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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**
12

13 MARIA AMADOR, an individual, on behalf of
14 herself and on behalf of all persons similarly
15 situated,

16 Plaintiff,

17 v.

18 COLONIAL CARE CENTER, INC., a
California Corporation; LONGWOOD
MANAGEMENT CORP., a California
19 Corporation; and DOES 1-100, Inclusive,

20 Defendant.
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Case No. 22STCV21067

[Complaint Filed: June 28, 2022]

**JOINT STIPULATION FOR ORDER
APPROVING SETTLEMENT
PURSUANT TO LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004 (CAL. LAB. CODE § 2698
ET SEQ.)**

Judge: Hon. William Fahey
Dept.: 69
Trial: July 3, 2023

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11 Attorneys for Defendants
12 COLONIAL CARE CENTER, INC.
13 LONGWOOD MANAGEMENT CORP.
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1 IT IS HEREBY STIPULATED by and between counsel for Plaintiff Maria Amador
2 (“Plaintiff”), and counsel for defendants Colonial Care Center, Inc., (hereinafter “Colonial”), and
3 Longwood Management Corp. (“Longwood”) (collectively, “Defendants”) as follows:

4 1. **WHEREAS**, on or about January 28, 2022, Plaintiff filed a Notice of Alleged
5 California Labor Code Violations (“PAGA Notice”) with the Labor and Workforce Development
6 Agency (“LWDA”) and provided a copy to Defendants via certified mail alleging Defendants
7 failed to (1) pay minimum and overtime wages, (2) provide paid sick leave, including COVID-19
8 Supplemental Paid Sick Leave, (3) pay meal-and-rest period premium wages, (4) reimburse of
9 necessary business expenses, (5) provide wage statement violations, (6) timely pay wages during
10 and upon separation of employment, (7) accurately maintain records, (8) conduct lawful
11 background checks, (9) make personnel files available for inspection, and (10) provide safe
12 working conditions.

13 2. **WHEREAS**, on or about June 28, 2022, Plaintiff filed a Complaint against
14 Defendants in the California Superior Court for the County of Los Angeles (the “Court”) entitled
15 *Amador v. Colonial Care Center, Inc.*, Case Number 22STCV21067 (the “Action”), alleging a
16 single cause of action for civil penalties under the Private Attorneys General Act (“PAGA”) for
17 the alleged California Labor Code violations asserted in the PAGA Notice.

18 3. **WHEREAS**, on or about August 28, 2022, Defendants filed their Answer to
19 Plaintiff’s Complaint denying all material allegations and raising numerous defenses.

20 4. **WHEREAS**, Plaintiff and Defendants (hereinafter collectively the “Parties”)
21 engaged in informal discovery, during which Defendants provided (1) a sampling of time and
22 corresponding pay records of Covered Employees, (2) Colonial’s employee handbook, relevant
23 policies, arbitration agreements, wage statements, (3) Plaintiff’s employment file, and (4) the total
24 number of Covered Employees and pay periods worked during the relevant period. The Parties
25 have also conducted extensive independent investigations and evaluations of the claims and
26 defenses in this matter, including hiring an expert to analyze the sampling of Covered Employees’
27 time records. Both Plaintiff’s counsel and Defendants’ counsel have significant experience
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litigating and resolving the type of wage-and-hour claims alleged in the Action, including claims for civil penalties under PAGA.

5. **WHEREAS**, on December 22, 2022, the Parties engaged in mediation with Lou Marlin, Esq. A settlement was reached at the conclusion of the mediation, the material terms of which are encompassed in the PAGA Settlement Agreement (the “Settlement Agreement”). According to the Settlement Agreement, the “Released Claims” are defined as any and all claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising between April 24, 2021 and the date the Court approves this Settlement (the “Covered Period”), based on the facts alleged by Plaintiff in the Action and Plaintiff’s notice letters to the LWDA including, but limited to, Labor Code sections 201, 202, 203, 210, 216, 218.5, 221, 222, 225.5, 226, 226.3, 226.6, 226.7, 233, 234, 245, 245.5, 246, 246.5, 247, 247.5, 248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2699.3, 2802, 2804, and 2810.5, and the applicable IWC Wage Orders, any resulting claim for attorneys’ fees and costs under PAGA (“Released Claims”). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**, and all terms defined therein are hereby incorporated by reference. All capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

6. **WHEREAS**, only for the purpose of the settlement of the Action, “Covered Employees” are defined as all current and former hourly employees of Colonial who performed work in California at any time during the Covered Period.

7. **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court review and approve any settlement pursuant to PAGA.

8. **WHEREAS**, the Parties, by and through their counsel of record herein, agree and stipulate to approval and now seek Court approval through this Stipulation and [Proposed] Order for Approval of PAGA Settlement.

9. **WHEREAS**, the Settlement Agreement contemplates:

a. Issuance of a Court order approving the Settlement; and

1 b. Discharge and release by Plaintiff, the State of California, and the Covered
2 Employees of the Released Parties from the Released Claims.

3 10. **WHEREAS**, the Parties recognize that the issues presented in the Action are
4 likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further
5 litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to
6 the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of
7 the outcome inherent in any litigation.

8 11. **WHEREAS**, based on their own independent investigations and evaluations, the
9 Parties and their respective counsel are of the opinion that the settlement of the Released Claims
10 on the terms set forth in the Settlement Agreement are fair, reasonable and adequate and is in the
11 best interests of the Parties, the LWDA, and Covered Employees in light of all known facts and
12 circumstances and the risks inherent in litigation.

13 12. **WHEREAS**, the Parties recognize that this Court may, pursuant to California
14 Labor Code Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount
15 permitted under PAGA if, based on the facts and circumstances of the particular case, to do
16 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.

17 13. **WHEREAS**, on February 3, 2020, Plaintiff has provided a copy of this Joint
18 Stipulation and the Settlement Agreement to the LWDA in accordance with Labor Code Section
19 2699(l)(2).

20 14. **WHEREAS**, the Settlement Agreement provides that Atticus Administration,
21 LLC shall administer the Settlement Agreement in accordance with its terms.

22 15. **WHEREAS**, in consideration of the terms and conditions set forth in the
23 Settlement Agreement, the Parties agree to be bound to the terms and conditions set forth in the
24 Settlement Agreement, including that:

25 a. Within five (5) days after the Settlement becomes Final, Defendants shall
26 provide the Settlement Administrator the names, last known addresses, Social Security numbers,
27 and PAGA Period Pay Periods of all Covered Employees.

1 b. Within fourteen (14) days after the Settlement becomes Final, Defendants
2 will wire transfer the One Hundred Seventy-Five Thousand (\$175,000.00) (“Gross Settlement
3 Amount”) into an account for administration and distribution maintained by the Settlement
4 Administrator. The Gross Settlement Amount shall be allocated as follows:

5 i. A PAGA Representative Payment to Plaintiff of not more than Two
6 Thousand Dollars (\$2,000.00) (in addition to any Individual PAGA Payment the Plaintiff is
7 entitled to as a Covered Employee).

8 ii. A PAGA Counsel Fees Payment of not more than 33.3% which is
9 currently estimated to be Fifty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-
10 Three Cents (\$58,333.33) and PAGA Counsel Litigation Expenses Payment of Eight Thousand
11 Four Hundred Forty-Nine Dollars and Forty Seven Cents (\$8,449.47);

12 iii. Settlement Administrator’s Fee to Atticus Administration, LLC, in
13 an amount not to exceed Five Thousand Dollars (\$5,000.00) for the administration of the
14 Settlement.

15 iv. A LWDA Payment to the California Labor and Workforce
16 Development Agency in the amount of Seventy-Five Thousand Nine Hundred and Twelve
17 Dollars and Ninety Cents (\$75,912.90) which represents seventy-five percent (75%) of the Net
18 Settlement Amount (Gross Settlement Amount, less the following payments in the amounts
19 approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
20 Payment, PAGA Representative Payment, and the Administration Expenses Payment).

21 v. Individual PAGA Payments in the amount of Twenty-Five
22 Thousand Three Hundred and Four Dollars and Thirty Cents (\$25,304.30) which represents
23 twenty-five percent (25%) of the Net Settlement Amount.

24 c. The Employees Payment will be distributed to each Covered Employee on
25 a *pro rata* basis according to their respective pay periods in which they actually worked one or
26 more days according to Colonial’s time records during the PAGA Period Pay Periods.

27 d. Within fourteen (14) days after Defendants fund the Gross Settlement
28 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
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1 PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payment, and
2 the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses
3 Payment shall not precede disbursement of Individual PAGA Payments;

4 e. This Court shall retain jurisdiction to enforce the terms of the Settlement
5 Agreement pursuant to California Code of Civil Procedure Section 664.6; and

6 f. The Parties shall bear their own respective costs and attorneys' fees, except
7 as otherwise provided in the Settlement Agreement.

8 16. **WHEREAS**, Plaintiff represents that the Attorneys' Fees Payment to Plaintiff's
9 counsel is fair and reasonable in light of both the monetary and non-monetary relief obtained
10 through the Settlement Agreement, and the amount of work and time expended by Plaintiff's
11 counsel in prosecuting this matter.

12 17. **WHEREAS**, Defendants do not oppose the Plaintiff's Counsel Fees and Expense
13 Payment requested by Plaintiff's counsel.

14 18. **NOW THEREFORE**, the Parties jointly request that the Court enter an order
15 approving the Settlement Agreement attached hereto as **Exhibit A**, dismissing this action with
16 prejudice, and retaining jurisdiction to enforce the terms of the Settlement Agreement pursuant to
17 California Code of Civil Procedure Section 664.6.

18 Dated: February 3, 2023

CROSNER LEGAL, PC

19
20 By: 
21 SEPIDEH ARDESTANI, ESQ.
Attorneys for Plaintiffs

22 Dated: February 3, 2023

PAUL HASTINGS, LLP

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25 CHRIS JALIAN, ESQ.
26 Attorneys for Defendants
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1 **[PROPOSED] ORDER**

2 The Court, having read and considered the Parties' Joint Stipulation for Order Approving
3 Settlement Pursuant to Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §
4 2698, et seq.) (hereinafter "Stipulation") and the attached PAGA Settlement Agreement
5 ("Settlement" or "Settlement Agreement"), and having heard and considered the arguments of
6 counsel, and good cause appearing therefore,

7 **HEREBY ORDERS** as follows:

8 1. The Parties' Settlement Agreement, attached hereto as **Exhibit A**, is
9 **APPROVED**. All capitalized terms used in this order have the same meaning, force and effect as
10 set forth in the Settlement Agreement.

11 2. The Court finds that Plaintiff's Counsel provided adequate notice to the California
12 Labor and Workforce Development Agency ("LWDA") in accordance with California Labor
13 Code Section 2699(1)(2). On February 3, 2023, Plaintiff's Counsel submitted electronic copies of
14 the Settlement Agreement and Approval Motion to the LWDA.

15 3. Plaintiff's Counsel is ordered to provide the LWDA with an electronic copy of this
16 order within 10 days after the Court's entry of this order.

17 4. The Court finds and determines that the terms set forth in the Settlement
18 Agreement and the Amendment are fair, reasonable, and adequate and directs the Parties to
19 effectuate the Settlement according to its terms having found that the Settlement was reached as a
20 result of informed and non-collusive arms'-length negotiations facilitated by a neutral mediator.
21 The Court further finds that the Parties conducted extensive investigation, research, and discovery
22 and that their attorneys were able to reasonably evaluate their respective positions. The Court also
23 finds that Settlement will enable the Parties to avoid additional and potentially substantial
24 litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The
25 Court has reviewed the monetary recovery provided as part of the Settlement and recognizes the
26 significant value accorded to the State of California and the Aggrieved Employees.

1 5. The Court further finds and determines that all the terms of the Settlement are fair,
2 reasonable and adequate to the State of California and the Covered Employees and that the
3 Settlement is ordered finally approved, and that all terms and provisions of the Settlement
4 Agreement should be and hereby are ordered to be consummated.

5 6. The Court finds and determines that the Individual PAGA Payments to be paid to
6 the Covered Employees as provided for by the Settlement Agreement as their share of civil
7 penalties in this case are fair and reasonable. The Court hereby approves and orders the payment
8 of those amounts be made to the Covered Employees in accordance with the Settlement
9 Agreement.

10 7. The Court finds and determines that the LWDA PAGA Payment is fair,
11 reasonable, and appropriate. The Court hereby approves and orders the LWDA PAGA Payment
12 be made to the LWDA in accordance with the Settlement Agreement.

13 8. The Court finds and determines that the PAGA Representative Payment in the
14 amount of \$2,000.00 to be paid to the Plaintiff is fair and reasonable. The Court hereby approves
15 and orders the payment of this amount be made to the Plaintiff in accordance with the Settlement
16 Agreement

17 9. The Court finds and determines that the estimated fees and expenses in
18 administering the Settlement Agreement by Atticus Administration, LLC, in the amount of
19 \$5,000.00 are fair and reasonable. The Court hereby approves and orders that the payment of this
20 amount to Atticus Administration, LLC in accordance with the Settlement.

21 10. Pursuant to the terms of the Settlement Agreement, and the evidence and
22 arguments submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for
23 attorneys' fees in the amount of \$58,333.33. These approved attorneys' fees, which are equal to
24 one-third of the Total Settlement Amount, are fair, reasonable and appropriate. The Court hereby
25 orders the payment of this amount to Plaintiff's Counsel in accordance with the terms of the
26 Settlement Agreement.

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2 11. Pursuant to the terms of the Settlement Agreement, and evidence and arguments
3 submitted by Plaintiff's Counsel, the Court approves Plaintiff's Counsel's request for
4 reimbursement of litigation costs in the amount of \$8,449.47. The Court finds such amount to be
5 fair and reasonable. The Court hereby orders the payment of this amount to Plaintiff's Counsel in
6 accordance with the terms of the Settlement Agreement.

7 12. Without affecting the finality of this order or the entry of judgment in any way, the
8 Court retains jurisdiction of all matters relating to the interpretation, administration,
9 implementation, effectuation, and enforcement of this order and the Settlement.

10 13. Neither the making of the Settlement Agreement nor the entry into the Settlement
11 Agreement constitutes an admission by Defendants, nor is this Order a finding of the validity of
12 any claims in this action or of any other wrongdoing. Further, the Settlement Agreement is not a
13 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
14 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be
15 construed as an admission or concession by or against Defendants.

16 14. Nothing in this order shall preclude any action to enforce the Parties' obligations
17 under the Settlement or under this order, including the requirement that Defendants fund the Total
18 Settlement Amount in accordance with the Settlement.

19 15. Upon completion of administration of the Settlement, the Settlement Administrator
20 will provide written certification of such completion to the Court and counsel for the Parties
21 which shall be filed with the Court five (5) court days before the non-appearance compliance
22 hearing set for _____, 2023 at _____ a.m., in Dept. 69.

23 16. The Parties will bear their own costs and attorneys' fees except as otherwise
24 provided by this Court's Order and as provided for in the Settlement Agreement.

25 17. Accordingly, the Parties' request for approval of the Settlement Agreement is
26 GRANTED and the corresponding Judgment is hereby entered.

1 18. The Action is hereby DISMISSED WITH PREJUDICE. The Court retains
2 jurisdiction to enforce the terms of the Settlement Agreement pursuant to California Code of Civil
3 Procedure Section 664.6

4 **IT IS SO ORDERED:**

5 DATED: _____, 2023
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JUDGE OF THE SUPERIOR COURT
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EXHIBIT

A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Amador (“Plaintiff”) and defendants Colonial Care Center, Inc. (“Colonial”) and Longwood Management Corp. (hereinafter, collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage-and-hour violations against Defendants captioned *Maria Amador v. Colonial Care Center, et al.*, initiated on June 28, 2020 and pending in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV21067.
- 1.2 “Administrator” means Atticus Administration, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses, presently estimated to be \$5,000, in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Covered Employee” means all current and former hourly employees of Colonial who performed work in California at any time during the period from April 24, 2021 to the date the Court approves this Settlement (the “Covered Period”).
- 1.5 “Covered Employee Data” means Covered Employee identifying information in Colonial’s possession including the Covered Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “Covered Employee Address Search” means the Administrator’s investigation and search for current Covered Employee 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 Covered Employees.
- 1.7 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8 “Court” means the Superior Court of California, County of Los Angeles.
- 1.9 “Defense Counsel” means Leslie L. Abbott, Esq. and Chris A. Jalian, Esq. of Paul Hastings, LLP.
- 1.10 “Effective Date” means the earliest date, following entry by the Court of the Judgment, upon which one of the following has occurred: (i) expiration of all

potential appeal periods without a filing of a notice of appeal of the Judgment; (ii) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, *certiorari*, etc.) such that the Judgment is no longer subject to further judicial review.

- 1.11 “Gross Settlement Amount” means \$175,000, which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administrator’s Expenses Payment.
- 1.12 “Individual PAGA Payment” means the Covered Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Covered Employee worked during the PAGA Period.
- 1.13 “Judgment” means the judgment entered by the Court based upon the Court’s approval of the settlement.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16 “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, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administration Expenses Payment. The remainder (\$101,217.20) is to be paid to Covered Employees as Individual PAGA Payments.
- 1.17 “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as **Exhibit A**, explaining the Settlement to the Covered Employees, which will accompany each settlement check.
- 1.18 “PAGA Counsel” means Zachary Crosner, Esq., Jamie Serb, Esq. and Sepideh Ardestani, Esq. of Crosner Legal P.C., the attorneys representing the Plaintiff in the Action.
- 1.19 “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Action.
- 1.20 “PAGA Counsel Litigation Expenses Payment” means the amount allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.

- 1.21 “PAGA Pay Period” means any Pay Period during which a Covered Employee actively worked for Colonial for at least one day during the PAGA Period.
- 1.22 “PAGA Period” means the period from April 24, 2021 to the date the Court approves this Settlement.
- 1.23 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.24 “PAGA Notice” means Plaintiff’s January 28, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.25 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Covered Employees (\$25,304.30 and the 75% to LWDA (\$75,912.90) in settlement of PAGA claims.
- 1.26 “PAGA Representative” means the named Plaintiff in the Complaint in the Action.
- 1.27 “PAGA Representative Payment” means the payment to the PAGA Representative for initiating the Action and providing services in support of the Action.
- 1.28 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.29 “Released Parties” means: Colonial Care Center, Inc. and Longwood Management Corp., and their respective current and former, direct and indirect owners, parents, subsidiaries, brother-sister companies, and all other affiliates and related entities, and each of their respective current and former partners, officers, directors, employees, attorneys, agents, and other related parties.
- 1.30 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On June 28, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for unpaid minimum wages, overtime wages, meal-and-rest period premium wages, reimbursement of out-of-pocket business expenses, wage statement violations, and the timely payment of wages upon separation of employment. Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in in the Complaint and deny any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff purports to have given timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3 On December 22, 2022, the Parties participated in an all-day mediation presided over by Louis Marlin, Esq., which led to this Agreement to settle the Action.

- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding pay records of Covered Employees, Colonial's employee handbook, relevant policies, arbitration agreements, and wage statements, Plaintiff's employment file, the total number of Covered Employees and pay periods worked during the PAGA Period.
3. The Parties, PAGA Counsel, and Defense Counsel represent that they have disclosed to the Court and filed a Notice of Related Cases pertaining to any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.
4. **MONETARY TERMS.**
- 4.1 Gross Settlement Amount. Defendants promise to pay \$175,000 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 4.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 4.2.1 To Plaintiff: A PAGA Representative Payment to Plaintiff of not more than \$2,000 (in addition to any Individual PAGA Payment the Plaintiff is entitled to as a Covered Employee). Defendants will not oppose Plaintiff's request for a PAGA Representative Payment that does not exceed this amount. As part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval for PAGA Representative Payment. If the Court approves a PAGA Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Payment.
- 4.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3% which is currently estimated to be \$58,333.33 and PAGA Counsel Litigation Expenses Payment of \$8,449.47. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiff and/or PAGA Counsel will request approval for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment

and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$5,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.

4.2.4 To the LWDA and Covered Employees: PAGA Penalties in the amount of \$101,217.20 to be paid from the Gross Settlement Amount, with 75% (\$75,912.90) allocated to the LWDA PAGA Payment and 25% (\$25,304.30) allocated to the Individual PAGA Payments.

4.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Covered Employees' 25% share of PAGA Penalties (\$25,304.30) on a pro rata basis according to their respective pay periods in which they actually worked one or more days according to Colonial's time records during the PAGA Period Pay Periods. Covered Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1 Covered Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 473 Covered Employees who worked a total 8,500 PAGA Pay Periods.

5.2 Covered Employee Data. Within five (5) days of the Effective Date, Defendants will provide solely to the Settlement Administrator the names, last known addresses, Social Security numbers, and PAGA Period Pay Periods of all Covered Employees. Under no circumstances shall Plaintiff's Counsel (or any third-party) be entitled to this information. To protect Covered Employees' privacy rights, the Administrator must maintain the Covered Employee Data in confidence, use the Covered Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Covered Employee Data to Administrator employees who need access to the Covered Employee Data to effect and perform

under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Covered Employee Data omitted employee identifying information and to provide corrected or updated Covered Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Covered Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Covered Employee Data.

- 5.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 5.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 5.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 5.4.2 The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.
 - 5.4.3 The Administrator must conduct a Covered Employee Address Search for all Covered Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Covered Employee Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.
 - 5.4.4 For any Covered Employee whose 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 Covered Employee.

5.4.5 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Covered Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

6.1 **Release By Covered Employees.** The Plaintiff, on behalf of herself, the State of California, the LWDA, and the Covered Employees, fully releases and discharges Defendants and the Released Parties from any and all claims for relief under PAGA, of whatever kind or nature, whether known or unknown, arising during the Covered Period, based on the facts alleged by Plaintiff in the Action and Plaintiff's notice letters to the LWDA including, but not limited to, Labor Code sections 201, 202, 203, 210, 216, 218.5, 221, 222, 225.5, 223, 226, 226.3, 226.6, 226.7, 233, 234, 245, 245.5, 246, 246.5, 247, 247.5, 248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2699, 2699.3, 2802, and 2810.5, and the applicable IWC Wage Orders, and any resulting claim for attorneys' fees and costs under PAGA (the "Released Claims").

7. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

7.1 **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Covered Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Covered Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Complaint (Labor Code section 2699, subd. (I)(1)), this Agreement (Labor Code section 2699, subd. (I)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Covered Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 7.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.
- 7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

- 8.1 Selection of Administrator. The Parties have jointly selected Atticus Administration, LLC to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 8.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. COVERED EMPLOYEE SIZE ESTIMATES.

- 9.1 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, there are 473 Covered Employees who worked 8,500 Pay Periods during the PAGA Period.

10. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters under California Civil Procedure Code Section 664.6.

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly-disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.
- 11.7 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.
- 11.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9 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.
- 11.10 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.

- 11.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.12 Use and Return of Covered Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Covered Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Covered Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Covered Employee Data.
- 11.13 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.
- 11.14 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.
- 11.15 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 Plaintiff:

Zachary Crosner
zach@crosnerlegal.com
Michael Crosner
mike@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, California 90210

To Defendants:

Leslie L. Abbott
leslieabbott@paulhastings.com
Chris A. Jalian
chrisjalian@paulhastings.com
PAUL HASTING, LLP
515 S. Flower Street, Floor 25
Los Angeles, California 90071

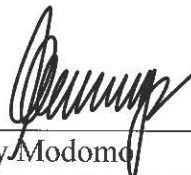
- 11.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same 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.
- 11.17 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 California Civil Procedure Code section 583.330 to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

Dated: 02/06/2023



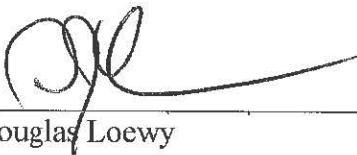
Plaintiff MARIA AMADOR

Dated: 2/3/2023



Henry Modomo
Defendant Colonial Care Center, Inc.

Dated: 2/3/2023

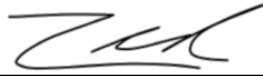


Douglas Loewy
Defendant Longwood Management Corp.

Approved As to Content:

Dated: February 3, 2023

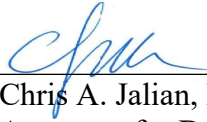
CROSNER LEGAL, PC



Zachary Crosner, Esq.
Jamie Serb, Esq.
Sepideh Ardestani, Esq.
Attorneys for Plaintiff

Dated: February 3, 2023

PAUL HASTINGS, LLP



Chris A. Jalian, Esq.
Attorneys for Defendants

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Maria Amador v. Colonial Care Center, Inc. and Longwood Management Corp.*, Los Angeles County Superior Court, Case No. 22STCV21067 (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiff Amador asserted representative claims against Defendants Colonial Care Center, Inc. and Longwood Management Corp. on behalf of all current and former hourly employees of Colonial who performed work in California at any time during the period from April 24, 2021 to [DATE] (the “**Settlement Period**”). Plaintiff alleges claims for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.*, based on the alleged failure to: (1) pay minimum and overtime wages, (2) provide paid sick leave, including COVID-19 Supplemental Paid Sick Leave, (3) pay meal-and-rest period premium wages, (4) reimburse of necessary business expenses, (5) provide compliant wage statements, (6) timely pay wages during and upon separation of employment, (7) accurately maintain records, (8) conduct lawful background checks, (9) make personnel files available for inspection, and (10) provide safe working conditions. Defendants deny each of the claims and contentions alleged by Plaintiff in the Lawsuit, and maintain that they fully complied with the law.

What are the terms of the Settlement?

Plaintiff and Defendants reached a settlement which was reviewed and approved by the Court. Defendants’ records show that you were employed by Colonial in a covered position during the Settlement Period. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the Settlement Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

PROOF OF SERVICE

Maria Amador vs. Colonial Care Center Inc.et al.
Los Angeles Superior Court Case No. 22STCV21067

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 49440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On February 6, 2023, I served true copies of the following document(s) described as

**JOINT STIPULATION FOR ORDER APPROVING SETTLEMENT
PURSUANT TO LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004
(CAL. LAB. CODE § 2698 ET SEQ.)**

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope, with postage paid, and deposited with a post office, mailbox, sub-post office, substation, mail chute, or other facility or postal pick up/drop off regularly maintained by the United States Postal Service or an affiliate thereof, at or near Phoenix, Arizona.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on February 6, 2023, at Los Angeles, California.



Maria Monterrey

SERVICE LIST

Maria Amador vs. Colonial Care Center Inc.et al.
Los Angeles Superior Court Case No. 22STCV21067

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Leslie Abbott,esq.
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Attorney for Defendants
COLONIAL CARE CENTER INC.
LONGWOOD MANAGEMENT
CORP.