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SUPERIOR COURT OF THE STATE OF CALIFORNIA

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 the Hon. Jeffrey S. Ross, Dept 606, for all purposes]* **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** Hearing: Date: November 10, 2025 Time: 9:00 a.m. Dept.: 606

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County, and I manage the firm's employment law practice. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

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COUNSEL'S EXPERIENCE

2. I have been a member, in good standing, of the State Bar of California since 2001. I am admitted to practice in the United States District Courts for the Central and Southern District of California and the Ninth Circuit Court of Appeal and have tried cases in various courts in California.

3. I have handled well over 500 employee vs. employer litigation matters during my 23 years in practice. Over the last 17 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered in excess of $250 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). My team and I once held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, San Bernardino Superior Court).

5. I have tried two major class and PAGA cases against Fortune 100 companies. In 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court and received a $425,000 judgment. In 2019, I was co-counsel in a class action case against Walmart in District Court, wherein the jury awarded Plaintiffs and the class over $6 million. Both cases were appealed.

6. I was named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I have been selected by my peers as a "Super Lawyer" in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of 564 current and former nonexempt employees employed by Defendant in California during the Class Period of January 24, 2018, through September 6, 2024.

8. As set forth in the Declaration of the Administrator, the Net Settlement Amount is approximately $458,832.57, after the deductions set forth in the chart below:

Gross Settlement Amount	**$ 760,000.00**
Attorneys' Fees (1/3)	$ 228,000.00
Litigation Costs	$ 20,167.43
Administrator Costs	$ 10,000.00
PAGA Penalties	$ 40,000.00
Class Representative Service Award	$ 3,000.00
Net Settlement Amount	**$ 458,832.57**

9. The process of mailing the Notice Packets was very successful, as all Class Notices were determined to be deliverable, resulting in a 100% success rate in mailing the notices.

10. The response from the Class Members was overwhelmingly positive, as no Class Member has objected and no one opted out of the settlement.

11. As discussed at length in Plaintiff's motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by a reputable and experienced wage and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact that 100% of the Class has elected to participate and no objections were submitted, the presumption of fairness is justified.

13. I believe that the Settlement is fair, reasonable and adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible appeals. As set forth in Plaintiff's motion for preliminary approval and the declarations

submitted in support thereof, Defendant vigorously contested Plaintiff's claims, and Plaintiff faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendant that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

ADEQUACY OF COUNSEL AND

REASONABLENESS OF REQUESTED FEE AND COST AWARDS

14. As set forth above, I have handled over 300 class and representative actions, have been appointed as class counsel and have successfully resolved over half of those cases, and many others remain pending and will successfully resolve in the future while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.[1]

15. When this case was taken on a contingency fee basis, with my office agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, my office paid all costs including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

[1] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

16. There are several factors why I believe that the Court should award 30% of the common fund as reasonable attorneys' fees, and those reasons are set forth in detail in the separately filed Motion for Attorney's Fees, Costs and Service Award and my declaration in support thereof (collectively, the "Motion for Fees, Costs and Service Award").

17. Likewise, my firm's request for reimbursement of litigation costs is also set forth in the Motion for Fees, Costs and Service Award.

REASONABLENESS OF REQUESTED SERVICE AWARD

18. The basis for the Service Award is set forth in the Motion for Fees, Costs and Service Award.

SUBMISSION TO THE LWDA

19. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA. (See Exhibit "A" attached hereto).

CONCLUSION

20. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys' fees, costs, and service award.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 10, 2025, at Riverside, California.

By:____________________
Brian J. Mankin, Esq.

EXHIBIT “A”