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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

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

ARMANDO FLORES and WILLIAM
STOREY, individually, on a representative
basis, and on behalf of all others similarly
situated;

Plaintiffs,

v.

SUNRISE RESPIRATORY CARE, INC., a
California Corporation; SUNRISE
RESPIRATORY MANAGEMENT GROUP,
LLC, a California Limited Liability
Company, MICHAEL EILBERT, OSCAR
MUNOZ, and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB2127592
*[Assigned to Hon. Judge Joseph T. Ortiz,
Dept. S17, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing
Date: June 14, 2023
Time: 1:30 p.m.
Dept: S17

Complaint filed: September 27, 2021

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 manage the employment law department and am a partner with the law firm of Lauby Mankin Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiffs' Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

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

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 22 years in practice. Over the last 15 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 250 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

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

20 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
21 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
22 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
23 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
24 Both cases were appealed.

25 6. Over the last four or five consecutive years, I have been selected by my peers as a
26 “Super Lawyer” in Employment Litigation, a distinction that only 5% of lawyers receive.

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1 **ADEQUACY OF THE SETTLEMENT**

2 7. The Class current and former employees of Defendants Sunrise Respiratory Care,
3 Inc., Michael Eilbert, Oscar Munoz, and Sunrise Respiratory Management Group, LLC
4 (“Defendants”) in California at any time from September 27, 2017, through February 14, 2023
5 (the “Class Period”).

6 8. As set forth in the Declaration of the Settlement Administrator, the Settlement
7 includes 242 Participating Class Members, and based on the deductions from the Gross
8 Settlement Amount of \$385,300, the Net Settlement Amount is approximately \$188,066.67, as
9 set forth in the chart below:

10

<i>Gross Settlement Amount</i>	\$ 385,300.00
Attorneys’ Fees (1/3)	\$ 128,433.33
Litigation Costs	\$ 14,200.93
Administrator Costs	\$ 8,000.00
PAGA Penalties	\$ 40,000.00
Class Representatives Service Awards	\$ 10,500.00
<i>Net Settlement Amount</i>	\$ 188,066.67

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15 9. The process of mailing the Class Notice was very successful, as 100% of the
16 Notices were deemed deliverable by the Settlement Administrator.

17 10. The response from the Class Members was overwhelmingly positive, as no Class
18 Members objected and only one opted out.

19 11. As discussed in the Motion for Final Approval, this Settlement is very favorable
20 to the Class with payments as high as \$3,647.73, and an average payment of \$714.33 per Class
21 Member.

22 12. Sufficient information existed to allow Class Counsel to intelligently value this
23 case. Given the parties’ arms’ length bargaining facilitated by a reputable and experienced wage
24 and hour mediator, the exchange of informal discovery, the experience of Class Counsel, the fact
25 that 99.59% of the Class elected to participate and no objections were submitted, the
26 presumption of fairness is justified.

27 13. I believe that the Settlement is fair, reasonable and adequate, and in the best
28 interests of the Class, given the litigation risks and delay inherent in further litigation and

possible appeals. As set forth in Plaintiffs' motion for preliminary approval and the declarations submitted in support thereof, Defendants contested Plaintiffs' claims, and Plaintiffs faced real challenges moving forward and obtaining a recovery 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 Defendants' 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 250 class and representative actions, have been appointed as class counsel and have successfully resolved approximately half of those actions, and many others remain pending and will successfully resolve in the future while recovering in excess of \$250 million 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.* (9th Cir. 2014) 753 F.3d 918, 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 firm agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the

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

1 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research
2 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

3 16. It has been my experience that the benchmark for attorney fee awards in
4 California state cases is one-third of a common settlement fund, which the CA Supreme Court
5 upheld in the *Robert Half* case. Here, in accordance with the Settlement Agreement and
6 Addendum thereto, Class Counsel is seeking a fee of \$128,433.33, which is one-third of the
7 Settlement Amount.

8 17. There are several additional factors why I believe that the Court should award
9 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
10 resulted in a common fund settlement amount of \$385,300, and the employees will receive
11 \$714.33 on average. This is a good result in light of the disputed nature of the claims alleged.
12 This result was achieved by the work and success of my office, who negotiated the settlement
13 after extensive preparation, investigation, mediation, and substantial work thereafter.

14 18. Second, Plaintiffs faced significant risks going forward with the litigation. As
15 discussed in the motion for preliminary approval, Defendants raised various defenses throughout
16 this litigation, any one of which, if successful, could have decimated Plaintiffs' case. And
17 Defendants vowed to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues
18 going forward with this litigation, and it would have taken several more years to realize any
19 recovery in this action along with the possibility of post-trial appeals.

20 19. Third, Class Counsel are experienced class action litigators. This experience and
21 expertise, combined with the high quality of work performed in this case, resulted in the
22 settlement achieved in this case.

23 20. Fourth, Class Counsel have been representing Plaintiffs in this matter strictly on a
24 contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a
25 substantial amount of time, money, and resources, and have done so since the inception of this
26 case without any payment or compensation. If Plaintiffs had lost this case, we would have
27 recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for
28 my office, which is a small firm.

1 21. Fifth, the request for attorney's fees in the amount of one-third of the common
2 fund falls well within the norms accepted by state and federal courts in California in comparable
3 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
4 recovery under the common fund doctrine was recently approved by the California Supreme
5 Court in *Laffitte v. Robert Half*.

6 22. For all of the above reasons, a common fund fee award here in the amount of one-
7 third of the common fund created by Plaintiff and Class Counsel is fair and reasonable.

8 23. At my office, this case was primarily handled by Kristina Carlson – a 9 year
9 attorney within my office, while I performed the role of the supervising attorney. As set forth in
10 her declaration, Ms. Carlson bills at the rate of \$550/hour. I have been in practice for 22 years,
11 with most of those years handling complex litigation and for over the last 15 years, my practice
12 has almost entirely consisted of handling class action wage and hour matters. My billing rate is
13 \$775/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle
14 complex class action litigation, if not somewhat lower.

15 24. The hourly rates above are comparable to those of other attorneys with equal or
16 similar experience, if not somewhat lower (i.e., the Laffey Matrix at www.laffeymatrix.com
17 indicates that the benchmark rate for an 8–10-year attorney to be \$676/hour and a 11-19 year
18 attorney at \$764/hour, and a 20+ year attorney at \$919/hour). Moreover, the Wolters Kluwer
19 Real Rate Report (“Real Rate Report”), provides directly applicable information in this regard.
20 The Real Rate Report is based on an enormous and statistically significant compilation of data.
21 For instance, in 2017, the report was based on 25.8 million billing entries and 23.9 million hours
22 billed by over 112,100 individual timekeepers from 4,620 law firms, totaling \$9.02 billion in fees
23 billed. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for
24 partners and associates in major metropolitan areas. In 2018, for the southern California area,
25 which is based on billing entries for 999 partners and 1,361 associates, the Real Rate Report
26 states that: (a) the median rate for partners in Los Angeles is \$695 and the upper quartile is \$995
27 per hour, and (b) the median rate for associates in Los Angeles is \$550 and the upper quartile is
28 \$721 (2018 Kluwer Real Rate Report, page 21). And, perhaps most importantly, the information

provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms.

25. The table below includes a summary of the hours worked, plus an estimated 30 hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the claims administrator and defense counsel to finalize this matter. The total lodestar for my firm is approximately \$192,367.50, through the conclusion of this matter, resulting in a *negative multiplier*, as shown in the chart below:

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (22 Years)	\$775	90²	\$69,750
Peter Carlson <i>Handing Attorney</i> (9 Years)	\$575	42.7	\$24,552.50
Kristina Carlson <i>Handing Attorney</i> (9 Years)	\$550	178.30	\$98,065
Grand Total for All Attorneys			\$192,367.50

26. The fee is warranted because of the results achieved for the Class Members, both in terms of the immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendants do not oppose this fee request.

27. In the course of prosecuting this action, Class counsel have incurred expenses that were incidental and necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, on-line Lexis research, messenger services, postage, fax transmission expenses, transportation, mediator fees including travel to mediation, and other incidental expenses directly related to this action. The Settlement Agreement provided up to \$20,000 in costs. Through final approval, my office

² Includes an estimated 30 hours of additional work preparing for and attending the hearing, as well as anticipated work to be performed after the final approval hearing with counsel, administrator, employees, and the court.

1 incurred \$14,200.93 in litigation costs (see **Exhibit B** attached hereto). The saving will be
2 placed in the Net Settlement Amount for payment to the Class Members. Defendants do not
3 oppose this request for costs.

4 REASONABLENESS OF REQUESTED SERVICE AWARDS

5 28. I also believe that the service awards of \$7,500 to Armando Flores and \$3,000 to
6 William Storey are fair and warranted for the reasons outlined in their declarations and in the
7 motion. They came forward and worked directly with my office in analyzing the claims and
8 documents, and providing valuable information. (See their declarations for supporting
9 information.) Indeed, their participation was an essential element of Defendants' desire to
10 mediate and of the pre and post mediation analysis that allowed Class Counsel to settle the case.
11 Of course, they also took on various risks, including the risk that they could have been ordered to
12 pay Defendants' costs if they lost and the risk of retaliation and being black-balled in the
13 industry. Finally, Defendants do not oppose the requested service award.

14 SUBMISSION TO THE LWDA

15 29. The Motion and declarations, including the Settlement Agreement, have
16 concurrently been submitted to the LWDA. (See **Exhibit C**).

17 EXHIBITS AND CONCLUSION

18 30. A true and correct copy of the Settlement Agreement is attached hereto as Exhibit
19 "A."

20 31. Attached hereto as Exhibit "B" is a true and correct copy of an itemized statement
21 of my firm's litigation costs.

22 32. The LWDA's confirmation of receipt of this Motion and Declaration is attached
23 hereto as Exhibit "C."

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

27 34. My office is unaware of any related cases that would be impacted by this
28 settlement. I inquired with Defense counsel on May 16, 2023, and they also confirmed this to be

1 true in an email.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct. Executed on May 22, 2023, at Riverside, California.

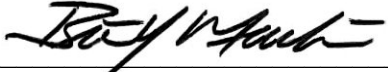
4
5 By: 
6 Brian J. Mankin, Esq.

EXHIBIT “A”

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Attorneys for Defendants Sunrise Respiratory Care, Inc.,
Michael Eilbert, Oscar Munoz, and
Sunrise Respiratory Management Group, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ARMANDO FLORES and WILLIAM
STOREY, individually, on a representative
basis, and on behalf of all others similarly
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Plaintiffs,

v.

SUNRISE RESPIRATORY CARE, INC., a
California Corporation; SUNRISE
RESPIRATORY MANAGEMENT GROUP,
LLC, a California Limited Liability
Company, MICHAEL EILBERT, OSCAR
MUNOZ and DOES 1 through 20, inclusive;

Defendants.

Case No.: CIVSB 2127592

*[Assigned to Hon. Judge David Cohn, Dept.
S26, for all purposes]*

**CLASS ACTION AND PRIVATE
ATTORNEY GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

1 This Class Action and Private Attorney General Act (“PAGA”) Settlement Agreement
2 and Release of Claims is entered into by and between Plaintiffs Armando Flores and William
3 Storey, individually and on behalf of all others similarly situated, and Defendants Sunrise
4 Respiratory Care, Inc., Michael Eilbert, Oscar Munoz, and Sunrise Respiratory Management
5 Group, LLC, and is approved by their respective counsel of record, subject to the terms and
6 conditions hereof and the Court’s approval.

7 **A. Definitions**

8 1. “Action” or “Lawsuit” means and refers to the case entitled *Armando Flores et al.*
9 *v. Sunrise Respiratory Care, Inc., et al.*, San Bernardino County Superior Court, Case No.
10 CIVSB2127592.

11 2. “Agreement,” “Settlement Agreement” or “S.A.” or shall mean this Class Action
12 and Private Attorney General Act Settlement Agreement and Release of Claims, including any
13 attached Exhibits.

14 3. “Aggrieved Employees” means all current and former nonexempt employees
15 employed by Defendant Sunrise Respiratory Care, Inc., in California at any time during the
16 PAGA Period. Defendants represent that, as of November 29, 2022, there are approximately 195
17 Aggrieved Employees who worked during the PAGA Period.

18 4. “Class Counsel” refers to Brian Mankin and Kristina Bui Carlson of Lauby,
19 Mankin & Lauby LLP.

20 5. “Class Data” means a complete list that Defendants will diligently and in good
21 faith compile from its records and provide to the Settlement Administrator on one spreadsheet
22 and shall include the Settlement Class Members’ full names; last known addresses; telephone
23 numbers; Social Security Numbers; the total Weeks Worked during the PAGA Period for each
24 Aggrieved Employee, the total Weeks Worked during the Class Period for each Settlement Class
25 Member, and the amount of any individual settlement payment received from the Prior Payment.

26 6. “Class Period” is deemed to be any time during the period of September 27, 2017,
27 through the Preliminary Approval Date.

28 7. “Class Representatives” or “Plaintiffs” means and refers to Armando Flores and

1 William Storey.

2 8. “Complaint” refers to the operative first amended complaint on file, as well as the
3 second amended complaint that will be filed for the purposes of adding William Storey as a
4 named Plaintiff, originally filed in the San Bernardino County Superior Court on November 29,
5 2021, in the matter of *Armando Flores et al. v. Sunrise Respiratory Care, Inc., et al.*, San
6 Bernardino County Superior Court Case No. CIVSB2127592.

7 9. “Court” (or “Judge”) means the California Superior Court, County of San
8 Bernardino.

9 10. “Defendants” means and refers to Defendants Sunrise Respiratory Care, Inc.,
10 Michael Eilbert, Oscar Munoz, and Sunrise Respiratory Management Group, LLC.

11 11. “Defendants’ Counsel” or “Defense Counsel” means and refers to K&L Gates
12 LLP.

13 12. “Effective Date” means the latest of the following dates: (i) sixty-one (61)
14 calendar days following the date the Court enters an order granting final approval, assuming no
15 appeal, intervention, or writ is filed; or (ii) if a timely appeal is filed, then the date of final
16 resolution of that appeal, intervention, or writ (including any requests for rehearing and/or
17 petitions for *certiorari*), resulting in final judicial approval of the Settlement.

18 13. “Final Approval” refers to the order of the Court granting final approval of this
19 Settlement Agreement and entering a judgment approving this Agreement on substantially the
20 terms provided herein or as the same may be modified by subsequent agreement of the Parties.

21 14. “Final Settlement Class” means, collectively, all Settlement Class Members who
22 have not opted out of the Settlement Class by submitting timely Requests for Exclusion.

23 15. “Individual Settlement Payment” shall have the meaning ascribed to it in
24 Paragraph 48(c) below.

25 16. “Maximum Settlement Amount” shall have the meaning ascribed to it in
26 Paragraph 48(a) below.

27 17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 48(b)
28 below.

1 18. “Notice” means the notice of settlement of class action that will be sent to the
2 Settlement Class Members.

3 19. “Notice Response Deadline” is 30 calendar days from the date the Notice is
4 mailed to the Settlement Class Members.

5 20. “Objecting Settlement Class Member” means a Settlement Class Member, other
6 than Plaintiffs, who submits a valid and timely objection to the terms of this Agreement,
7 pursuant to Paragraph 69(c) below.

8 21. “PAGA Penalties” means the amount that the Parties have agreed to pay to the
9 Labor and Workforce Development Agency (“LWDA”) in connection with the California Labor
10 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”), as well
11 as the individual PAGA payment allocated to each Aggrieved Employee.

12 22. “PAGA Period” is deemed to be any time during the period of September 27,
13 2020, through the Preliminary Approval Date.

14 23. “PAGA Released Claims” means that upon the final approval of the Settlement by
15 the Court and Defendants funding of the Settlement, Plaintiffs, on behalf of the State of
16 California and the Aggrieved Employees, shall completely release and discharge the Released
17 Parties of the PAGA claims that Plaintiffs alleged against the Released Parties, on behalf of the
18 Aggrieved Employees and the State of California, based on the facts stated in the operative
19 complaint and in the relevant LWDA notice letters, including all PAGA claims seeking civil
20 penalties premised upon: (a) failure to pay minimum wages, (b) failure to pay overtime wages,
21 (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure to failure to
22 timely pay wages each period and upon separation of employment, (f) failure to provide accurate
23 itemized wage statements, and (g) all other claims for civil penalties recoverable under the
24 Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged
25 in the operative complaint, and any PAGA Notices submitted by Armando Flores or William
26 Storey. The time period governing the PAGA Released Claims shall be the PAGA Period. The
27 PAGA Released Claims do not release any Aggrieved Employees’ claims for wages or statutory
28 penalties.

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

4 25. “Parties” or “Settling Parties” mean Plaintiffs, the Settlement Class, and
5 Defendants, collectively.

6 26. “Preliminary Approval Date” means the date the Court approves the Settlement
7 Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

8 27. “Preliminary Approval Order” means the judicial Order to be entered by the
9 Court, upon the application or motion of the Plaintiffs, preliminarily approving this Settlement
10 and providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of
11 the Settlement, an opportunity to submit timely objections to the Settlement, and setting a
12 hearing on the fairness of the terms of Settlement, including approval of attorneys’ fees and
13 costs. Defendants will be provided with an opportunity to review and comment upon the motion
14 for preliminary approval at least five days before it is filed. Thereafter, Defendants will not
15 object to the motion.

16 28. “Prior Payment:” Following mediation and prior to reaching a Settlement,
17 Defendants entered into individual settlement agreements with certain Class Members.
18 Defendants shall be entitled to a credit of \$10,300.00 for money already paid to those Class
19 Members as a result of individual settlement agreements, which shall be referred to as the “Prior
20 Payment.” Thus, upon the Effective Date occurring, Defendants shall owe the Maximum
21 Settlement Amount, less the Prior Payment, plus the employer’s share of payroll taxes due on the
22 remaining wage portion of the Individual Settlement Payments.

23 29. “QSF” means the Qualified Settlement Fund set up by the Settlement
24 Administrator for the benefit of the Final Settlement Class, and from which the settlement
25 payments shall be made, and which is intended to be a fund that qualifies under Internal Revenue
26 Code Sec. 468.

27 30. “Released Class Claims:” Upon the final approval of the Settlement by the Court
28 and Defendants funding of the Settlement, the Participating Class Members will fully release and

1 discharge the Released Parties of the claims stated in the Complaint and those based solely upon
2 the facts in the Complaint, including: (a) failure to pay minimum wages, (b) failure to pay
3 overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure
4 to failure to timely pay wages each period and upon separation of employment, (f) failure to
5 provide accurate itemized wage statements, (g) unfair and unlawful competition, and (h) all other
6 claims for statutory penalties based on the facts or claims alleged in the operative complaint
7 and/or any and all PAGA Notices sent to the LWDA by Plaintiffs Armando Flores and/or
8 William Storey; as well as any claims that were or could have been pled based on the same or
9 similar facts. Any claims for injunctive relief, declaratory relief, restitution, statutory penalties,
10 fraudulent business practices or punitive damages alleged or which could have been alleged
11 under the facts, allegations and/or claims pleaded in the Action are also released. The time
12 period governing the Released Class Claims shall be the Class Period.

13 31. “Released Parties” means Defendants, and all of their past, present and future
14 direct or indirect parents, subsidiaries, predecessors, successors and affiliates as well as each of
15 their past, present and future officers, directors, employees, partners, members, shareholders and
16 agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable
17 with Defendants, specifically including but not limited to Michael Eilbert and Oscar Munoz.

18 32. “Release Period” shall be the time period governing the Released Class Claims
19 shall be the same as the Class Period.

20 33. “Release” shall mean the release and discharge of the Released Class Claims by
21 Plaintiffs and all of the Participating Class Members. The *res judicata* effect of the Judgment
22 will be the same as that of the Release.

23 34. “Request for Exclusion” shall have the meaning ascribed to it in Paragraph 69(a)
24 below.

25 35. “Service Payment” or “Service Award” means the amount approved by the Court
26 to be paid to the Class Representatives, Armando Flores and William Storey, in addition to their
27 Individual Settlement Payment as Participating Class Members.

28 36. “Settlement Administrator” means and refers to Phoenix Settlement

Administrators, the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice Packet to the Class Members and distribute the settlement amounts as described in this Agreement.

37. “Settlement Administration Costs” means the costs payable from the Maximum Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Maximum Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

38. “Settlement Class” consists of all current and former nonexempt employees employed by Defendant Sunrise Respiratory Care, Inc., in California at any time during the Class Period. Defendants represent that, as of November 29, 2022, there are approximately 220 individuals in the Settlement Class who collectively worked approximately 10,833 Work Weeks during the Class Period.

39. “Settlement Class Member” or “Class Member(s)” refers to individual members of the Settlement Class.

40. “Work Weeks” or “Weeks Worked” for each Settlement Class Members means any and all weeks during the Class Period in which the Settlement Class Member was employed by Defendants in California as a non-exempt employee and worked at least one shift during the week.

B. General Terms

41. Plaintiff Armando Flores filed a class action complaint on September 27, 2021, and subsequently filed a first amended class action and representative PAGA action complaint in the Court on November 29, 2021, against Defendant Sunrise Respiratory Care, Inc., and Does 1 through 20. Thereafter, Plaintiff Flores filed Doe amendments that added Michael Eilbert, Oscar

Munoz, and Sunrise Respiratory Management Group, LLC, as additional Defendants. Plaintiff also requested to add William Storey as a named Plaintiff, which Defendants agree not to oppose as part of this Settlement. Accordingly, Plaintiffs intend to file a second amended complaint (by way of a stipulation to amend or motion to amend if necessary) on behalf of Plaintiffs Armando Flores and William Storey, as soon as possible, which shall allege class and representative PAGA claims, including: (1) failure to pay minimum and regular 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, (7) unfair and unlawful competition pursuant to Business and Professions Code §17200 *et seq.*, and (8) related claims under PAGA.

42. Defendants deny Plaintiffs' claims and allegations and contend that the Action is not suitable for class certification or manageable as a class or representative action.

43. The Class Representatives believe they can proceed with their representative and class claims, that the Action is meritorious, and that class certification is appropriate.

44. The Parties have conducted a thorough investigation into the facts of the Action. This includes conducting an extensive exchange of formal and informal discovery, including Defendants' written policies and practices and the production of a sampling of payroll and timekeeping records for Settlement Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Settlement Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendants. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

45. The Parties mediated the Action with David Phillips on June 1, 2022. The matter did not resolve on the day of mediation, but the Parties continued to negotiate and ultimately

David Phillips issued a mediator's proposal that was accepted by the Parties, resulting in the Settlement set forth in this Agreement.

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

47. Stipulation for Class Certification. For settlement purposes only, Defendants will stipulate that the Settlement Class Members described herein who do not submit a Request for Exclusion from the Settlement Class may be conditionally certified as a settlement class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this or in any other action except for the sole purposes of enforcing this Agreement and resolving the administration of the Settlement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be appropriate in a non-settlement context. Defendants expressly reserve their rights and declare that they would continue to oppose class certification and the substantive merits of the case should the Court decline to issue Final Approval. Plaintiffs expressly reserves their rights and declares that they will continue to pursue class certification and a trial should the Court decline to issue Final Approval.

C. Terms of Settlement

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

(a) Maximum Settlement Amount: The Parties agree to settle this Action for Three Hundred Eighty Five Thousand Three Hundred Dollars (\$385,300.00) ("the Maximum Settlement Amount"). The Maximum Settlement Amount is the maximum amount that will be paid by Defendants (except for the employer's share of payroll taxes), which includes a credit for the Prior Payment, and is inclusive of payments to the Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award,

Settlement Administrator Costs, Service Payments to the Class Representatives, statutory penalties, and interest. Defendants shall separately pay the employers' share of their payroll tax obligations, which shall be reported through the Settlement Administrator.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Maximum Settlement Amount less the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative as awarded by the Court, the Settlement Administration Costs, and PAGA Penalties. If the Court reduces the attorneys' fees, litigation costs, Service Award, or Settlement Administrator Costs, the difference shall be placed in the Net Settlement Amount and allocated to the Settlement Class.

(c) Individual Settlement Payments for the Settlement Class: Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Work Weeks a Settlement Class Member worked during the Class Period. Specific calculations of Individual Settlement Payments will be made as follows:

- Defendant will calculate the total number of Work Weeks worked by each Settlement Class Member during the Class Period and the aggregate total number of Work Weeks worked by all Settlement Class Members during the Class Period.
- To determine each Settlement Class Member's estimated Individual Settlement Payment, the Settlement Administrator will use the following formula: The Net Settlement Amount will be divided by the aggregate total number of Work Weeks, resulting in the "Work Week Value." Each Settlement Class Member's Individual Settlement Payment will be calculated by multiplying his or her total number of Work Weeks during the Class Period by the Work Week Value.
- Individual Settlement Payments will be reduced by (1) any payment received by a Class Member from the Prior Payment (but in no instance shall the offset from the Prior Payment cause an Individual Settlement Payment to drop below \$50), and (2) any required deductions for each Participating Class

Member as specifically set forth herein, including employee-side tax withholdings or deductions.

- The entire Net Settlement Amount will be disbursed to all Participating Class Members. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionally increase the Individual Settlement Payment for each Participating Class Member according to the number of Work Weeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

(d) Allocation of Individual Settlement Payments: The Individual Settlement Payments will be allocated as follows: one-third (1/3) will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and the remaining two-thirds (2/3) will be allocated between interest and penalties (pursuant to, e.g., California Labor Code sections 203, 210, 226, 2699) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations. The Parties further agree that the PAGA payment distributed to each Aggrieved Employee will be treated entirely as civil penalties, and will be reported as such to each Aggrieved Employee on an IRS Form 1099 misc. The Participating Class Members are responsible for taxes and accounting on their payments received

(e) Service Payment to Class Representative: The amount, if any, awarded to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to exceed \$7,500 to Plaintiff Flores, and \$3,000 to Plaintiff Storey, in exchange for the services Plaintiffs performed on behalf of the Class and for entering into the general and expansive release discussed hereinafter. Defendants agree not to oppose this request. The Service Payment to Plaintiffs will be paid out of the Maximum Settlement Amount. The Class Representatives will be issued IRS Form 1099 in connection with this payment. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payment to Plaintiffs less than the requested amount shall

not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(f) Attorneys' Fees and Costs Award: Defendants agree to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Maximum Settlement Amount, plus reasonable litigation costs not to exceed \$20,000.00 ("Attorney's Fees and Cost Award"). Defendants agree not to oppose any contention by Class Counsel that attorneys' fees should be based on the common fund theory. The Attorney's Fee and Cost Award shall be paid from the Maximum Settlement Amount, and except for this award, Defendants shall have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(g) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Maximum Settlement Amount, not to exceed \$8,000.00 unless approved by all Parties and the Court.

(h) PAGA Penalties: The Parties agree that \$40,000.00 is allocated to PAGA Penalties, and is to be paid from the Maximum Settlement Amount, subject to Court approval. Of this amount, \$30,000.00 (75%) shall be paid to the LWDA in satisfaction of civil penalties under PAGA and \$10,000 (25%) will be paid to the Aggrieved Employees on a Work Week basis, which will be treated entirely as civil penalties and shall be reported as required on an IRS form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement.

(i) Tax Liability: Class Counsel and Defendants make no representations as to the tax treatment or legal effect of Settlement Amounts called for hereunder, and Plaintiffs and the Settlement Class Members are not relying on any statement or representation by Class

1 Counsel or Defendants in this regard. Plaintiffs and Participating Class Members understand and
2 agree that they will be solely responsible for the payment of any taxes and penalties assessed on
3 their respective Settlement Amounts described herein. The amount of federal income tax
4 withholding will be based upon a flat withholding rate for supplemental wage payments in
5 accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax
6 withholding will also be made pursuant to applicable state and/or local withholding codes or
7 regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner
8 required by the Internal Revenue Code of 1986 (the “Code”) and consistent with this Agreement.
9 If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after
10 the date of this Agreement, the processes set forth in this Section may be modified in a manner to
11 bring Defendants into compliance with any such changes. Plaintiffs and Participating Class
12 Members understand and agree that they will be solely responsible for the payment of any taxes
13 assessed on their respective payments described herein.

14 (j) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
15 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”
16 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING
17 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO
18 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR
19 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND
20 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
21 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
22 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
23 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
24 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, his OR ITS
25 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
26 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO
27 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
28 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT

1 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
2 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
3 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
4 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
5 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
6 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
7 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF
8 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING
9 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

10 49. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
11 Participating Class Members under this Agreement, as well as any other payments made
12 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any
13 benefit plans to which any Settlement Class Members may be eligible, including, but not limited
14 to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase or other types of equity plans,
15 vacation plans, sick leave plans, PTO plans, ESOP plans, and any other benefit plan. The Parties
16 agree that the amounts paid pursuant to this Settlement are not for days or hours worked, and are
17 not included toward any regular rate of pay calculation, or any benefit vesting or accrual
18 purpose.

19 50. "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under
20 no circumstances will any portion of the Maximum Settlement Amount revert to Defendants.
21 Participating Class Members will not have to make a claim in order to receive an Individual
22 Settlement Payment. Distributions, in the form of Individual Settlement Payments, will be made
23 directly to each Participating Class Member. The Settlement Administrator shall be responsible
24 for accurately and timely reporting and remittance obligations with respect to unclaimed funds as
25 a result of a Participating Class Member not cashing an Individual Settlement Payment by the
26 check cashing deadline, as set forth herein.

27 51. Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable, and
28 adequate, and will so represent same to the Court.

1 **D. Release by Plaintiff, the Aggrieved Employees and the Settlement Class**

2 52. Upon entry of the Final Approval Order and Defendants' funding of the
3 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
4 Agreement, the Participating Class Members will forever completely release and discharge the
5 Released Parties from the Released Class Claims for the Release Period.

6 53. Upon entry of the Final Approval Order and Defendants' funding of the
7 Settlement Amount, the State of California and Aggrieved Employees shall completely release
8 and discharge the Released Parties from the PAGA Released Claims for the PAGA Period.

9 54. Each Participating Class Member will be deemed to have made the foregoing
10 Release as if by manually signing it.

11 55. Plaintiffs and Defendants intend that the Settlement described in this Agreement
12 will release and preclude any further claim, whether by lawsuit, administrative claim or action,
13 arbitration, demand, or other action of any kind, by each and all of the Participating Class
14 Members to obtain a recovery based on, arising out of, and/or related to any and all of the
15 Released Class Claims. The Class Members shall be so notified in the Notice. This paragraph
16 does not apply to any Class Member who timely and validly opts out of the Settlement.

17 56. Class Representatives, on behalf of themselves and the Settlement Class,
18 acknowledge and agree that the claims for unpaid wages and unreimbursed expenses in the
19 Action, and untimely payment of wages in the Action, are disputed, and that the payments set
20 forth herein constitute payment of all sums allegedly due to them. Class Representatives, on
21 behalf of themselves and the Settlement Class, acknowledge and agree that California Labor
22 Code Section 206.5 are not applicable to the Parties hereto. Section 206.5 provides in pertinent
23 part as follows:

24 An employer shall not require the execution of any release of any claim or
25 right on account of wages due, or to become due, or made as an advance on
26 wages to be earned, unless payment of those wages has been made.

27 **E. Release by Class Representatives**

28 57. Class Representatives do hereby, for themselves and for their respective spouses,

1 heirs, and assigns forever and completely release and discharge the Released Parties from any
2 and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies,
3 damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses
4 (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary
5 damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of
6 time through the execution of this Agreement, whether known or unknown, suspected or
7 unsuspected, including but not limited to all claims arising out of, based upon, or relating to
8 Class Representatives' employment with Defendants or the remuneration for or termination of
9 such employment, to the fullest extent provided by law (collectively, the "Class Representatives'
10 Claims").

11 58. Without limiting the generality of the foregoing, this general release by Class
12 Representatives includes all federal, state and local statutory claims, federal and state common
13 law claims (including but not limited to those for contract, express or implied, any covenant of
14 good faith and fair dealing, tort, and equity), including without limitation the Americans with
15 Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of
16 1964 (as amended), 42 USC sec. 1981, 42 USC sec. 1983, the Fair Labor Standards Act, the
17 Employment Retirement Security Income Act of 1974, the California Constitution, the California
18 Fair Employment and Housing Act, the California Unfair Competition Act (California Business
19 and Professions Code section 17200 et seq.), and the California Labor Code.

20 59. Class Representatives agree that there is a risk that any injury that they may have
21 suffered by reason of the Released Parties' relationship with them might not now be known, and
22 there is a further risk that said injuries, whether known or unknown at the date of this Settlement
23 Agreement, might possibly become progressively worse, and that as a result thereof further
24 damages may be sustained. Nevertheless, Class Representatives agree to forever and fully
25 release and discharge the Released Parties, and understand that by the execution of this
26 Settlement Agreement no further claims for any such injuries that existed at the time of the
27 execution of this Settlement Agreement may ever be asserted by Class Representatives with
28 respect to claims arising in the time period from the beginning of time to the execution of this

1 Settlement Agreement.

2 60. Class Representatives expressly waive and relinquish all rights and benefits
3 afforded by Section 1542 of the Civil Code of the State of California and do so understanding
4 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil
5 Code of the State of California states:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
7 THAT THE CREDITOR OR RELEASING PARTY DOES NOT
8 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
9 THE TIME OF EXECUTING THE RELEASE AND THAT, IF
10 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
 OR RELEASED PARTY.

11 Notwithstanding the provisions of Section 1542, and for the purpose of implementing a
12 full and complete release and discharge of all parties, Class Representatives and Class Counsel
13 expressly acknowledge that this Settlement Agreement is intended to include in its effect,
14 without limitation, all claims that Class Representatives knew of, as well as all claims that they
15 do not know or suspect to exist in their favor against the Released Parties, or any of them, for the
16 time period from the beginning of time to the execution of this Settlement Agreement, and that
17 this Settlement Agreement contemplates the extinguishment of any such Class Representatives'
18 claims. Notwithstanding the above, the general release by Class Representatives shall not extend
19 to claims for workers' compensation benefits, claims for unemployment benefits, or other claims
20 that may not be released by law.

21 **F. Interim Stay of Proceedings**

22 61. Pending completion of all of the prerequisites necessary to effectuate this
23 Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action
24 except such as are necessary to effectuate the Settlement.

25 **G. Notice Process**

26 62. Appointment of Settlement Administrator. The Parties have agreed to the
27 appointment of the Settlement Administrator to perform the duties of a settlement administrator,
28 including mailing the Notice, using standard devices to obtain forwarding addresses,
independently reviewing and verifying documentation associated with any claims or opt-out

1 requests, resolving any disputes regarding the calculation or application of the formula for
2 determining the Individual Settlement Payments, drafting and mailing the settlement checks to
3 Participating Class Members and Aggrieved Employees, issuing W-2 and 1099 Tax Forms,
4 unclaimed funds due diligence, reporting and remittance obligations, and performing such other
5 tasks as set forth herein or as the Parties mutually agree or that the Court orders.

6 63. Disputes Regarding Settlement Administration. Any and all disputes relating to
7 administration of the Settlement by the Settlement Administrator (except for disputes regarding
8 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction
9 over the terms and conditions of this Settlement Agreement, until Plaintiffs and Defendants
10 notify the Court that all payments and obligations contemplated by this Settlement Agreement
11 have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties
12 will confer in good faith to resolve the dispute without the necessity of Court intervention. The
13 Settlement Administrator shall also be responsible for issuing to Plaintiffs, Participating Class
14 Members, Aggrieved Employees, and Class Counsel any W-2, 1099, or other Tax Forms as may
15 be required by law for all amounts paid pursuant to this Agreement. The Settlement
16 Administrator shall also be responsible for setting up all necessary tax accounts and forwarding
17 all payroll taxes and penalties to the appropriate government authorities.

18 64. Class Data. Within ten (10) days after entry of the Preliminary Approval Order,
19 Defendants shall provide the Class Data to the Settlement Administrator. The Settlement
20 Administrator will run a check of the Class Members' addresses against those on file with the
21 U.S. Postal Service's National Change of Address List. The Class Data provided to the
22 Settlement Administrator will remain confidential, shall be used solely to administer the
23 Settlement, and will not be used or disclosed to anyone, except as required by applicable tax
24 authorities, pursuant to Defendants' express written consent, or by order of the Court.

25 65. Notice. The Notice, as approved by the Court, shall be sent by the Settlement
26 Administrator to the Settlement Class Members, by first class mail, in English, within ten (10)
27 calendar days following the Settlement Administrator's receipt of the Class Data. The
28 Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding

addresses of Settlement Class Members if any envelopes are returned.

66. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Settlement 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 Notice Response Deadline or fifteen (15) days after the remailing of the Notice.

67. Disputes Regarding Information on Notices. Class Members are deemed to participate in the Settlement, unless they opt-out. The Notice will inform Class Members of his/her estimated Individual Settlement Payment and the number of Weeks Worked during the Class Period. Class Members may dispute their Weeks Worked if they feel they should be credited with more Work Weeks than Defendants' records show by timely submitting evidence to the Settlement Administrator. Defendants' records will be presumed determinative absent reliable evidence to rebut Defendants' 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 estimated Individual Settlement Payment. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to render a final decision. Class Members will have until the Notice Response Deadline to dispute Weeks Worked, object or opt out, unless extended by the Court. In the event that the Settlement Administrator increases the number of Weeks Worked for any Settlement Class Member, then the Settlement Administrator will recalculate the Individual Settlement Payments; accordingly, in no event will Defendants be required to increase the Maximum Settlement Amount.

68. Declaration of Due Diligence. The Settlement Administrator shall provide

counsel for the Parties, at least twenty-five (25) calendar days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

69. Settlement Class Members' Rights. Each Settlement Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or request exclusion from the Settlement. All Parties, signatories and their counsel shall not encourage opt-outs or objections to this Agreement. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means. The Notice will inform the Settlement Class Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

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

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE SUNRISE RESPIRATORY CARE LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

To be valid, any Request for Exclusion must include the full name, address, telephone number, last four digits of the social security number or date of birth, and signature of the Settlement Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address. Any such Request must be made in accordance with the terms set forth in the Notice. A Request for Exclusion will be timely only if postmarked by the Notice Response Deadline, unless the Parties otherwise agree in writing. Any Settlement Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Aggrieved

1 Employee who requests timely exclusion will still be subject to the PAGA Released Claims and
2 receive a share of PAGA Penalties, and such requests for exclusion shall be deemed void and
3 defective.

4 (b) Binding Effect on Final Settlement Class Members. Except for those
5 Settlement Class Members who exclude themselves in compliance with the procedures set forth
6 above, all Settlement Class Members will: (i) be deemed to be Participating Class Members for
7 all purposes under this Agreement; (ii) will be bound by the terms and conditions of this
8 Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise
9 provided herein, will be deemed to have waived all objections and oppositions to the fairness,
10 reasonableness, and adequacy of the Settlement.

11 (c) Objections to Settlement. Any Settlement Class Member, other than
12 Plaintiffs, may object to the terms of this Agreement. To object, a Settlement Class Member
13 shall inform the Settlement Administrator, in writing, of his or her objection which must be
14 postmarked by the Notice Response Deadline at the address set forth in the Notice. Such
15 objection shall include the Objecting Settlement Class Member's full name, address, telephone
16 number, and dates of employment with Defendants, the case name and number, the basis for the
17 objection, including any legal support and each specific reason in support of the objection, as
18 well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class
19 Member is represented by counsel, the name and address of his or her counsel. The Settlement
20 Administrator shall provide objections, if any, to Class Counsel and Defense Counsel within
21 three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its
22 declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any
23 Participating Class Member who files an objection but does not opt out remains eligible to
24 receive monetary compensation from the Settlement, and shall be bound by the terms of the
25 Settlement. Plaintiffs and Defendants shall not be responsible for any fees, costs, or expenses
26 incurred by any Class Member and/or his or her counsel related to any objections to the
27 Settlement. Submitting an objection does not preserve the right to appeal a final judgment.
28 Rather, the right to appeal is preserved by becoming a party of record by timely and properly

1 intervening or filing a motion to vacate the judgment under Code of Civil Procedure § 663.

2 Objections submitted by Aggrieved Employees shall be deemed void and null.

3 (d) Failure to Object. Any Settlement Class Member who desires to object
4 but fails to timely submit a written objection or in person objection at the Final Approval
5 Hearing waives any right to object and will be foreclosed from making any objection to this
6 Settlement. Any Settlement Class Member who does not timely and properly become a party of
7 record by intervening or filing a motion to vacate the judgment waives any and all rights to
8 appeal from the Judgment, including all rights to any post-judgment proceeding and appellate
9 proceeding, such as a motion to vacate judgment, motion for new trial, a motion under California
10 Code of Civil Procedure section 473, and extraordinary writs.

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

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

19 (g) Defective Submissions. If a Settlement Class Member's Request for
20 Exclusion or objection is defective as to the requirements listed herein, that Settlement Class
21 Member will be given an opportunity to cure the defect(s). The Settlement Administrator will
22 mail the Settlement Class Member a cure letter within three (3) business days of receiving the
23 defective submission to advise the Settlement Class Member that his or her submission is
24 defective and that the defect must be cured to render the Request for Exclusion or objection
25 valid. The Settlement Class Member will have the later of (i) the Notice Response Deadline or
26 (ii) 15 calendar days from the date of the cure letter to postmark or fax a revised Request for
27 Exclusion or objection. If the revised Request for Exclusion or objection is not postmarked or
28 received by fax within that period, it will be deemed untimely.

1 70. Funding of the Settlement Amount. Defendants shall make a one-time deposit
2 into the QSF of the Maximum Settlement Amount (including the employers' share of the payroll
3 taxes) within fifteen (15) calendar days after the Effective Date. Once Defendants have complied
4 with their obligation set forth in this paragraph, they shall be deemed to have satisfied all of the
5 terms and conditions of this Agreement, shall be entitled to all the protections afforded it under
6 the Agreement, and shall have no further obligations under the Agreement, regardless of what
7 occurs with respect to the further administration of the Settlement. The Settlement Administrator
8 (and not Defendants) shall issue the applicable W-2s and IRS Form 1099 reflecting all payments
9 to the Class Members.

10 71. Distribution of Funds. No later than ten (10) calendar days after the deposit of the
11 payment into the QSF, the Settlement Administrator will mail the Individual Settlement
12 Payments to the Participating Class Members and Aggrieved Employees, the payment to Class
13 Counsel for the Attorneys' Fees and Costs Award, any Service Payment to the Class
14 Representative, the payment to the LWDA for PAGA penalties, and will pay itself the Settlement
15 Administration Costs.

16 72. Deadline for Cashing Settlement Checks. Participating Class Members and
17 Aggrieved Employees shall have 180 calendar days after mailing by the Settlement
18 Administrator to cash their settlement checks. If any Participating Class Member and/or
19 Aggrieved Employee's check is not cashed within that period, the check will be void and a stop-
20 payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the
21 California State Controller's Office in the name of the Class Member and/or Aggrieved
22 Employee. The release will be binding upon all Participating Class Members and Aggrieved
23 Employees who do not cash their checks within the 180-day period. In the event that any
24 settlement check is returned to the Settlement Administrator within 180 days of mailing, the
25 Settlement Administrator will, within five (5) business days of receipt of the returned settlement
26 check, perform a skip trace to locate the individual, and notify Defense Counsel and Class
27 Counsel of the results. If a new address is located by these means, the Administrator will have
28 ten (10) business days to re-issue the check. Neither Defendants, Defense Counsel, Class

1 Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen
2 settlement checks, forged signatures on settlement checks, or unauthorized negotiation of
3 settlement checks. Without limiting the foregoing, in the event a Participating Class Member
4 and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a
5 settlement check has been lost or stolen, the Settlement Administrator shall immediately stop
6 payment on such check. If the check in question has not been negotiated prior to the stop
7 payment order, the Settlement Administrator will issue a replacement check. The replacement
8 check shall have the same void date as the original check, and the replacement check request
9 shall not extend the void date.

10 73. No person shall have any claim against Defendants (or their designees),
11 Defendants' Counsel, Plaintiffs or Class Counsel based on mailings, distributions, payments or
12 reports made in accordance with or pursuant to this Agreement. This provision does not,
13 however, prevent a Party from seeking enforcement of this Agreement.

14 74. Without prejudice to any other remedies, the Settlement Administrator shall agree
15 to be responsible for any breach of its obligations (whether committed by the Settlement
16 Administrator or its agents) and to indemnify and hold the Parties and their counsel harmless
17 from and against all liabilities, claims, causes of action, costs and expenses (including legal fees
18 and expenses) arising out of any breach committed by the Settlement Administrator or its agents.
19 To this end, if the Settlement Administrator funds any amount contrary to this Agreement or the
20 Final Order, then the Settlement Administrator shall be responsible for curing the mistake.

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

22 75. Promptly after execution of this Settlement Agreement, Plaintiffs and Defendants
23 will file a stipulation to permit Plaintiffs to file a second amended complaint, and will then move
24 the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval
25 Order accomplishing the following:

26 (a) Scheduling the Final Approval Hearing on the issue of whether this
27 Settlement should be finally approved as fair, reasonable and adequate as to the Class Members
28 and a hearing on fees, costs and the Service Payment;

- (b) Approving as to form and content the proposed Notice;
- (c) Directing the mailing of the Notice by first class mail to the Settlement Class Members;
- (d) Preliminarily approving this Settlement; and
- (e) Preliminarily certifying the class for purposes of this Settlement.

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

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

- (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, the Service Payment to the Class Representatives, and the payment to the Settlement Administrator for costs of administering the settlement; and
- (c) Entering judgment approving settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties.

77. Final Judgment. Class Counsel shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment to its website within three (3) business days of receipt.

J. Voiding the Agreement

78. If the Settlement is voided or fails for any reason, Plaintiffs and Defendants will have no further obligations under the Settlement, including any obligation by Defendants to pay the Maximum Settlement Amount, or any amounts that otherwise would have been owed under this Settlement.

79. Defendants have the sole and absolute discretion to withdraw from the Settlement if five percent (5%) or more of Class Members submit a timely and valid Request for Exclusion from the Settlement. However, Defendants agree to meet and confer with Class Counsel prior to

1 withdrawing from the Settlement. Defendants, Defendants' counsel, Plaintiffs and Class
2 Counsel shall not encourage members of the Settlement Class to opt-out or object, or any
3 Aggrieved Employees to intervene or object.

4 80. If the Settlement is voided or fails for any reason, any costs incurred by the
5 Settlement Administrator shall be borne equally by Defendants and Plaintiffs, unless otherwise
6 specified in this Agreement.

7 **K. Other Terms**

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

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

13 83. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to
14 accomplish the terms of this Settlement Agreement, including but not limited to, execution of
15 such documents and to take such other action as may reasonably be necessary to implement the
16 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their
17 best efforts, including all efforts contemplated by this Settlement Agreement and any other
18 efforts that may become necessary by order of the Court, or otherwise, to effectuate this
19 Settlement Agreement and the terms set forth herein. As soon as practicable after execution of
20 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of
21 Defendants and Defendants' Counsel, take all necessary steps to secure the Court's preliminary
22 and final approval of the settlement, and the final entry of judgment. Class Counsel shall provide
23 Defendants' Counsel with copies of the Preliminary Approval Motion and Final Approval
24 Motion for review at least three business days prior to the filing deadline.

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

1 85. No Admission. Defendants denies any and all liability to Plaintiffs and/or any
2 Settlement Class Member in this Action, as to any and all causes of action that were asserted or
3 that might have been asserted in this Action. Nonetheless, Defendants wish to settle and
4 compromise the matters at issue in the Complaint to avoid further substantial expense and the
5 inconvenience and distraction of protracted and burdensome litigation. Defendants have taken
6 into account the uncertainty and risks inherent in litigation, and without conceding any infirmity
7 in the defenses that they have asserted or could assert against Plaintiffs, and have determined that
8 it is desirable and beneficial that the Action be settled in the manner and upon the terms and
9 conditions set forth in this Agreement.

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

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

To the Settlement Class:

Brian Mankin
brian@LMLfirm.com
Lauby, Mankin & Lauby LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

To Defendants:

Spencer Hamer, Esq.
spencer.hamer@klgates.com
Penny Chen, Esq.
penny.chen@klgates.com
K&L GATES LLP
1 Park Plaza, 12th Floor
Irvine, CA 92614
Tel: 949-253-0900 | Fax: 949-253-0902

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

89. 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 Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

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

1 91. Choice of Law. This Settlement Agreement shall be governed by and construed,
2 enforced and administered in accordance with the laws of the State of California.

3 92. Integration Clause. This Settlement Agreement contains the entire agreement
4 between the Parties relating to the settlement and transaction contemplated hereby, and all prior
5 or contemporaneous agreements, understandings, representations, and statements, whether oral
6 or written and whether by a Party or such Party's legal counsel, are merged herein. No rights
7 hereunder may be waived except in writing.

8 93. Binding On Assigns. This Settlement Agreement shall be binding upon and inure
9 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
10 successors and assigns.

11 94. Signatures of All Class Members Unnecessary to be Binding. It is agreed that,
12 because the members of the Settlement Class are numerous, it is impossible or impractical to
13 have each Class member execute this Settlement Agreement. The Notice will advise all
14 Settlement Class Members of the binding nature of the release provided herein and such shall
15 have the same force and effect as if this Settlement Agreement were executed by each Settlement
16 Class Member.

17 95. Invalidity of Any Provision. Before declaring any provision of this Settlement
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
19 extent possible consistent with applicable precedents so as to define all provisions of this
20 Settlement Agreement valid and enforceable.

21 96. Counterparts. This Settlement Agreement may be executed in counterparts, and
22 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
23 deemed an original, and, when taken together with other signed counterparts, shall constitute one
24 fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties.
25 Electronic signatures shall have the same force and effect as an original.

January 5, 2023

Dated: ~~December~~ __, 2022

PLAINTIFF AND CLASS REPRESENTATIVE:



Armando Flores (Jan 5, 2023 14:58 PST)

Armando Flores

Dated: December __, 2022

PLAINTIFF AND CLASS REPRESENTATIVE:

William Storey

January 5, 2023

Dated: ~~December~~ __, 2022

CLASS COUNSEL:

LAUBY, MANKIN & LAUBY LLP



Brian Mankin

Attorneys for Plaintiff

Dated: December __, 2022

DEFENDANT:

SUNRISE RESPIRATORY CARE, INC.

By: _____

Title: _____

Dated: December __, 2022

DEFENDANT:

SUNRISE RESPIRATORY MANAGEMENT GROUP, LLC

By: _____

Title: _____

Dated: December __, 2022

DEFENDANT:

Michael Eilbert

1 Dated: December __, 2022

PLAINTIFF AND CLASS REPRESENTATIVE:

2
3
4 Armando Flores

5 Dated: December 23, 2022

PLAINTIFF AND CLASS REPRESENTATIVE:

6
7 
8 William Storey (Dec 23, 2022 16:46 PST)

9 William Storey

10 Dated: December __, 2022

CLASS COUNSEL:
LAUBY, MANKIN & LAUBY LLP

11
12 Brian Mankin
13 Attorneys for Plaintiff

14 Dated: December __, 2022

DEFENDANT:
SUNRISE RESPIRATORY CARE, INC.

15
16
17 By: _____
18 Title: _____

19 Dated: December __, 2022

DEFENDANT:
SUNRISE RESPIRATORY MANAGEMENT GROUP, LLC

20
21
22 By: _____
23 Title: _____

24 Dated: December __, 2022

DEFENDANT:

25
26 Michael Eilbert
27
28

1 Dated: December __, 2022

PLAINTIFF AND CLASS REPRESENTATIVE:

2
3
4 Armando Flores

5 Dated: December __, 2022

PLAINTIFF AND CLASS REPRESENTATIVE:

6
7 William Storey

8
9 Dated: December __, 2022

CLASS COUNSEL:
LAUBY, MANKIN & LAUBY LLP

10
11
12 Brian Mankin
Attorneys for Plaintiff

13
14 Dated: December 31, 2022

DEFENDANT:
SUNRISE RESPIRATORY CARE, INC.

15
16 

17 By: Oscar Munoz
18 Title: CEO

19 Dated: December 31, 2022

DEFENDANT:
SUNRISE RESPIRATORY MANAGEMENT GROUP, LLC

20
21 

22 By: Michael Eilbert
23 Title: Manager

24 Dated: December 31, 2022

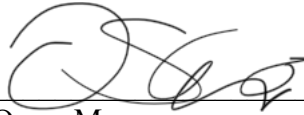
DEFENDANT:

25
26 

27 Michael Eilbert

1 Dated: December 31, 2022

DEFENDANT:

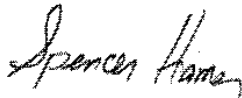
2 

3 Oscar Munoz

4
5 Dated: January 6, 2023

DEFENDANTS' COUNSEL:

K&L GATES LLP

6 

7
8 Spencer Hamer

9 Penny Chen

Attorneys for Defendants

10
11 END OF DOCUMENT

EXHIBIT "B"

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00467 Flores v Sunrise
Respiratory (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Armando Flores									
14000-00467 Flores v Sunrise Respiratory									
09-30-2021	Approved		Non-Billable	E108 Postage	Aguilera, Monica A	25.18	0.00	1.00	25.18
Postage for the month of September 2021									
10-01-2021	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	1,608.45	0.00	1.00	1,608.45
Bosco Inv 6158306 File and Conform -Certificate of Assignment -Civil Case Cover Sheet -Summons -Complaint *Advance fee, complex case* Court: San Bernardino County Superior Court - Central District									
10-01-2021	Approved		Non-Billable	E101 Copying	Grossi, Tracie L.	0.06	0.00	100.00	6.00
100 copies @ \$0.06 for letters to employer									
11-18-2021	Approved		Non-Billable	Attorney Service	Aguilera, Monica A	121.61	0.00	1.00	121.61
Bosco Inv 66329404. Serve: Sunrise Respiratory Care, Inc., a California Corporation Summons; Complaint; Civil Case Cover Sheet; Certificate of Assignment; ADR Court: San Bernardino County Superior Court - Central District									
02-01-2022	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	75.00	0.00	1.00	75.00
LWDA Order Number: ORD-000150741 to submit PAGA letter Case Number: LWDA-CM-865930-22									
02-08-2022	Approved		Billable	E112 Court fees	Aguilera, Monica A	34.00	0.00	1.00	34.00
San Bernardino Superior Court Receipt #SC-2022-06456 to fax file FAC									
02-10-2022	Approved		Non-Billable	E112 Court fees	Aguilera, Monica A	94.00	0.00	1.00	94.00
Courtcall ID #11445531 for 2-4-22 CMC									
02-16-2022	Approved		Non-Billable	E125 Mediation fees	Grossi, Tracie L.	7,450.00	0.00	1.00	7,450.00
Inv 30152 from Signature Resolution for mediation with David Phillips on 6/1/22									
04-19-2022	Approved		Non-Billable	E112 Court fees	Grossi, Tracie L.	3.00	0.00	1.00	3.00
Fee for San Bernardino Superior Court to file POS of FAC									
06-10-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	264.35	0.00	1.00	264.35

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00467 Flores v Sunrise
Respiratory (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Armando Flores									
14000-00467 Flores v Sunrise Respiratory									
BOSCO INV# 7177223									
Serve: Michael J. Eilbert Amended Summons; Amendment to Complaint (Re: Doe 2); First Amended Class and Representative Complaint; Amendment to Complaint (Re: Doe 1); ADR Court: San Bernardino County Superior Court - Central District Completed on: 06/03/2022									
06-13-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	104.30	0.00	1.00	104.30
BOSCO INV# 7177194									
Serve: Oscar Munoz Amended Summons; Amendment to Complaint (Re: Doe 1); First Amended Class and Representative Complaint; Amendment to Complaint (Re: Doe 2); ADR Court: San Bernardino County Superior Court - Central District Closed on: 06/07/2022									
06-13-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	64.35	0.00	1.00	64.35
BOSCO INV# 7177213									
Serve: Sunrise Respiratory Management Group, LLC Amended Summons; Amendment to Complaint (Re: Doe 3); First Amended Class and Representative Complaint; ADR Court: San Bernardino County Superior Court - Central District Closed on: 06/07/2022									
06-29-2022	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	4.00	0.24
4 copies @ .06 - (2) Notice and Acknowledgments to Court for filing									
06-29-2022	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	0.53	0.00	1.00	0.53
Postage for June 2022									
07-08-2022	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	1,600.00	0.00	1.00	1,600.00
Berger Consulting Group Inv# 6227									
07-29-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	94.00	0.00	1.00	94.00
Courtcall ID #11563403 for 7/28/22 CMC									
08-01-2022	Approved		Non-Billable	E101 Copying	Chiarito, Tracie	0.06	0.00	42.00	2.52
42 copies @ .06 for (2) Amendments to Complaint t; (2) Notice and Acknowledgment of Receipt; and Ntc of Change of Address									
08-01-2022	Approved		Non-Billable	E108 Postage	Chiarito, Tracie	2.46	0.00	1.00	2.46
08-31-2022	Approved		Non-Billable	E119 Experts	Chiarito, Tracie	1,640.00	0.00	1.00	1,640.00
Torrey Partners Inv #22288									

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00467 Flores v Sunrise
Respiratory (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Armando Flores									
14000-00467 Flores v Sunrise Respiratory									
09-16-2022	Approved		Non-Billable	E112 Court fees	Chiarito, Tracie	10.00	0.00	1.00	10.00
Fees to San Bernardino Superior Court to file Amendments to Complaint									
10-07-2022	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	219.10	0.00	1.00	219.10
Bosco Inv #7758246 File and conform in Dept. S26 by noon. -Ex Parte -Declaration x2 -Proposed Order -Proof of Service *Advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 10/05/2022									
01-10-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	231.65	0.00	1.00	231.65
Bosco Inv #8190168 File and conform. -Motion -Declaration x4 -Proposed Order *Advance fee* Court: San Bernardino County Superior Court - Central District Completed on: 01/06/2023									
01-12-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	30.69	0.00	1.00	30.69
Receipt for TurboCourt to file Stip and Order to File SAC									
02-10-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	72.00	0.00	1.00	72.00
Courtcall ID #11658214 for 2/14/23 MPA									
02-15-2023	Approved		Non-Billable	E112 Court fees	Chiarito, Tracie	3.50	0.00	1.00	3.50
SBSC fees for copy of signed order on PA									
05-22-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	300.00	0.00	1.00	300.00
Estimated fees for Bosco to file MFA and supporting documents									
06-14-2023	Approved		Non-Billable	Attorney Service	Chiarito, Tracie	144.00	0.00	1.00	144.00
Estimated for Courtcall for MFA and following up hearings									
Project Total									14,200.93

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Active Only)
Group By Staff Member Group
Client - Project = 14000-00467 Flores v Sunrise
Respiratory (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Approval	BillableType	Expense	Staff Member	Price	Mark Up %	Qty	Amount
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Armando Flores

Client Total	14,200.93
Grand Total	14,200.93

EXHIBIT “C”