



FILED
San Francisco County Superior Court

DEC 23 2025

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

JAMIE JOHNSON, individually, on a
representative basis, and on behalf of others
similarly situated,

Plaintiff,

v.

SAN FRANCISCO HEALTH CARE AND
REHAB INC, a California Corporation; and
DOES 1 through 20, inclusive,

Defendants.

Case No. CGC-22-597785

ORDER GRANTING MOTION FOR
FINAL APPROVAL AND FOR
ATTORNEY'S FEES, COSTS, AND
SERVICE AWARDS

Before the court is an unopposed motion by plaintiff Jamie Johnson (plaintiff) for final approval of the settlement of putative class and PAGA claims reached with defendant San Francisco Health Care and Rehab Inc (defendant) and their accompanying unopposed motion for an award of attorney's fees, reimbursement of litigation expenses, and service awards. The motion came on for hearing on December 23, 2025, at 11:30 a.m. in Department 613, the Honorable Jeffrey S. Ross presiding. Peter J. Carlson (Lauby, Mankin & Lauby, LLP) appeared for plaintiff Jamie Johnson. Susan Bishop (Berliner Cohen, LLP) appeared for defendant. No class members or aggrieved employees submitted advance written objections or otherwise appeared at the hearing. IT IS HEREBY ORDERED that the motion for final approval and for attorney's fees, costs, and service awards is GRANTED with an award of \$228,000 in attorney's fees, \$19,976.97 in costs, and a service award of \$3,000.00. A compliance hearing is reserved

for **September 18, 2026, at 9:00 a.m.** with a compliance statement that includes an accounting of funds and disbursements due no later than **September 11, 2026**. IT IS FURTHER ORDERED:

1. Except as otherwise specified here, the court adopts and incorporates by reference the terms and definitions of the settlement agreement.
2. The following Settlement Class is certified for settlement purposes: all current and former nonexempt employees employed by Defendant in California during the Class Period, which is from January 24, 2018, through September 6, 2024. (SA, ¶¶ 4, 8.)
3. The following Aggrieved Employees class is certified for settlement purposes: all current and former nonexempt employees employed by Defendant in California during the PAGA Period, which is from January 24, 2021, through September 6, 2024. (SA, ¶¶ 2, 23.)
4. The court finds that the Settlement Class meets the requirements for certification under Code of Civil Procedure section 382 because: (1) the proposed Settlement Class is numerous and ascertainable; (2) there are predominant common questions of law or fact; (3) plaintiff's claims are typical of the claims of the members of the proposed Settlement Class; and (4) a class action is superior to other methods to efficiently adjudicate this controversy.
5. Tomomi Sherrick requested exclusion and is thus not a member of the Settlement Class and shall take nothing from the class settlement.
6. The notice and plan of distribution approved by this court met the requirements of due process and constituted the best notice practicable under the circumstances. As set forth in the declaration of Mayra Gonzalez, Phoenix Settlement Administrators ("Phoenix") did not distribute notice in compliance with this court's preliminary approval order and the Settlement Agreement. However, the delay was without prejudice to the class members. Thus, the court finds the administration process to date was adequate and comported with due process.
7. The court hereby approves payment of administration expenses to Phoenix in the amount of \$10,000.00. Phoenix shall continue to serve as settlement administrator and shall, *inter alia*, disburse payments in accordance with the terms of the Settlement Agreement and this final approval order.

- 1 8. The court has considered the *Dunk/Kullar factors* and the circumstances surrounding the
2 settlement and finally approves the settlement as a fair, adequate, and reasonable settlement.
- 3 9. For settlement purposes only, Jamie Johnson is appointed as class representative.
- 4 10. The court awards Johnson the requested service award of \$3,000 based on the evidence
5 presented, considering the pertinent criteria (*Cellphone Termination Fee Cases* (20100 186
6 Cal.App.4th 1380, 1394-95), and average settlement payment for class members.
- 7 11. For settlement purposes only, Lauby, Mankin & Lauby, LLP is appointed as Class Counsel.
- 8 12. The court awards attorney's fees to Class Counsel in the amount of \$228,000.00 or 30% of the
9 settlement fund. In making this award, the court considered the following factors: (1) the
10 results obtained by Class Counsel in this case; (2) the risks and legal issues involved in this
11 case; (3) the fee's contingency upon success; (4) the range of awards made in similar cases and
12 (5) the time spent and work performed in litigating the case.
- 13 13. Counsel requests reimbursement of class counsels' litigation expenses in the amount of
14 \$19,976.97, consisting of filing and service expenses, expenses for chambers' copies, expert
15 consulting fees, and the mediation fee. Mankin's supplemental declaration provided requested
16 invoices. However, the court notes that the supplemental declaration included invoices that
17 were not included in the original expenses table and failed to include invoices for expenses
18 that were included in the original expenses table (Mankin Decl., Exhibit B; Mankin Supp.
19 Decl., Exhibit A). Counsel should file an updated table with litigation expenses and provide
20 the missing invoices supporting each cost incurred. The invoices should be organized in
21 chronological order when attached as an exhibit to a declaration.
- 22 14. The Court reserves a compliance hearing for **September 18, 2026, at 9:00 a.m.** No later than
23 **April 22, 2026**, the parties shall submit a compliance statement setting forth disbursements
24 made, a summary accounting, the number and value of any uncashed settlement checks, and
25 any other matters the parties need to bring to the court's attention. The compliance statement
26 must be accompanied by a declaration from a representative of Phoenix.
- 27 15. Class Counsel shall serve this order and the judgment upon the LWDA within 5 court days.
- 28

1 16. Pursuant to Code of Civil Procedure section 664.6, and Rule 3.769(h) of the California Rules
2 of Court—and without impacting the finality of this order—the court retains jurisdiction over
3 plaintiffs, all members of the Settlement Class, and defendant for the purpose of supervising
4 the implementation, enforcement, construction, administration, and interpretation of the
5 Settlement Agreement and this order.

6 Dated: December 23, 2025



JEFFREY S. ROSS
Judge of the Superior Court

EXHIBIT "1"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

JAMIE JOHNSON, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

SAN FRANCISCO HEALTH CARE AND
REHAB, INC., a California Corporation; and
DOES 1 through 20, inclusive;

Defendants.

Case No.: CGC-22-597785
[Assigned to Hon. Jeffrey S. Ross, Dept. 606,
for all purposes]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This Class Action and PAGA Settlement Agreement and Release of Claims is entered
2 into by and between Plaintiff Jamie Johnson, individually and on behalf of all others similarly
3 situated, and on behalf of the State of California, and Defendant San Francisco Health Care and
4 Rehab, Inc., and is approved by their respective counsel of record, subject to the terms and
5 conditions hereof and the Court's approval.

6 **A. Definitions**

7 1. "Action" or "Lawsuit" means and refers to the case entitled *Johnson, et al. v. San*
8 *Francisco Health Care and Rehab, Inc.*, San Francisco County Superior Court, Case No. CGC-
9 22-597785.

10 2. "Aggrieved Employee(s)" means all current and former nonexempt employees
11 employed by Defendant in California during the PAGA Period.

12 3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class
13 Action and PAGA Settlement Agreement and Release of Claims.

14 4. "Class" means and refers to all current and former nonexempt employees
15 employed by Defendant in California during the Class Period.

16 5. "Class Member(s)" refers to individual members of the Class.

17 6. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin &
18 Lauby LLP.

19 7. "Class Data" means a complete list that Defendant will diligently and in good
20 faith compile from its records and provide to the Settlement Administrator on one spreadsheet
21 which shall include, for each Class Member: the individual's full name, last known address,
22 Social Security Number, and total Weeks Worked during the PAGA Period and the Class Period.

23 8. "Class Period" is deemed to be any time during the period of January 24, 2018,
24 through September 6, 2024.

25 9. "Class Representative" or "Plaintiff" means and refers to Plaintiff Jamie Johnson.

26 10. "Complaint" refers to the operative first amended complaint, which pleads class
27 action and PAGA representative claims.

28 11. "Court" (or "Judge") means the California Superior Court, County of San

1 Francisco.

2 12. "Defendant" means and refers to Defendant San Francisco Health Care and
3 Rehab, Inc.

4 13. "Defendant's Counsel" or "Defense Counsel" means and refers to Susan Bishop
5 of Berliner Cohen, LLP, and Jonathan Van Ee of The Law Offices of Jonathan Van Ee.

6 14. "Effective Date" means the latest of the following dates: (i) if no Class Member
7 timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil
8 Procedure § 663, then the date the Court enters an order granting Final Approval of the
9 Settlement; (ii) if a Class Member intervenes or files a motion to vacate the Judgment, then
10 sixty-one (61) calendar days following the date the Court enters an order granting Final
11 Approval, assuming no appeal is filed; or (iii) if a Class Member timely and properly intervenes
12 or files a motion to vacate the Judgment under Code of Civil Procedure § 663 or initiates another
13 collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or
14 other collateral attack (including any requests for rehearing and/or petitions for certiorari),
15 resulting in final judicial approval of the Settlement.

16 15. "Escalator Clause:" Defendant represents that there are approximately 700 Class
17 Members who worked approximately 38,000 Work Weeks during the Class Period. Should the
18 total number of Work Weeks in the Class Period exceed 41,800 (which is 10% more than
19 Defendant's representation), then Defendant shall have the option of either: (i) increasing the
20 Settlement Amount by \$20.00 (which is the Settlement Amount divided by 38,000) for each
21 additional Work Week above 41,800, or (ii) changing the end date of the Class Period to a date
22 through which there are no more than 41,800 Workweeks. However, in no event shall the Class
23 Period end before the date of mediation (March 19, 2024).

24 16. "Final Approval" refers to the order of the Court granting final approval of this
25 Settlement Agreement and entering a judgment approving this Agreement on substantially the
26 terms provided herein or as may be modified by subsequent agreement of the Parties.

27 17. "Individual Class Payment" refers to each Participating Class Members' share of
28 the Net Settlement Amount, as further discussed in Paragraph 48(c) below.

1 18. “Individual PAGA Payment” refers to each Aggrieved Employees’ share of the
2 PAGA Penalties, as further discussed in Paragraph 48(h) below.

3 19. “Net Settlement Amount” is the Settlement Amount less the Attorneys’ Fees and
4 Costs Award, the Service Payment to the Class Representative as awarded by the Court, the
5 Settlement Administration Costs, and PAGA Penalties, as further discussed in Paragraph 48(b)
6 below.

7 20. “Notice” means the notice of proposed class settlement that will be sent to the
8 Class Members, and which will advise each Class Member of the settlement and his or her
9 estimated Individual Class Amount, Individual PAGA Amount, total Weeks Worked during the
10 Class and PAGA Period, and will further advise of the setting of a Final Approval Hearing.

11 21. “Objecting Class Member” means a Class Member, other than Plaintiff, who
12 submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 65(c)
13 below.

14 22. “PAGA Penalties” means the amount that the Parties have agreed to pay to the
15 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor
16 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well
17 as the Individual PAGA Payment allocated to each Aggrieved Employee.

18 23. “PAGA Period” is deemed to be any time during the period of January 24, 2021,
19 through September 6, 2024.

20 24. “Participating Class Member” means any and all Class Members who are deemed
21 to participate and receive an Individual Class Payment and do not opt-out by submitting timely
22 valid Requests for Exclusion.

23 25. “Parties” mean Plaintiff and Defendant, collectively.

24 26. “Preliminary Approval Date” means the date the Court approves the Settlement
25 Agreement and enters the Preliminary Approval Order.

26 27. “Preliminary Approval Order” means the judicial Order to be entered by the
27 Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement
28 and providing for the issuance of the Notice to the Class, an opportunity to opt out of the

1 Settlement, an opportunity to submit timely objections to the Settlement, and setting a final
2 approval hearing on the fairness of the terms of Settlement, including approval of attorneys' fees
3 and costs. Provided that the motion is consistent with the terms herein, Defendant will not object
4 to Plaintiff's motion for preliminary approval but will be provided with an opportunity to review
5 and comment upon the motion before it is filed.

6 28. "QSF" means the Qualified Settlement Fund set up by the Settlement
7 Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and
8 from which the settlement payments shall be made.

9 29. "Released Class Claims" or "Class Claims" means all claims that were alleged in
10 the Complaint, or that reasonably could have been alleged based upon the facts stated in the
11 Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3)
12 failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay final
13 wages, (6) failure to provide accurate itemized wage statements, and (7) unfair and unlawful
14 competition. This includes all statutory penalties, damages, fees, costs, and interest recoverable
15 under these claims. The time period governing the Released Class Claims shall be the Class
16 Period.

17 30. "Released PAGA Claims" means the PAGA claims alleged in the Complaint, or
18 that reasonably could have been based on the facts stated in the Complaint and in the relevant
19 LWDA notice letter, including all PAGA claims seeking civil penalties premised upon: (1)
20 failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal
21 periods, (4) failure to provide rest breaks, (5) failure to timely pay wages each period, (6) failure
22 to timely pay wages upon separation of employment, (7) failure to provide accurate itemized
23 wage statements, and (8) all other claims for civil penalties recoverable under the Private
24 Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the
25 LWDA notice letter and Complaint. The time period governing the PAGA Released Claims
26 shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved
27 Employees' claims for wages or statutory penalties.

28 31. "Released Parties" means Defendant and its parents, subsidiaries, directors,

1 owners, shareholders, officers, agents, attorneys, insurers, servants, joint employers and
2 employees, past and present, and each of them and anyone acting in concert with foregoing.

3 32. "Release" shall mean the release and discharge of the Released Class Claims by
4 Plaintiff and all Participating Class Members and their assignees.

5 33. "Response Deadline" is 45 calendar days from the date the Notice is mailed to the
6 Class Members.

7 34. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 65(a)
8 below.

9 35. "Settlement Amount" is \$760,000, exclusive of Defendant's obligation to fund its
10 share of payroll taxes, as further discussed in Paragraph 48(d) below.

11 36. "Service Payment" or "Service Award" means the amount approved by the Court
12 to be paid to Class Representative in addition to their Individual Class Payments as Participating
13 Class Members and Individual PAGA Payments as Aggrieved Employees.

14 37. "Settlement Administrator" or "Administrator" means and refers to Phoenix
15 Settlement Administrators, the third-party class action settlement administrator agreed to by the
16 Parties, that will provide the Notice to the Class Members and distribute the settlement amounts
17 as described in this Agreement.

18 38. "Settlement Administration Costs" means the costs payable from the Settlement
19 Amount to the Settlement Administrator for administering this Settlement, including, but not
20 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and
21 deposit of the employee and employer share of payroll taxes, unclaimed property due diligence,
22 reporting and remittance obligations, distributing the Settlement Amount, and providing
23 necessary reports and declarations, as requested by the Parties. The Settlement Administration
24 Costs shall be paid from the Settlement Amount, and shall not exceed the amount approved by
25 the Court, regardless of any additional costs that the Settlement Administrator may request or
26 feel is necessary to administer the Settlement.

27 39. "Work Weeks" or "Weeks Worked" in the context of a Class Members means any
28 and all work weeks during the Class Period during which the Class Member worked at least one

1 day for Defendant in California. Likewise, in the context of Aggrieved Employees, it means any
2 and all weeks worked during the PAGA Period during which the Aggrieved Employee worked at
3 least one day for Defendant in California.

4 **B. General Terms**

5 40. On January 21, 2022, Plaintiff gave written notice by online filing to the Labor
6 and Workforce Development Agency ("LWDA") and by certified mail to Defendant of the
7 specific provisions of the Labor Code alleged to have been violated, including the facts and
8 theories to support the alleged violations. Then on January 24, 2022, Plaintiff filed the instant
9 putative class action, alleging that Defendant violated various sections of the Labor Code. The
10 LWDA declined to assert jurisdiction over the PAGA claims, so on March 30, 2022, Plaintiff
11 filed the operative first amended Complaint that added PAGA claims to the Action.

12 41. Defendant removed the Action to the United States District Court for the Northern
13 District of California ("District Court") on March 28, 2022, under § 301 of the Labor
14 Management Relations Act. On April 4, 2022, Defendant filed a motion to dismiss certain
15 causes of action, and on April 14, 2022, Plaintiff filed a motion to remand the Action to state
16 court. Ultimately, on July 15, 2022, the District Court granted in part and denied in part
17 Defendant's motion to dismiss, and remanded the Action to state Court. On about March 20,
18 2023, Defendant filed a petition to compel arbitration, which the Court granted in part and
19 denied in part, effectively sending certain Class Claims to arbitration while leaving certain Class
20 Claims and PAGA Claims in Court. Ultimately, after extensive discovery, the Parties agreed to
21 submit the entire Action to mediation, inclusive of all Class Claims and PAGA claims.

22 42. Defendant denies Plaintiff's claims and allegations, and contends that the Action
23 is not suitable for class certification.

24 43. The Class Representative believes that she can proceed with the representative
25 and class claims, that the Action is meritorious, and that class certification is appropriate.

26 44. The Parties have conducted a thorough investigation into the facts of the Action.
27 This includes extensive litigation, motion practice, formal discovery, as well as the exchange of
28 informal discovery, including a sampling of payroll and timekeeping records for Class Members.

1 Class Counsel is both knowledgeable about and has done extensive research with respect to the
2 applicable law and potential defenses to the claims of the Class. Class Counsel has diligently
3 pursued an investigation of the Class Members' claims against Defendant. Based on the
4 foregoing data and on their own independent investigation and evaluation, Class Counsel is of
5 the opinion that the settlement with Defendant for the consideration and on the terms set forth in
6 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
7 Members in light of all known facts and circumstances, including the risk of significant delay
8 and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous
9 potential appellate issues.

10 45. On March 19, 2024, Plaintiff and Defendant participated in a full-day mediation
11 with Hon. Brian Walsh (ret.), a former judge and now a well-respected mediator. At the
12 conclusion of mediation and extensive arms-length negotiations, the Parties reached a global
13 settlement and entered into a Memorandum of Understanding.

14 46. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts
15 to be performed or judgment to be entered pursuant to the terms of the Settlement and
16 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
17 any statute or law or liability on the claims or allegations in the Action.

18 47. Stipulation for Class Certification. For settlement purposes only, Defendant will
19 stipulate that the Participating Class Members may be conditionally certified as a Class. This
20 stipulation to certification is in no way an admission that class action certification is proper and
21 shall not be admissible in this action except for the sole purposes of enforcing this Agreement.
22 Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to
23 class certification as part of the Settlement shall become null and void ab initio and shall have no
24 bearing on, and shall not be admissible in this Action in connection with, the issue of whether
25 certification would be appropriate in a non-settlement context. Defendant expressly reserves its
26 rights and declare that it would continue to oppose class certification and the substantive merits
27 of the case should the Court fail to issue Final Approval. Plaintiff expressly reserves her rights
28 and declares that she will continue to pursue class certification and a trial should the Court fail to

1 issue Final Approval.

2 **C. Terms of Settlement**

3 48. The financial terms of the Settlement are as follows:

4 (a) Settlement Amount: The Parties agree to settle this Action for the
5 Settlement Amount, which is the maximum amount that will be paid by Defendant, except: (1)
6 Defendant shall separately pay the employer's share of applicable payroll tax obligations in
7 addition to the Settlement Amount, and (2) if the Escalator Clause is triggered, and Defendant
8 does not elect to shorten the Class Period, the Settlement Amount shall increase as discussed
9 below. The Settlement Amount includes payments to the Participating Class Members, PAGA
10 Penalties (to the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award, the
11 Service Payment to the Class Representative, and Settlement Administration Costs.

12 (b) Net Settlement Amount: If the Court reduces the Attorneys' Fees and
13 Costs Award, Service Awards, or Settlement Administrator Costs, or either increases or
14 decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net
15 Settlement Amount and allocated to the Participating Class Members.

16 (c) Calculation of Individual Class Payments: Individual Class Payments for
17 each Class Member will be calculated by the Administrator using the Class Data provided by
18 Defendant as follows. Compensable workweeks will be all Weeks Worked by the Class
19 Members during the Class Period. The dollars per compensable work week will be calculated by
20 dividing the total Weeks Worked by Class Members into the Net Settlement Amount to
21 determine a per work week value ("Workweek Value"). The Workweek Value will be
22 multiplied by the number of Weeks Worked by a Participating Class Member during the Class
23 Period to determine the distribution for a Participating Class Member. If there are any timely
24 submitted Requests for Exclusion, the Administrator shall proportionately increase the Individual
25 Class Payments for each Participating Class Member so that the amount actually distributed to
26 Participating Class Members equals 100% of the Net Settlement Amount. Class Members are
27 not required to submit a claim form to receive an Individual Class Payment.

28 (d) Tax Allocation of Individual Class Payments: The Individual Class

1 Payments to Participating Class Members will be allocated as follows: one-third (33.33%) will
2 be allocated as wages subject to withholding of all applicable local, state and federal taxes; and
3 two-thirds (66.67%) will be allocated for interest and statutory penalties (pursuant to, *e.g.*,
4 California Labor Code sections 203, 210, 226) from which no taxes will be withheld. The
5 Administrator will issue to each Participating Class Member an Internal Revenue Service Form
6 W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with
7 respect to the penalties and interest allocations. Participating Class Members assume full
8 responsibility and liability for any employee taxes owed on their Individual Class Payment.

9 (e) Service Payment to Class Representative: The amount, if any, awarded to
10 the Class Representative as a Service Payment will be set by the Court in its discretion, not to
11 exceed \$3,000, in exchange for the service that Plaintiff performed on behalf of the Class.
12 Defendant agrees not to oppose this request. The Service Payment to Class Representative will
13 be paid out of the Settlement Amount. The Class Representative will be issued an IRS Form
14 1099 in connection with this payment. Class Representative shall be solely and legally
15 responsible to pay any and all applicable taxes on this payment. The Parties agree that any
16 amount awarded as the Service Payment to Class Representative less than the requested amount
17 shall not be a basis to void this Settlement Agreement. Should the Court approve a lesser
18 amount for the Service Payment, the difference shall be added to the Net Settlement Amount to
19 be distributed to Participating Class Members.

20 (f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a
21 request by Class Counsel to the Court for an award of attorneys' fees of thirty percent (30%) of
22 the Settlement Amount, plus reasonable litigation costs not to exceed \$30,000 ("Attorney's Fees
23 and Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that
24 attorneys' fees should be based on the common fund theory. The Attorneys' Fee and Cost
25 Award shall be paid from the Settlement Amount, and, except for this award, Defendant shall
26 have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should
27 the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be
28 added to the Net Settlement Amount to be distributed to the Participating Class Members. Any

1 Court order awarding less than the amount sought by Class Counsel shall not be grounds to
2 rescind the Settlement Agreement or otherwise void the Settlement. The Settlement
3 Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys'
4 fees and costs awarded by the Court.

5 (g) Settlement Administration Costs: The fees and other charges of the
6 Settlement Administrator will be paid from the Settlement Amount, not to exceed \$10,000,
7 unless otherwise approved by all Parties and the Court.

8 (h) PAGA Penalties: The Parties agree that \$40,000 is allocated to PAGA
9 Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this
10 amount, \$30,000 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the
11 Private Attorney General Act of 2004 ("PAGA") and \$10,000 (25%) will form the Individual
12 PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata
13 on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as
14 required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the
15 Settlement.

16 (i) Tax Liability: Class Counsel and Defendant make no representations as to
17 the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiff and the
18 Class Members are not relying on any statement or representation by Class Counsel or Defendant
19 in this regard. Plaintiff, Participating Class Members, and Aggrieved Employees understand and
20 agree that they will be solely responsible for the payment of any taxes and penalties assessed on
21 their respective Individual Class Payments and Individual PAGA Payments, described herein.
22 Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 (the
23 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
24 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
25 set forth in this Section may be modified in a manner to bring Defendant into compliance with
26 any such changes. Plaintiff, Participating Class Members, and Aggrieved Employees understand
27 and agree that they will be solely responsible for the payment of any taxes and penalties assessed
28 on their respective payments described herein.

1
2 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
3 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
4 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
5 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
6 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
7 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
8 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
9 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
10 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
11 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
12 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
13 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
14 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
15 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
16 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT
17 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
18 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
19 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
20 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
21 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR
22 ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
23 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
24 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
25 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

26 (k) “Non-Reversionary” Settlement. This is a “non-reversionary” settlement.
27 Under no circumstances will any portion of the Settlement Amount revert to Defendant.
28 Participating Class Members and Aggrieved Employees will not have to make a claim to receive

1 an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of
2 Individual Class Payment or Individual PAGA Payments will be made directly to each
3 Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be
4 responsible for accurately and timely reporting and remittance obligations with respect to
5 unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee not
6 cashing any checks delivered pursuant to the Settlement by the check cashing deadline, as set
7 forth herein.

8 (l) Class Counsel and Plaintiff believe that the Settlement is fair and
9 reasonable and will so represent same to the Court.

10 **D. Release by the Participating Class Members**

11 49. Upon entry of the Final Approval Order and Defendant's funding of the
12 Settlement Amount and all employer payroll taxes owed on the wage portion of the Individual
13 Class Payments, and except as to such rights or claims as may be created by this Agreement,
14 Plaintiff and the Participating Class Members will forever completely release and discharge the
15 Released Parties from the Released Class Claims for the Class Period.

16 50. Each Participating Class Member will be deemed to have made the foregoing
17 Release as if by manually signing it.

18 51. Class Representative, on behalf of herself and the Class, acknowledges and agrees
19 that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and
20 that the payments set forth herein constitute payment of all sums allegedly due to her. Class
21 Representative, on behalf of herself and the Class, acknowledges and agrees that California
22 Labor Code § 206.5 is not applicable to the Parties or Settlement. Labor Code § 206.5 provides
23 in pertinent part as follows: "An employer shall not require the execution of any release of any
24 claim or right on account of wages due, or to become due, or made as an advance on wages to be
25 earned, unless payment of those wages has been made."

26 **E. Release of PAGA Claims**

27 52. Upon entry of the Final Approval Order and Defendant's funding of the
28 Settlement Amount and all employer payroll taxes owed on the wage portion of the Individual

1 Class Payments, Plaintiff – in her individual capacities and on behalf of the State of California
2 and LWDA – shall completely release and discharge the Released Parties from the Released
3 PAGA Claims for the PAGA Period.

4 53. Regardless of submitting a valid Request for Exclusion, neither Plaintiff nor any
5 Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from
6 releasing the Released PAGA Claims.

7 54. It is the intent of the Parties that the Final Approval Order shall have full
8 equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

9 **F. Interim Stay of Proceedings**

10 55. Pending completion of all prerequisites necessary to effectuate this Settlement,
11 the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such
12 as are necessary to effectuate the Settlement.

13 **G. Notice Process**

14 56. Appointment of Settlement Administrator. The Parties have agreed to the
15 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
16 including mailing the Notice Packet, using standard devices to obtain forwarding addresses,
17 independently reviewing and verifying documentation associated with any claims or opt-out
18 requests, resolving any disputes regarding the calculation or application of the formula for
19 determining the Individual Class Payments and Individual PAGA Payments, drafting and
20 mailing the settlement checks to Participating Class Members and Aggrieved Employees, issuing
21 all necessary tax forms, and performing such other tasks as set forth herein or as the Parties
22 mutually agree or that the Court orders.

23 57. Disputes Regarding Settlement Administration. Any and all disputes relating to
24 administration of the Settlement by the Settlement Administrator (except for disputes regarding
25 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
26 over the terms and conditions of this Agreement, until Plaintiff and Defendant notify the Court
27 that all payments and obligations contemplated by this Agreement have been fully carried out.
28 Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to

1 resolve the dispute without the necessity of Court intervention. The Settlement Administrator
2 shall also be responsible for issuing to Plaintiff, Participating Class Members, and Aggrieved
3 Employees, and Class Counsel any Tax Forms as may be required by law for all amounts paid
4 pursuant to this Agreement.

5 58. Class Data. Within thirty (30) days after entry of the Preliminary Approval
6 Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement
7 Administrator will run a check of the Class Members' addresses against those on file with the
8 U.S. Postal Service's National Change of Address List. The Class Data provided to the
9 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,
10 except as required by applicable tax authorities, pursuant to Defendant's express written consent,
11 or by order of the Court. Although Class Counsel will not be provided with the list of Class Data,
12 nothing herein shall prevent Class Counsel from communicating with Class Members regarding
13 the Action and Settlement.

14 59. Total Workweeks. Within 5 days of receiving the Class Data, the Settlement
15 Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a
16 preliminary calculation of all payments to be paid from the Settlement Amount, including the
17 estimated Individual Class Payments to each Class Member and Individual PAGA Payments to
18 each Aggrieved Employee (a person's name shall be redacted and a control number used in place
19 of the name). In the event that the total Workweeks worked by all Class Members exceed
20 41,800, Defendant shall have fifteen (15) calendar days to make its election to either increase the
21 Settlement Amount or change the end date for the Class Period to a date through which there are
22 no more than 41,800 Workweeks. If Defendant fails to make an election within the required
23 fifteen-day period, it shall be treated as a waiver of the right to shorten the Class Period, and the
24 Settlement Amount shall be increased in accordance with the Escalator Clause. In either event,
25 the Settlement Administrator shall notify the Parties of the increased Settlement Amount (if
26 applicable), and related increased payments from the Settlement Amount (if applicable),
27 including increased Attorneys' Fees and Costs and any increased Settlement Administration
28 Costs, all of which shall be subject to Court approval, and shall update Notice accordingly

(including modifying the end date of the Class Period if Defendant elects that option).

60. Notice. The Notice, as approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, in English, within twenty-five (25) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes are returned.

61. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except that it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Response Deadline or fifteen (15) days after the remailing of the Notice.

62. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned to Settlement Administrator by the Response Deadline that the Class Member received the Notice.

63. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt-out, and Aggrieved Employees may not opt out of the Released PAGA Claims. The Notice will inform Class Members of their estimated Individual Class Payment and Individual PAGA Payment, as well as the number of Weeks Worked during the Class Period and the PAGA Period. Class Members may dispute their Weeks Worked by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Work Weeks, and

1 estimated Individual Class and PAGA Payments. If Class Counsel and Defense Counsel are
2 unable to agree, they agree to submit the dispute to the Court to render a final decision. Class
3 Members and Aggrieved Employees will have until the Response Deadline to dispute Weeks
4 Worked, object or opt out, unless extended by the Court.

5 64. Declaration of Due Diligence. The Settlement Administrator shall provide
6 counsel for the Parties, at least five (5) days after the initial Response Deadline, a declaration of
7 due diligence and proof of mailing with regard to the mailing of the Notice.

8 65. Class Members' Rights. Each Class Member will be fully advised of the
9 Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion
10 from the Class Claims portion of the Settlement. The Notice will inform the Class Members of
11 the Court-established deadlines for filing objections or requesting exclusion from the Settlement
12 in accordance with the following guidelines:

13 (a) Requests for Exclusion from Class. Any Class Member, other than
14 Plaintiff, may request to be excluded from the Class by submitting a "Request for Exclusion" to
15 the Administrator, postmarked on or before the Response Deadline. The Request for Exclusion
16 should state:

17
18 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE SF
19 HEALTH CARE & REHAB LAWSUIT. I UNDERSTAND THAT
20 IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
21 CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS
22 PAYMENT FROM THIS LAWSUIT."

23 To be valid, any Request for Exclusion must include the full name, address, telephone
24 number, last four digits of the social security number or date of birth, and signature of the Class
25 Member requesting exclusion. The Request for Exclusion must be returned by mail to the
26 Administrator at the specified address set forth in the Notice. Any such Request must be made in
27 accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if
28 postmarked by the Response Deadline, unless the Parties otherwise agree in writing. Any Class
Member who timely requests exclusion in compliance with these requirements: (i) will not have

1 any rights under this Agreement, including the right to object, appeal or comment on the
2 Settlement; (ii) will not be entitled to receive the Individual Class Payment under this
3 Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member
4 who is an Aggrieved Employee who requests timely exclusion will still be subject to the
5 Released PAGA Claims to the fullest extent permitted by law and will receive an Individual
6 PAGA Payment. All Parties and their counsel, including Defendant and their agents, shall not
7 encourage or solicit opt-outs or objections, directly or indirectly, through any means.

8 (b) Binding Effect on Participating Class Members. All Participating Class
9 Members will: (i) be bound by the terms and conditions of this Agreement, the Judgment, and
10 the releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have
11 waived all objections and oppositions to the fairness, reasonableness, and adequacy of the
12 Settlement.

13 (c) Objections to Settlement. Any Class Member, other than Plaintiff, who
14 does not submit a valid and timely Request for Exclusion may object to the terms of this
15 Agreement. To object, a Class Member shall inform the Administrator, in writing, of his or her
16 objection which must be postmarked by the Response Deadline at the address set forth in the
17 Notice. Such objection shall include the Objecting Class Member's full name, address,
18 telephone number, last four digits of the social security number or date of birth, signature, and
19 relevant dates of employment, in addition to the case name and number, the basis for the
20 objection, including any legal support and each specific reason in support of the objection, as
21 well as any documentation or evidence in support thereof, and, if the Objecting Class Member is
22 represented by counsel, the name and address of his or her counsel. The Administrator shall
23 provide objections, if any, to Class Counsel and Defense Counsel within three (3) calendar days
24 of receipt, and the Administrator shall attach the same to its declaration of due diligence and file
25 with the Court prior to the Final Approval Hearing. An Objecting Class Member remains
26 eligible to receive monetary compensation from the Settlement. Plaintiff and Defendant shall not
27 be responsible for any fees, costs, or expenses incurred by an Objecting Class Member and/or his
28 or her counsel related to any objections to the Settlement. Submitting an objection does not

1 preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by
2 becoming a party of record by timely and properly intervening or filing a motion to vacate the
3 judgment under Code of Civil Procedure § 663. Notwithstanding any provisions to the contrary,
4 a Class Member that wishes to object to the Settlement may appear at the Final Approval
5 Hearing without needing to provide a written objection or provide any prior notice.

6 (d) Failure to Object. Any Class Member who does not timely and properly
7 become a party of record by intervening or filing a motion to vacate the judgment waives any
8 and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding
9 and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion
10 under California Code of Civil Procedure § 473, and extraordinary writs.

11 (e) Responses to Objections. Counsel for the Parties may file a response to
12 any objections submitted by Objecting Class Members at least five (5) court days before the date
13 of the Final Approval Hearing.

14 (f) Class Members will have until the Response Deadline to object or submit
15 a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement
16 Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or
17 Requests for Exclusion were timely submitted on a weekly basis, and upon the request of Class
18 Counsel or Defense Counsel.

19 66. Funding of the Settlement Amount. Defendant shall deposit the Settlement
20 Amount, plus Defendant's share of payroll taxes, with the Settlement Administrator within thirty
21 (30) days after the Effective Date.

22 67. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
23 Settlement Amount by Defendant, the Settlement Administrator shall mail the Individual Class
24 Payments to the Participating Class Members, the Individual PAGA Payments to the Aggrieved
25 Employees, the payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service
26 Payments to the Class Representative, the payment to the LWDA for PAGA Penalties, and will
27 pay itself the Settlement Administration Costs. To comply with California Rules of Court, rule
28 3.771, settlement checks shall include the following language on the check: "A Court has

1 approved settlement of the class action and PAGA representative actions and entered judgment
2 for claims asserted in *Johnson, et al. v. San Francisco Health Care and Rehab, Inc.*, San
3 Francisco County Superior Court, Case No. CGC-22-597785.

4 68. Deadline for Cashing Settlement Checks. Participating Class Members and
5 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
6 Administrator to cash their settlement checks. The release will be binding upon all Participating
7 Class Members who do not cash their checks within the 180-day period. In the event that any
8 settlement check is returned to the Settlement Administrator within 180 days of mailing, the
9 Settlement Administrator will, within five (5) business days of receipt of the returned settlement
10 check, perform a skip trace to locate the individual, and notify Defense Counsel and Class
11 Counsel of the results. If a new address is located by these means, the Administrator will have
12 ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class
13 Counsel, Plaintiff, nor the Settlement Administrator will have any liability for lost or stolen
14 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of
15 settlement checks. Without limiting the foregoing, in the event a Participating Class Member
16 and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a
17 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
18 payment on such check. If the check in question has not been negotiated prior to the stop
19 payment order, the Settlement Administrator will issue a replacement check.

20 a. If any Participating Class Member's check is not cashed within the time
21 periods noted above, the check will be void and a stop-payment will be issued, and the
22 Settlement Administrator shall issue the unclaimed funds to the California State Controller's
23 Office in the name of the Class Member.

24 b. If any Aggrieved Employee's check is not cashed within the time periods
25 noted above, the check will be void and a stop-payment will be issued, and the Settlement
26 Administrator shall issue the unclaimed funds to the California State Controller's Office in the
27 name of the Aggrieved Employee.
28

1 **H. Duties of the Parties Prior to the Court's Approval**

2 69. Promptly after execution of this Agreement, Plaintiff will move the Court for
3 Preliminary Approval of this Settlement and entry of the Preliminary Approval Order
4 accomplishing the following:

- 5 (a) Approving as to form and content the proposed Notice;
6 (b) Directing the mailing of the Notice by first class mail to the Class
7 Members;
8 (c) Preliminarily approving this Settlement;
9 (d) Preliminarily certifying the class for purposes of this Settlement;
10 (e) Advising the LWDA of the proposed Settlement; and
11 (f) Scheduling the Final Approval Hearing on the issue of whether this
12 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
13 and a hearing on fees, costs and the Service Payments.

14 **I. Duties of the Parties Following Court's Final Approval**

15 70. In connection with the Final Approval Hearing provided for in this Agreement,
16 Class Counsel shall submit a proposed Final Approval Order:

- 17 (a) Approving the Settlement, adjudging the terms thereof to be fair,
18 reasonable and adequate, and directing consummation of its terms and provisions;
19 (b) Approving Class Counsel's application for an award of attorneys' fees and
20 reimbursement of litigation costs and expenses, the Service Payment to the Class Representative,
21 and the payment to the Settlement Administrator for costs of administering the settlement; and
22 (c) Entering judgment approving settlement.

23 **J. Voiding the Agreement**

24 71. If the Court fails or refuses to issue the Final Approval Order or fails to approve
25 any material condition of this Agreement which effects a fundamental change of the Settlement,
26 the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the
27 option of either Party.
28

1 72. If the Settlement is voided or fails for any reason, Plaintiff and Defendant will
2 have no further obligations under the Settlement, including any obligation by Defendant to pay
3 the Settlement Amount, or any amounts that otherwise would have been owed under this
4 Settlement.

5 73. If the Settlement is voided or fails for any reason, any costs incurred by the
6 Settlement Administrator shall be borne equally by Defendant and Plaintiff, unless otherwise
7 specified in this Agreement.

8 **K. Other Terms**

9 74. Waiver. The waiver by one Party of any breach of this Agreement by another
10 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

11 75. Parties' Authority. The signatories hereto represent that they are fully authorized
12 to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

13 76. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
14 accomplish the terms of this Agreement, including but not limited to, execution of such
15 documents and to take such other action as may reasonably be necessary to implement the terms
16 of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
17 contemplated by this Agreement and any other efforts that may become necessary by order of the
18 Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as
19 practicable after execution of this Agreement, Class Counsel shall, with the assistance and
20 cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's
21 preliminary and final approval of the settlement, and the final entry of judgment.

22 77. No Prior Assignments. The Parties hereto represent, covenant, and warrant that
23 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,
24 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,
25 cause of action or rights released and discharged by this Agreement.

26 78. No Admission. Defendant denies any and all liability to Plaintiff and/or any Class
27 Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were
28 asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle

1 and compromise the matters at issue in the Complaint to avoid further substantial expense and
2 the inconvenience and distraction of protracted and burdensome litigation. Defendant has taken
3 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity
4 in the defenses that they have asserted or could assert against Plaintiff, have determined that it is
5 desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and
6 conditions set forth in this Agreement.

7 79. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval
8 Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or
9 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
10 Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this
11 Agreement with the intention of avoiding further disputes and litigation with the attendant
12 inconvenience and expenses. This Agreement is a settlement document, and it, along with all
13 related documents such as the notices, and motions for preliminary and final approval, shall,
14 pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be
15 inadmissible in evidence in any proceeding, except an action or proceeding to approve the
16 settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as
17 part of this Agreement is for settlement purposes only and if, for any reason the settlement is not
18 approved, the stipulation will be of no force or effect.

19 80. No Publicity. Plaintiff and her counsel agree not to put information about this
20 lawsuit or the settlement on their websites, their social media or other public forums. This
21 provision does not apply to prevent any necessary disclosure to the Court to seek approval of the
22 settlement, any court filings or notices of settlement to be sent to Class Members by the
23 Settlement Administrator, or the posting of the final judgment of this settlement on the
24 Settlement Administrator's website if, and only if, required by the Court in connection with
25 approval of the settlement. Nothing herein shall be construed to prevent Class Counsel from the
26 public filing of motions or other case materials in the Action related to seeking and obtaining
27 Court approval of this Settlement and the related awards of attorneys' fees and costs, or to
28 communications with Class Members or their representatives about this Settlement, or to prevent

1 the Parties or their representatives from communicating with financial or legal advisors regarding
2 the Settlement.

3 81. Notices. Unless otherwise specifically provided herein, all notices, demands or
4 other communications given hereunder shall be in writing and shall be deemed to have been duly
5 given as of the third business day after mailing by United States registered or certified mail,
6 return receipt requested, addressed:

7 *To the Class:*

8 Brian J. Mankin
9 *brian@lmfirm.com*
10 Lauby, Mankin & Lauby LLP
11 5198 Arlington Ave, PMB 513
12 Riverside, CA 92504
13 Tel: (951) 320-1444 | Fax: (951) 320-1445

14 *To Defendant:*

15 Susan Bishop
16 *susan.bishop@berliner.com*
17 BERLINER COHEN, LLP
18 10 Almaden Blvd., Floor 11
19 San Jose, CA 95113
20 Tel: (408) 286-5800 | Fax: (408) 998-5388

21 82. Construction. The Parties hereto agree that the terms and conditions of this
22 Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and
23 that this Agreement shall not be construed in favor of or against any Party by reason of the extent
24 to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiff
25 and Defendant expressly waive the common-law and statutory rule of construction that
26 ambiguities should be construed against the drafter of an agreement and further agree, covenant,
27 and represent that the language in all parts of this Agreement shall be in all cases construed as a
28 whole, according to its fair meaning.

83. Captions and Interpretations. Paragraph titles or captions contained herein are
inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
describe the scope of this Agreement or any provision hereof. Each term of this Agreement is
contractual and not merely a recital.

1 84. Modification. This Agreement may not be changed, altered, or modified, except
2 in writing and signed by the Parties hereto, and approved by the Court. This Settlement
3 Agreement may not be discharged except by performance in accordance with its terms or by a
4 writing signed by all of the Parties hereto.

5 85. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
6 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall
7 provide written notice to the other Party and allow an opportunity to cure the alleged
8 deficiencies, and Plaintiff and Defendant may agree to seek the help of the Mediator to resolve
9 any dispute they are unable to resolve informally. During this period, the Parties shall bear their
10 own attorneys' fees and costs. This provision shall not apply to any legal action or other
11 proceeding instituted by any person or entity other than Plaintiff or Defendant.

12 86. Choice of Law. This Settlement Agreement shall be governed by and construed,
13 enforced and administered in accordance with the laws of the State of California, without regard
14 to its conflicts-of-law rules.

15 87. Integration Clause. This Settlement Agreement replaces the Memorandum of
16 Understanding referenced in Paragraph 45 and contains the entire agreement between the Parties
17 relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous
18 agreements, understandings, representations, and statements, whether oral or written and whether
19 by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived
20 except in writing.

21 88. Binding On Assigns. This Agreement shall be binding upon and inure to the
22 benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
23 successors and assigns.

24 89. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
25 because the members of the Class are numerous, it is impossible or impractical to have each
26 Class Member execute this Agreement. The Notice Packet will advise all Class Members of the
27 binding nature of the release provided herein and such shall have the same force and effect as if
28 this Agreement were executed by each Class Member.

1 90. Counterparts. This Agreement may be executed in counterparts, and when each
2 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
3 original, and, when taken together with other signed counterparts, shall constitute one fully
4 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
5 signatures shall have the same force and effect as an original.

6 Dated: Mar 14, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

7 
JAMIE JOHNSON (Mar 14, 2025 16:03 PDT)

8 Jamie Johnson

9 Dated: _____

**DEFENDANT SAN FRANCISCO HEALTH CARE
AND REHAB, INC.**

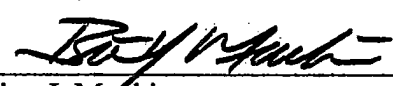
12 _____
13 By: _____

14 Title: _____

15 **APPROVED AS TO FORM:**

16 Dated: March 14, 2025

**CLASS COUNSEL
LAUBY, MANKIN & LAUBY LLP**

18 
19 Brian J. Mankin
Attorneys for Plaintiff

20 Dated: _____

**DEFENSE COUNSEL
BERLINER COHEN, LLP**

22 _____
23 Susan Bishop
Attorneys for Defendant

24 Dated: _____

**DEFENSE COUNSEL
THE LAW OFFICES OF JONATHAN VAN EE**

26 _____
27 Jonathan Van Ee
Attorneys for Defendant
28

1 90. Counterparts. This Agreement may be executed in counterparts, and when each
2 Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
3 original, and, when taken together with other signed counterparts, shall constitute one fully
4 signed Agreement, which shall be binding upon and effective as to all Parties. Electronic
5 signatures shall have the same force and effect as an original.

6 Dated: _____ **PLAINTIFF AND CLASS REPRESENTATIVE**

7
8 _____
9 Jamie Johnson

10 Dated: 03/26/2025 **DEFENDANT SAN FRANCISCO HEALTH CARE
AND REHAB, INC.**

11 _____
12 *Shekera*
13 By: Lana Shekera

14 Title: CEO

15 **APPROVED AS TO FORM:**

16 Dated: _____ **CLASS COUNSEL**
17 **LAUBY, MANKIN & LAUBY LLP**

18 _____
19 Brian J. Mankin
20 Attorneys for Plaintiff

21 Dated: March 26, 2025 **DEFENSE COUNSEL**
BERLINER COHEN, LLP

22 _____
23 Susan Bishop
24 Attorneys for Defendant

25 Dated: March 14, 2025 **DEFENSE COUNSEL**
THE LAW OFFICES OF JONATHAN VAN EE

26 _____
27 Jonathan Van Ee
28 Attorneys for Defendant

Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Johnson v. San Francisco Health Care and Rehab Inc.

(San Francisco County Superior Court, Case No. CGC-22-597785)

The San Francisco County Superior Court authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant San Francisco Health Care and Rehab Inc. (“SFHCR” or “Defendant”) for alleged violations of the California Labor Code.

The Action was filed by Jamie Johnson (“Plaintiff” or “Class Representative”) and seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of a class of nonexempt employees employed by Defendant in California (the “Class Members”) during the Class Period (January 24, 2018, through September 6, 2024); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for all nonexempt employees employed by Defendant in California during the PAGA Period (January 24, 2021, through September 6, 2024) (the “Aggrieved Employees”). (Plaintiff and Defendant shall be collectively referred to as the “Parties.”)

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

«First_Name» «Last_Name» «PSA_ID»

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
«Total_Weeks»	«ESA_Before_Paga»

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Weeks Worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
«PAGA_Pay_Periods»	«PAGA_Amount»

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.) If you believe that you worked more time during the periods discussed above, you can submit a challenge by September 26, 2025 (“**Response Deadline**”). See **Section 4** of this Notice.

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

If you worked for Defendant during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 .
EXCLUDE YOURSELF	If you do not wish to participate in the settlement of the Class Claims, you may “opt-out” of the settlement of the Class Claims. If you choose to opt-out, you must submit a Request for Exclusion by

	September 26, 2025 (see Section 6 for more details on how to opt-out). If you opt-out, you will no longer be a Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the settlement with respect to the Class Claims because you find it unfair or unreasonable, you may submit an Objection stating why you object to the settlement by September 26, 2025 (see Section 7 for more details on how to object). Alternatively, you do not need to submit a written objection and may appear at the Final Approval Hearing to object without providing any advance notice.
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator (see Section 4 for more details on how to submit a Dispute Form). Defendant's records will be presumed correct, but you may provide evidence to the Administrator showing how many Work Weeks you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED

DATE: NOV 10, 2025 TIME: 9:00 A.M.	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by Zoom. See Section 8 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of SFHCR. The Action accuses Defendant of violating California labor laws by failing to pay minimum and overtime wages, failure to provide meal and rest breaks, failure to timely pay wages each period and upon separation of employment, and failure to provide accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA.

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

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

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

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

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

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

1. Defendant Will Pay \$760,000 as the "Settlement Amount." Defendant has agreed to pay a total Settlement Amount of \$760,000, and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's Costs, and PAGA Penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Settlement Amount approximately 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court

at the Final Approval Hearing:

- A. Up to 30% of the Settlement Amount (\$228,000) to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$3,000 to the Class Representative as a Service Payment for litigating the Action, working with Class Counsel, and representing the Class.
- C. \$10,000 to the Settlement Administrator for services administering the Settlement.
- D. Up to \$40,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of Weeks Worked during the PAGA Period.
- E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their pro rata share of Weeks Worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of one-third (33.33%) of each Individual Class Payment to taxable wages ("Wage Portion") and two-thirds (66.67%) to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline. See Section 6 of this Notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void; Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Settlement Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Settlement Administrator will also decide any Disputes over weeks worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the facts alleged in the Action for the duration of the Class Period and PAGA Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective representatives, agents, heirs, and assigns, release the "Released Parties" (which includes Defendant and its parents, subsidiaries, directors, owners, shareholders, officers, agents, attorneys, insurers, servants, joint employers and employees, past and present, and each of them and anyone acting in concert with foregoing) from all claims that were alleged in the Complaint, or that reasonably could have been alleged based upon the facts stated in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay final wages, (6) failure to provide accurate itemized wage statements, and (7) unfair and unlawful competition. This includes all statutory penalties, damages,

fees, costs, and interest recoverable under these claims. (the “Released Class Claims”). The operative release period for the Released Class Claims is the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Release of Released PAGA Claims. After the Court’s judgment is final, and Defendant has paid the Settlement Amount (and separately paid the employer-side payroll taxes), Plaintiff on behalf of herself, the State of California and the LWDA shall release the Released Parties of the PAGA claims alleged in the Complaint, or that reasonably could have been based on the facts stated in the Complaint and in the relevant LWDA notice letter, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay wages each period, (6) failure to timely pay wages upon separation of employment, (7) failure to provide accurate itemized wage statements, and (8) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letter and Complaint. (“Released PAGA Claims.”) The time period governing the Released PAGA Claims shall be any time during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Weeks Worked for all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Share Points credited to each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000 by the total number of weeks worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of Weeks Worked by each individual Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class Period and PAGA Period, as recorded in Defendant’s records, are stated in the tables on page 2 of this Notice. You have until September 26, 2025 (“Response Deadline”) to dispute the number of Workweeks credited to you by submitting evidence to the Administrator. Section 9 of this Notice has the Administrator’s contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of weeks worked based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendant’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who doesn’t opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator’s contact information.

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

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement, not later than the Response Deadline.

If you do not wish to take part in the release of the Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a “Request for Exclusion” letter/card postmarked no later than September 26, 2025 with your full name, address, telephone number, last four digits of your social security number or your date of birth, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE CLASS IN THE SF HEALTH CARE & REHAB LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT.”

Any person who submits a timely Request for Exclusion from the Class Claims (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Claims remain eligible to receive an Individual PAGA Payment.

If you do not want to participate in the Settlement, the Administrator will exclude you based on timely receipt of a writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Johnson v. San Francisco Health Care and Rehab, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of social security number or your date of birth for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **Send your request to be excluded to the Administrator by September 26, 2025 (the “Response Deadline”), or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. There are two ways to object: (1) by submitting a written objection; or (2) appearing at the Final Approval Hearing to object without providing any advance notice or submitting a written objection. These options are discussed in further detail below.

Written Objection: If you wish to submit a written objection, the objection must include your full name, address, telephone number, last four digits of the social security number or date of birth, signature, and dates of employment with Defendant, in addition to the case name and number (*Johnson v. San Francisco Health Care and Rehab, Inc.*, Case No. CGC-22-597785), the basis for the objection, including any legal support and each specific reason in support of the objection, as well as any documentation or evidence in support thereof. Additionally, if you are represented by an attorney, the objection must include the name and address of your attorney. This objection and all supporting information must be sent to the Administrator at the address listed in Section 9, **postmarked** on or before **September 26, 2025**.

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

If you do not comply with either these procedures, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the settlement become Final even if you object to the settlement. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

8. WHEN IS THE FINAL APPROVAL HEARING?

On November 10, 2025, at 9:00 a.m., the Court will hold a public hearing in Department 606 of the Superior Court for the State of California, County of San Francisco, 400 McAllister Street, San Francisco, CA 94102, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiff’s request for the service award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

If you wish to appear at the Final Approval Hearing by Zoom, please use Meeting ID: 161 690 8732 Passcode: 377652

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to Opt-Out or Object, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Class, you may contact the Administrator for more information or to request that a copy of this Notice be sent to you in the mail. And you may also contact Class Counsel. Contact information for both the Administrator and Class Counsel is provided here:

Settlement Administrator	Class Counsel
Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863 Telephone: (800) 523-5773 Facsimile: (949) 209-2503 Email: info@phoenixclassaction.com	Brian Mankin, Esq. brian@LMLfirm.com Peter Carlson, Esq. peter@LMLfirm.com Lauby Mankin Lauby LLP 5198 Arlington Ave, PMB 513 Riverside, CA 92504 Tel: (951) 320-1444

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the entire court docket for **free**, including the Settlement Agreement that contains the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Brian J. Mankin in Support of Motion for Preliminary Approval of Class Action Settlement filed on May 9, 2025. These records are available to be inspected **for free** at any time during regular business hours at the Office of the Clerk, San Francisco County Superior Court, located at 400 McAllister Street, San Francisco, CA 94102. You may also review the entire case docket **for free** by going to San Francisco Superior Court's "Case Information" page online, found at <https://sf.courts.ca.gov/online-services/case-information>. You should then click on "Access Now" for "Civil Case Query" and follow the prompts (including completing the "I'm not a robot" reCAPTCHA verification). Once you reach a page entitled "Civil Case Information Search," you should enter the case number (CGC-22-597785) where requested and click "Search." This will give you free access to the full case docket, referred to as the "Register of Actions."

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

CLASS MEMBERS SHOULD NOT CONTACT EITHER THE JUDGE OR THE CLERK

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

April 23, 2024

CASE ASSUMPTIONS

Class Members	750
Opt Out Rate	1%
Opt Outs Received	12
Total Class Claimants	738
Subtotal Admin Only	\$10,235.80

Flat Fee Total \$10,000.00

For 750 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

Case: Johnson vs. SFHCR, Opt-Out & PAGA Administration

Phoenix Contact: Michael E. Moore
Contact Number: 949.331.0131
Email: mike@phoenixclassaction.com

Requesting Attorney: Brian J. Mankin
Firm: Lauby, Mankin & Lauby, LLP
Contact Number: (951) 320-1444
Email: brian@lmfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.
Estimate is based on **750** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$100.00	1	\$100.00
Call Center & Long Distance	\$2.00	79	\$158.00
NCOA (USPS)	\$150.00	1	\$150.00
Total			\$808.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Website			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.10	750	\$75.00
Notice Packet & Opt-Out Form	\$1.30	750	\$975.00
Estimated Postage (up to 2 oz.)*	\$0.62	750	\$465.00
Static Website	\$200.00	1	\$200.00
Total			\$1,915.00

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$1.00	113	\$112.50
Remail Notice Packets	\$1.00	110	\$109.50
Estimated Postage	\$0.64	110	\$70.08
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$502.08

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Database	\$150.00	1	\$150.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	5	\$275.00
Deficiency & Dispute Letters	\$10.00	9	\$90.00
Case Manager	\$85.00	3	\$255.00
Total			\$970.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	1	\$135.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$135.00	1	\$135.00
Check Run Setup & Printing	\$135.00	7	\$945.00
Mail Class Checks *	\$0.80	738	\$590.40
Estimated Postage	\$0.64	738	\$472.32
Total			\$2,832.72

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$115.00	2	\$230.00
Remail Checks (Postage Included)	\$2.00	129	\$258.00
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$85.00	5	\$425.00
Conclusion Reports	\$115.00	2	\$230.00
Case Manager Conclusion	\$85.00	3	\$255.00
Final Reporting & Declarations	\$115.00	3	\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$1,300.00	1	\$1,300.00

Total \$3,208.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$10,235.80



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

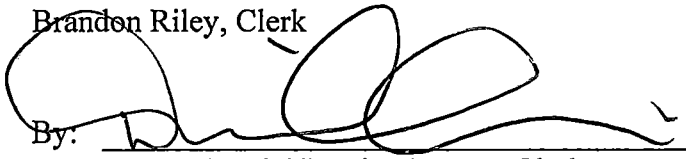
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Danial Lemire, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On December 23, 2025, I electronically served the attached document via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: December 23, 2025,

Brandon Riley, Clerk

By: 

Danial Lemire, Deputy Clerk