

PLAINTIFF/PETITIONER: Deanna Lynette Davis
 DEFENDANT/RESPONDENT: Lifelong Medical Care

CASE NUMBER:
 HG19024178

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

Arby Aiwazian (SBN 269827)
 Joanna Ghosh (SBN 272479)
 Elizabeth Parker-Fawley (SBN 301592)
 Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
 410 West Arden Avenue, Suite 203
 Glendale, California 91203
 Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs Lorena Bellamy, Orishia Blacksher, and Harold Brissett

[Additional counsel listed on the following page]

FILED
ALAMEDA COUNTY

OCT 21 2024

CLERK OF THE SUPERIOR COURT

By Nicole [Signature]

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

LORENA BELLAMY, individually, and on
 behalf of other members of the general public
 similarly situated; and ORISHIA
 BLACKSHER and HAROLD BRISSETT,
 individually, and on behalf of other aggrieved
 employees pursuant to the California Private
 Attorneys General Act;

Plaintiffs,

vs.

LIFELONG MEDICAL CARE, a California
 corporation; and DOES 1 through 100,
 inclusive,

Defendants.

DEANNA LYNETTE DAVIS, individually
 and on behalf of all others similarly situated;

Plaintiff,

v.

LIFELONG MEDICAL CARE, a California
 Corporation; and DOES 1-50, inclusive,

Defendants

Case No.: HG19024178
 [consolidated with Case Nos. 21CV004212 &
 22CV012004]

Honorable Noël Wise
 Department 21

CLASS ACTION

[REVISED PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

Reservation ID: 512219556503
 Date: October 15, 2024
 Time: 1:30 p.m.
 Department: 21

Bellamy Action Filed: June 24, 2019
Bellamy FAC Filed: January 12, 2022
 Trial Date: None Set

1 DEANNA LYNETTE DAVIS, individually
2 and on behalf of other aggrieved employees
3 pursuant to the California Private Attorney's
4 General Act;

5 Plaintiff,

6 v.

7 LIFELONG MEDICAL CARE, a California
8 Corporation; and DOES 1-50, inclusive,

9 Defendants

10 James R. Hawkins (SBN 192925)
11 Gregory Mauro (SBN 222239)
12 **JAMES HAWKINS, APLC**
13 9880 Research Drive, Suite 200
14 Irvine, California 92618
15 Tel: (949) 387-7200 / Fax: (949) 387-6676

16 *Attorneys for Plaintiff Deanna Lynette Davis*

1 This matter has come before the Honorable Noël Wise in Department 21 of the Superior
2 Court of the State of California, for the County of Alameda, located at the Rene C. Davidson
3 Courthouse, 1225 Fallon Street, Oakland, California 94612, on October 15, 2024, at 1:30 p.m. for
4 Plaintiffs Lorena Bellamy, Orishia Blacksher, Harold Brissett, and Deanna Lynette Davis's
5 (collectively, the "Plaintiffs"), Motion for Preliminary Approval of Class Action Settlement
6 ("Motion for Preliminary Approval"). Lawyers *for* Justice, PC appear as counsel for Plaintiffs
7 Lorena Bellamy, Orishia Blacksher, and Harold Brissett and James Hawkins, APC appear as
8 counsel for Plaintiff Deanna Lynette Davis, and ElGuindy, Meyer & Koegel, APC appears as
9 counsel for Defendant Lifelong Medical Care, Inc. ("Defendant").

10 On or around July 17, 2024, Plaintiffs and Defendant (collectively, the "Parties") executed
11 the Class Action and Private Attorneys General Act Settlement Agreement ("Original Agreement").

12 On July 17, 2024, Plaintiffs filed the Motion for Preliminary Approval and papers in
13 support thereof, and noticed the motion for hearing on August 20, 2024 at 1:30 p.m..

14 On August 19, 2024, the Court issued a Tentative Ruling on the Motion for Preliminary
15 Approval, which the Parties did not dispute and submitted on, and which was adopted by the Court
16 by way of Minute Order issued on August 20, 2024 ("August 20, 2024 Ruling on Motion for
17 Preliminary Approval"). The August 20, 2024 Ruling on Motion for Preliminary Approval
18 continued the hearing on the Motion for Preliminary Approval to October 15, 2024 at 1:30 p.m.,
19 requested additional information in support of the Motion for Preliminary Approval, and provided
20 instructions for the Parties to modify the settlement terms (and to make corresponding
21 modifications to the proposed class notice) to address the Court's concerns.

22 The Parties negotiated and entered into the First Amended Class Action and Private
23 Attorneys General Act Settlement Agreement on September 30, 2024 ("Settlement," "Settlement
24 Agreement," or "Agreement"), which was submitted to the Court as a "**EXHIBIT 1**" to the
25 Declaration of Joanna Ghosh in Support of Plaintiffs' Motion for Preliminary Approval of Class
26 Action Settlement. The Parties also negotiated and reached agreement on a revised Notice of
27 Proposed Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice").

28 ///

1 The Court, having carefully considered the papers, argument of counsel, and all matters
2 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
3 Preliminary Approval of Class Action Settlement.

4 **IT IS HEREBY ORDERED THAT:**

5 1. The Court preliminarily approves the First Amended Class Action and Private
6 Attorneys General Act Settlement Agreement, attached as "**EXHIBIT 1**" to the Declaration of
7 Joanna Ghosh in Support of Plaintiffs' Motion for Preliminary Approval of Class Action
8 Settlement. This is based on the Court's determination that the Settlement falls within the range of
9 possible approval as fair, adequate, and reasonable.

10 2. This Order incorporates by reference the definitions in the Settlement Agreement,
11 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
12 the Settlement Agreement.

13 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
14 and reasonable. It appears to the Court that extensive investigation and research have been
15 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
16 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
17 substantial additional costs by all Parties, as well as avoid the delay and risks that would be
18 presented by the further prosecution of the cases. It further appears that the Settlement has been
19 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
20 entered into in good faith.

21 4. The Court preliminarily finds that the Settlement, including the allocations for the
22 Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payments,
23 PAGA Payment, Settlement Administration Expenses, and payments to the Participating Class
24 Members and Aggrieved Employees provided thereby, appear to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
26 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement awards made available to the Class Members and
28 Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable

1 outcome of further litigation relating to certification, liability, and damages issues.

2 5. The Court concludes that, for settlement purposes only, the proposed Class meets
3 the requirements for certification under section 382 of the California Code of Civil Procedure in
4 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
5 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
6 community of interest amongst the members of the Class with respect to the subject matter of the
7 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
8 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
9 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
10 Counsel are qualified to act as counsel for Plaintiffs in their individual capacities and as the
11 representatives of the Class.

12 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
13 follows:

14 All current and former hourly-paid or non-exempt employees who are or were
15 employed by and performed work for Defendant in California at any time during the
16 period from June 24, 2015, through March 1, 2023.

17 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, Elizabeth Parker-
18 Fawley, and Matthew Richard Soto of Lawyers *for* Justice, PC and James Hawkins and Gregory
19 Mauro of James Hawkins, APC as counsel for the Class ("Class Counsel").

20 8. The Court provisionally appoints Plaintiffs Lorena Bellamy, Orishia Blacksher,
21 Harold Brissett, and Deanna Lynette Davis as the representatives of the Class (collectively, the
22 "Class Representatives").

23 9. The Court provisionally appoints ILYM Group, Inc. ("ILYM Group") to handle the
24 administration of the Settlement ("Settlement Administrator").

25 10. Within fourteen (14) calendar days of the date of this Order, Defendant shall provide
26 to the Settlement Administrator an electronic database containing the following information for
27 each Class Member: their full name, last-known mailing address, Social Security number, employee
28 identification number, email address (if known and available to Defendant), start and end dates of
employment during the Class Period as a Class Member, Workweeks during the Class Period,

1 Workweeks during the PAGA Period, and Workweeks during the period of time from June 24,
2 2015 to November 30, 2022 (collectively, "Class Data") in conformity with the Settlement
3 Agreement.

4 11. The Court approves, both as to form and content, the Notice of Proposed Settlement
5 of Class Action and Hearing Date for Final Court Approval ("Class Notice") attached hereto as
6 **"EXHIBIT 1."** The Class Notice shall be provided to Class Members in the manner set forth in
7 the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately
8 inform the Class Members of all material elements of the Settlement, of Class Members' right to
9 be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members'
10 right to dispute the Workweeks credited to each of them by submitting a Workweek Dispute, and
11 of each Participating Class Member's right and opportunity to object to the Class Settlement by
12 submitting a timely written Objection to the Settlement Administrator and/or making an objection
13 orally at the Final Approval Hearing. The Court further finds that distribution of the Class Notice
14 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
15 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
16 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court
17 further orders the Settlement Administrator to mail the Class Notice in English and Spanish by
18 First-Class U.S. mail to all Class Members within fourteen (14) calendar days of receipt of the Class
19 Data, pursuant to the terms set forth in the Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
22 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
23 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
24 Administrator, postmarked no later than the date which is forty-five (45) calendar days from the
25 original date of mailing the Class Notice ("Response Deadline"), or, in the case of a re-mailed Class
26 Notice, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar
27 days from the original Response Deadline. Any such person who timely and validly chooses to opt
28 out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the

1 Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal,
2 or comment thereon. If the Settlement is granted final approval by the Court, all Class Members
3 who do not submit a timely and valid request to be excluded (i.e., Participating Class Members)
4 shall be bound by the Class Settlement and any final judgment based thereon, and will be issued
5 their Settlement Share. If the Settlement is granted final approval by the Court, all current and
6 former hourly-paid or non-exempt employees who are or were employed by and performed work
7 for Defendant in California at any time during the period from July 1, 2018 through March 1, 2023
8 ("Aggrieved Employees") will also be issued their PAGA Share, irrespective of whether they
9 submit a Request for Exclusion with respect to the Class Settlement.

10 13. A Final Approval Hearing shall be held before this Court on
11 2/11/25 at 1:30 PM a.m./p.m. in
12 Department 21 of the Superior Court of California for the County of Alameda, Rene C. Davidson
13 Courthouse, located at 1225 Fallon Street, Oakland, California 94612, to determine all necessary
14 matters concerning the Settlement, including: whether the proposed settlement of the action on the
15 terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
16 finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered
17 herein; whether the plan of allocation contained in the Settlement should be approved as fair,
18 adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether
19 to finally approve the requests for the Class Counsel Fees, Class Counsel Litigation Expenses, Class
20 Representative Service Payments, Settlement Administration Expenses, and allocation of the
21 PAGA Payment.

22 14. Class Counsel shall file a motion for final approval of the Settlement and for Class
23 Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payments,
24 Settlement Administration Expenses, and the PAGA Payment, along with the appropriate
25 declarations and supporting evidence, including the Settlement Administrator's declaration, on or
26 before the CCP 1005 date, to be heard at the Final Approval Hearing.

27 ///

28 ///

1 15. To object to the Class Settlement, a Class Member may submit their written
2 Objection to the Settlement Administrator on or before the Response Deadline. The Objection must
3 be signed and must contain the information that is required, as set forth in the Class Notice,
4 including and not limited to the grounds for the objection. Participating Class Members may also
5 present their objection orally at the Final Approval Hearing, regardless of whether they have
6 submitted a written Objection.

7 16. The Settlement is not a concession or admission, and shall not be used against
8 Defendant as an admission or indication with respect to any claim of any fault or omission by
9 Defendant or any concession that class certification other than for purposes of settlement is
10 appropriate. Whether or not the Settlement is finally approved, neither the Settlement, nor any
11 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
12 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
13 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
14 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
15 wrongdoing, omission, concession (including without limitation with respect to the appropriateness
16 of class certification), or damage, except for legal proceedings concerning the implementation,
17 interpretation, or enforcement of the Settlement.

18 17. In the event the Settlement does not become effective in accordance with the terms
19 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
20 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
21 vacated, and the Parties shall revert back to their respective positions as of before entering into the
22 Settlement Agreement.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

5
6 **IT IS SO ORDERED.**

7 Dated: 10/15/24

8 By: 
9 The Honorable Noël Wise
10 Judge of the Superior Court of Alameda
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

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

***Lorena Bellamy v. Lifelong Medical Care,*
Superior Court of California for the County of Alameda, Case No. HG19024178,
Deanna Lynette Davis v. Lifelong Medical Care,
Superior Court of California for the County of Alameda, Case No. 21CV004212,
and
Deanna Lynette Davis v. Lifelong Medical Care,
Superior Court of California for the County of Alameda, Case No. 22CV012004**

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Lorena Bellamy, Orishia Blacksher, Harold Brissett, and Deanna Lynette Davis (collectively, the "Plaintiffs") and Defendant Lifelong Medical Care, ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the cases entitled *Lorena Bellamy v. Lifelong Medical Care*, Alameda County Superior Court, Case No. HG19024178 ("Bellamy Action"), *Deanna Lynette Davis v. Lifelong Medical Care*, Alameda County Superior Court, Case No. 21CV004212 ("Davis Class Action"), and *Deanna Lynette Davis v. Lifelong Medical Care*, Alameda County Superior Court, Case No. 22CV012004 ("Davis PAGA Action") (collectively, the "Action"), which may affect your legal rights. On **[date of Preliminary Approval]**, the Court granted preliminary approval of the settlement and scheduled a hearing on **[hearing date]** at **[hearing time]** ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees who are or were employed by and performed work for Defendant in California at any time during the PAGA Period.

"Class" means all current and former hourly-paid or non-exempt employees who are or were employed by and performed work for Defendant in California at any time during the Class Period.

"Class Member" is a member of the Class.

"Class Period" means the period from June 24, 2015 to March 1, 2023.

"Class Settlement" means the settlement and release of the Released Class Claims (as defined in Section III.D below).

"PAGA Period" means the period of time from July 1, 2018 to March 1, 2023.

"PAGA Settlement" means the settlement and release of the Released PAGA Claims (as defined in Section III.D below).

II. BACKGROUND OF THE LAWSUIT

On June 24, 2019, Plaintiff Lorena Bellamy commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Alameda County Superior Court, Case No. HG19024178 ("Original Bellamy Complaint").

On July 1, 2019, Plaintiff Harold Brissett submitted a letter to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. ("PAGA") of his intent to seek civil penalties under PAGA ("Brissett

PAGA Letter”). On September 13, 2021, Plaintiff Harold Brissett filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. which is captioned *Brissett, et al. v LifeLong Medical Care, Inc.*, Superior Court of the State of California, County of Alameda Case No. RG21113462 (“Brissett Complaint”).

On July 1, 2021, Plaintiff Orishia Blacksher submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to PAGA of her intent to seek civil penalties under PAGA (“Blacksher PAGA Letter”). On September 4, 2019, Plaintiff Orishia Blacksher filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. which is captioned *Blacksher, et al. v LifeLong Medical Care, Inc.*, Superior Court of the State of California, County of Alameda Case No. RG19033794 (“Blacksher Complaint”).

On January 12, 2022, Plaintiff Lorena Bellamy filed a First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“First Amended Bellamy Complaint”) against Defendant in the Superior Court of the State of California, County of Alameda, adding Plaintiffs Orishia Blacksher and Harold Brissett to the Bellamy Action and including an additional cause of action under PAGA.

On July 1, 2021, Plaintiff Deanna Lynette Davis submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to PAGA of her intent to seek civil penalties under PAGA (“Davis PAGA Letter”) (collectively, the Brissett PAGA Letter, Blacksher PAGA Letter, and Davis PAGA Letter are referred to as, the “PAGA Letters in the Action”). On December 16, 2021, Plaintiff Deanna Lynette Davis filed the Class Action Complaint Pursuant to California Code of Civil Procedure § 382 against Defendant (the “Davis Class Complaint”).

On May 31, 2022, Plaintiff Deanna Lynette Davis filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Davis PAGA Complaint”) (collectively, the First Amended Bellamy Complaint, Davis Class Complaint, and Davis PAGA Complaint are referred to as, the “Operative Complaints in the Action”).

On June 20, 2022, the Bellamy Action and the Davis Class Action were deemed consolidated, with the Bellamy Action being the lead case.

On February 27, 2024, the Bellamy Action and the Davis PAGA Action were deemed consolidated, with the Bellamy Action being the lead case.

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*. Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action and denies that it violated any laws. The Court has not decided whether there is any merit to Plaintiffs’ claims.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the First Amended Class Action and Private Attorneys General Act Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiffs Lorena Bellamy, Orishia Blacksher, Harold Brissett, and Deanna Lynette Davis as representatives of the Class (collectively, the “Class Representatives”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwazian
Joanna Ghosh
Elizabeth Parker-Fawley

Matthew Richard Soto
LAWYERS FOR JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

James R. Hawkins (SBN 192925)
Gregory Mauro (SBN 222239)
JAMES HAWKINS, APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Tel: (949) 387-7200 / Fax: (949) 387-6676

If you are a Class Member, you **do not need to take any action to receive a Settlement Share, but you have the opportunity to request exclusion from the Class Settlement** (in which case you will not receive a Settlement Share), **object to the Class Settlement, and/or dispute the Workweeks credited to you**, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members or Aggrieved Employees. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members and the State of California. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The gross settlement amount is One Million Seven Hundred and Fifty Thousand Dollars (\$1,750,000) (the "Gross Settlement Amount") to be paid by Defendant in two (2) installment payments. The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Gross Settlement Amount less the following payments, which are subject to approval by the Court: (1) Class Counsel Fees Payment, consisting of attorneys' fees in an amount up to 35% of the Gross Settlement Amount (i.e., \$612,500 if the Gross Settlement Amount remains \$1,750,000), (2) Class Counsel Litigation Expenses Payment consisting of reimbursement of litigation costs and expenses in an amount up to Forty Thousand Dollars (\$40,000) to Class Counsel; (3) Class Representative Service Payments in an amount up to Ten Thousand Dollars (\$10,000) to each Plaintiff for their services in the Action, for a total of Forty Thousand Dollars (\$40,000); (3) PAGA Payment in the amount of Two Hundred Thousand Dollars (\$200,000), of which the LWDA will be paid 75% (i.e., \$150,000) ("LWDA Payment") and the remaining 25% (i.e., \$50,000) to be distributed on a *pro rata* basis to Aggrieved Employees based on their respective Pay Periods during the PAGA Period ("PAGA Employee Amount"); and (4) Settlement Administration Expenses in an amount not to exceed Thirty Thousand Dollars (\$30,000) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount ("Settlement Share") based on the number of weeks each Class Member was employed by and performed work for Defendant as an hourly-paid or non-exempt employee in California during the Class Period ("Workweeks").

The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members during the Class Period to determine a dollar amount per week ("Weekly Rate") and multiplied each Class Member's individual Workweeks during the Class Period by the Weekly Rate to yield his or her estimated Settlement Share (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Members") will be issued payment of their final Settlement Share.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("PAGA Share") based on the number of Pay Periods each Aggrieved Employee was employed by and performed worked for Defendant as an hourly-paid or non-exempt employee in California at any time during the

PAGA Period ("Pay Periods"). Pay Periods during the PAGA Period are the same as Workweeks during the PAGA Period.

The Settlement Administrator has divided the PAGA Employee Amount by the Pay Periods of all Aggrieved Employees during the PAGA Period to yield the "PAGA Weekly Rate" and multiplied each Aggrieved Employee's individual Pay Periods during the PAGA Period by the PAGA Weekly Rate to yield his or her PAGA Share (which is listed in Section III.C below).

Each Settlement Share will be allocated as one-third (1/3) wages, which will be reported on an IRS Form W2, and two-thirds (2/3) interest and claims for penalties, which will be reported on an IRS Form 1099 (if applicable). Each Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Settlement Shares. The employer's share of payroll taxes and contributions with respect to the wages portion of Settlement Shares shall be paid by Defendant separately and in addition to the Gross Settlement Amount. PAGA Shares will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099 (if applicable).

If the Court grants final approval of the Settlement, Settlement Shares will be mailed to Participating Class Members and PAGA Shares will be mailed to Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and/or Pay Periods Based on Defendant's Records

According to Defendant's records:

- **From June 24, 2015, to March 1, 2023 (i.e., Class Period), you are credited with [] Workweeks.**
- **From July 1, 2018 to March 1, 2023 (i.e., PAGA Period), you are credited with [] Pay Periods.**

If you wish to dispute your Workweeks and/or Pay Periods allocated to you, you must submit a written dispute ("Workweeks Dispute") to the Settlement Administrator at the address specified in Section IV.B below, by mail, postmarked **no later than [the Response Deadline]**. The Workweeks Dispute must: (1) contain your full name, last four digits of your Social Security number or Employee ID number, and your signature; (2) contain the case name and number of the Bellamy Action; (3) contain an assertion as to what you believe are your correct number of Workweeks and/or Pay Periods and the amount of your Settlement Share; (4) attach any documentation to support your assertion; and (5) otherwise comply with the instructions in this Class Notice regarding the submission of a Workweeks Dispute.

C. Your Estimated Settlement Share and/or PAGA Share (if applicable)

As explained above, your estimated Settlement Share and/or PAGA Share (if applicable) is based on the number of Workweeks and/or Pay Periods credited to you.

Under the terms of the Class Settlement, your Settlement Share is estimated to be \$. The Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the PAGA Settlement, your PAGA Share is estimated to be \$. The PAGA Share will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months and more information regarding the timing of payments is provided below. Your Settlement Share and/or PAGA Share (if applicable) reflected in this Notice are only estimates. Your actual Settlement Share and/or PAGA Share (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs and each Participating Class Member will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiffs Brissett, Blacksher, and Davis, and the State of California, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all Released PAGA Claims.

“Released Class Claims” means all class claims pled or which could have been pled against Released Parties based on the factual allegations contained in the Operative Complaints in the Action, including but not limited to violations of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; violations of the California Industrial Welfare Commission (“IWC”) Wage Orders including, *inter alia* Wage Orders 4- 2001, 5-2001, and 15-2001; and violations of California Business and Professions Code § 17200, *et seq.* based on the aforementioned, arising during the Class Period, and expressly excluding all other claims, for example, claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, and workers’ compensation, and all class claims outside of the Class Period.

“Released PAGA Claims” means all claims for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698, *et seq.*, pled or which could have been pled against Released Parties based on the factual allegations described in the PAGA Letters in the Action and only to the extent that they are alleged in the Operative Complaints in the Action, including but not limited to violations of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and violations of the California Industrial Welfare Commission (“IWC”) Wage Orders including, *inter alia* Wage Orders 4-2001, 5-2001, and 15-2001 arising during the PAGA Period as to the Aggrieved Employees. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for vested benefits, wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

“Released Parties” means: Defendant, Defendant’s respective past, present, and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present, and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors, and assigns of Defendant.

E. Class Counsel Fees Payment and Litigation Expenses Payment to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$612,500 if the Gross Settlement Amount remains \$1,750,000) (“Class Counsel Fees Payment”) and reimbursement of litigation costs and expenses in an amount of up to Forty Thousand Dollars (\$40,000.00) (“Class Counsel Litigation Expenses Payment”), subject to approval by the Court. The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and the State of California on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Class Representative Service Payments to Plaintiffs

Plaintiffs will each seek the amount of Ten Thousand Dollars (\$10,000) (“Class Representative Service Payments”), in recognition of their services in connection with the Action. The Class Representative Service Payments will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiffs in addition to their Settlement Share and/or PAGA Share that they are entitled to under the Settlement.

G. Settlement Administration Expenses to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Thirty Thousand Dollars (\$30,000) (“Settlement Administration Expenses”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Objections, and Workweeks Disputes, calculating Settlement Shares and PAGA Shares, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

H. When Will I Receive my Settlement Payment(s)?

Defendant shall fund the Gross Settlement Amount by way of two (2) installment payments, each of which shall be in the amount of one-half (1/2) of the Gross Settlement Amount (i.e., \$875,000 if the Gross Settlement Amount remains \$1,750,000). Within thirty (30) calendar days of the date on which the Final Approval Order and Judgment is entered, Defendant shall provide the Settlement Administrator with the first installment payment of one-half (1/2) of the Gross Settlement Amount (i.e., \$875,000) and the amount necessary to pay Defendant's share of payroll taxes ("First Installment"). No later than twelve (12) months after the First Installment is due, Defendant shall provide the Settlement Administrator the second installment payment of the remaining one-half (1/2) of the Gross Settlement Amount (i.e., \$875,000) ("Second Installment").

Distributions of Settlement Shares to Participating Class Members and PAGA Shares to Aggrieved Employees shall occur no later than fifteen (15) days after Defendant fully funds the Gross Settlement Amount and the occurrence of the Effective Date.

"Effective Date" means the date when all of the following events have occurred: (A) the Settlement Agreement is approved by the Court; and (B) the Judgment becomes final, meaning: (i) if no objection to the Class Settlement is made, the date the Judgment is entered; (ii) if an objection to the Class Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed; (iii) if Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Settlement Share unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be issued your PAGA Share. Aggrieved Employees may not opt-out of the PAGA Settlement.

Class Members and Aggrieved Employees will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless they retain your own counsel, in which event they will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you may seek exclusion from the Class Settlement by sending a written request ("Request for Exclusion") to the Settlement Administrator by mail at the specified address below, postmarked no later than [Response Deadline].

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (1) contain your full name, last four digits of your Social Security number or Employee ID number, and your signature; (2) contain the case name and number of the Bellamy Action; (3) contain a clear statement that you wish to be excluded from, and not participate in, the Class Settlement; and (4) otherwise comply with the instructions in this Class Notice regarding the submission of a Request for Exclusion.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion from the Class Settlement will not be entitled to receive their Settlement Share, will not be bound by the Class Settlement (or the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as any judgment that may be entered by the

Court based thereon. Aggrieved Employees will be issued a PAGA Share, regardless of whether they submit a Request for Exclusion from the Class Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement, Class Counsel Fees, Class Counsel Litigation Expenses, and/or the Class Representative Service Payments, as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator by mail, postmarked no later than [Response Deadline], or presenting your objection at the Final Approval Hearing.

A written objection must: (1) contain your full name, last four digits of your Social Security number or Employee ID number, and your signature; (2) contain the case name and number for the Bellamy Action; (3) contain a written statement which sets forth the grounds for the objection(s); and (4) must otherwise comply with the instructions in this Class Notice regarding the submission of an Objection.

Regardless of whether a written Objection is submitted by them, Class Members shall also be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Class Settlement, Class Counsel Fees, Class Counsel Litigation Expenses, and/or the Class Representative Service Payments.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department [21] of the Alameda County Superior Court, located at the René C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payments to Plaintiffs, and Settlement Administration Expenses to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please visit the Court's website for the most up-to-date information regarding any requirements that may apply for accessing Court facilities: <http://www.alameda.courts.ca.gov/>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by visiting the public terminals at the Civil Division, located at the René C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, during business hours, or online by visiting the following website: <https://eportal.alameda.courts.ca.gov/?q=Home>

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>.

After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link. At this point you will be prompted to create your own account. Once created, enter the case number for the Bellamy Action and click "Submit." Imaged documents filed in the case may be viewed at a minimal charge. You may also view imaged documents filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

On October 23, 2024, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

(See Attached Service List)

Executed on October 23, 2024, at Irvine, California


Eddie Magana

Arby Aiwarzian (SBN 269827)
Joanna Ghosh (SBN 272479)
Matthew Richard Soto (SBN 353499)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
Attorneys for Plaintiffs Lorena Bellamy, Orishia Blacksher, and Harold Brissett

ELGUNDY, MEYER, & KOEGEL, APC

David M. Daniels, Esq.
Ryan S. Hanlon, Esq.
2990 Lava Ridge Court, Suite 205
Roseville, CA 95661
Email: ddaniels@emklawyers.com
Email: rhanlon@emklawyers.com

*Attorneys for Defendant
Lifelong Medical Care*

Via LWDA Website Only

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>