muniz agrees to pay the Company upon demand as liquidated damages, and not as a penalty, the sum of \$1,000.00 (Three Thousand Dollars) per breach. Nothing in this Agreement prevents Muniz from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Muniz has reason to believe is unlawful. Further, nothing in this Agreement should be construed to interfere with Muniz's rights to exercise, assert, or enforce Muniz's rights under the National Labor Relations Act generally, or Section 7 specifically.

Section 4 -- Consideration of Agreement

Muniz acknowledges that, before signing this Agreement, Muniz was given at least 21 days in which to consider it. Muniz further acknowledges that: (1) Muniz took advantage of the time Muniz was given to consider this Agreement before signing it; (2) Muniz carefully read it; (3) Muniz fully understands it; (4) Muniz is entering into it voluntarily; (5) Muniz is receiving valuable consideration in exchange for Muniz's execution of this Agreement that Muniz would not otherwise be entitled to receive; and (6) the Company, in writing, encouraged Muniz to discuss this Agreement with Muniz's attorney before signing it, and Muniz did so to the extent Muniz deemed appropriate. Muniz understands that Muniz is entitled to revoke this Agreement, in writing, within seven (7) days once Muniz signs it. Such revocation must be delivered to the Company, through its outside counsel, Tonkon Torp LLP, at 1600 Pioneer Tower, 888 SW 5th Ave, Portland, OR 97204, Attention: Megan Reuther, within the 7-day period, in which case

Muniz will receive no benefits and this Agreement will not go into effect. If Muniz does not revoke this Agreement, it will become enforceable on the eighth day after Muniz signs it (Effective Date).

Section 5 -- Miscellaneous

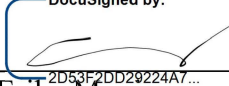
(a) **Entire Agreement:** This Agreement is the entire agreement between the Parties relating to Muniz's employment and the subject matters of this Agreement. It may not be modified or canceled in any manner, nor may any provision of it or any legal remedy with respect to it be waived, except by a writing signed by both Parties. Muniz acknowledges that the Company has made no representations or promises other than those in or referred to by this Agreement. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

(b) **Successors:** This Agreement binds Muniz's heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of all Released Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.

(c) **Interpretation:** This Agreement shall be construed as a whole according to its fair meaning. It shall not be construed strictly for or against Muniz or any Released Party. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. Captions are intended solely for convenience of reference and shall not be used in the interpretation of this Agreement.

BEFORE SIGNING THIS AGREEMENT READ AND CAREFULLY CONSIDER IT. IF YOU CHOOSE, DISCUSS IT WITH YOUR ATTORNEY (AT YOUR OWN EXPENSE). BY SIGNING THIS AGREEMENT, YOU WILL BE WAIVING YOUR KNOWN AND UNKNOWN CLAIMS.

Executed at Tustin, California, this 5 day of September, 2023.
(print name of city) (print name of state)

DocuSigned by:

2D53F2DD29224A7...
Signature of Erika Muniz

Executed at _____, _____, this ____ day of _____, 2023.
(print name of city) (print name of state)

Signature of Company Representative

Name and Title of Company Representative

Executed at _____, _____, this ____ day of _____, 2023.
(print name of city) (print name of state)

Signature of Erika Muniz

Executed at Austin, Texas, this 5th day of September, 2023.
(print name of city) (print name of state)

LUIS SERRANO

Signature of Company Representative

LUIS SERRANO CEO

Name and Title of Company Representative

Exhibit 2

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Morales v. Sunshine Retirement Living-V3

Monday, May 1, 2023

Requesting Law Firm:

Janelle Carney- Attorney At Law, APC

Law Firm Contact:

Janelle Carney- Attorney At Law, APC

E-Mail Address:

jerin@janellecarneylaw.com

ILYM Group Contact:

Michael Sutherland

E-Mail Address:

msutherland@ilymgroup.com

Contact Number:

321.223.5067

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Estimated Class Size	1,130
Estimated Percentage of Undeliverable Mail	20%
ILYM Group Static Website	No
Number of Tax Years	Two
Certified Spanish Translation	No

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	3	\$450.00
Programming of Class Database	Hourly	\$175.00	3	\$525.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$975.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	7	\$840.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objections	Hourly	\$70.00	3	\$210.00
Report Processing	Hourly	\$70.00	5	\$350.00
NCOA	Flat Fee	\$95.00	1	\$95.00
Toll-Free Call Center Support	Flat Fee	\$500.00	1	\$500.00
Weekly Reports	Flat Fee	\$750.00	1	Waived

Subtotal \$2,065.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.25	1,130	\$1,412.50
USPS First Class Postage	Per Piece	\$0.57	1,130	\$644.10
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.00	226	\$452.00
Storage, Photocopies, Deliveries	Flat Fee	\$300.00	1	\$300.00

Subtotal \$2,808.60

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	6	\$900.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	6	\$750.00
Bank Charges monthly for installments	Per Month	\$55.00	18	\$990.00
Check Stub & Release - (including W-2 & 1099)	Per Check	\$1.25	1,130	\$1,412.50
Check Mailing Postage	Per Piece	\$0.57	1,130	\$644.10
Re-Mails (Skip Trace/Undeliverable/Requests)	Per Piece	\$2.00	113	\$226.00
Installment payments from Defendant	Hourly	\$125.00	6	\$750.00
Preparation of Taxes	Hourly	\$125.00	14	\$1,750.00
Annual Filing of Tax Return-Distribute December 2024	Per Year	\$1,500.00	3	\$4,500.00

*Additional Bank fees may apply

Subtotal \$11,922.60

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	8	\$800.00
Project Manager Final Reporting	Hourly	\$120.00	8	\$960.00
Declarations	Hourly	\$125.00	4	\$500.00

Subtotal \$2,260.00

Total Case Estimate: \$20,031.20

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 3

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- TCPA
- Antitrust
- Securities

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

John Lofton, et al. v. Collecto, Inc.

- TCPA Case with a class size of 207,036.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID’s. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

Exhibit 4

Jerin Wilkinson

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, September 13, 2023 1:42 PM
To: Jerin Wilkinson
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

Exhibit 5

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
Total for Court Costs						\$1,268.20	
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						\$5,682.91	