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Attorneys for Plaintiff Ferdinand Abad, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

FERDINAND ABAD, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

ST. THERESE CONVALESCENT
HOSPITAL, INC., a California
corporation, d/b/a DEVONSHIRE OAKS
NURSING CENTER, and DOES 1 through
10, inclusive,

Defendants.

CASE NO: 22-CIV-02119

Assigned to the Hon. Nancy L. Fineman, Dept. 4

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF RENEWED UNOPPOSED
MOTION FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004,
AWARDING ATTORNEYS’ FEES, COSTS,
ENHANCEMENT AWARD, AND
REIMBURSEMENT OF SETTLEMENT
ADMINISTRATION EXPENSES, AND
DISMISSING ACTION WITH PREJUDICE**

Date: December 5, 2023

Time: 2:00 P.M.

Dept.: 4

Complaint Filed: May 26, 2022

Trial Date: None

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 the managing shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Ferdinand Abad
4 (“Plaintiff”) in this action. I have personal knowledge of the facts set forth herein and if called as
5 a witness to testify to them, I could and would do so competently.

6 **Counsel’s Experience and Recommendation:**

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
12 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
14 Gaines, APLC. Our practice specializes in litigation, with an emphasis in employment disputes
15 like this one. Over 95% of my practice is devoted to complex employment litigation similar to the
16 instant action.

17 5. As this Court knows, my firm regularly represents employees in complex
18 employment matters such as this one, with an emphasis in wage and hour issues. I have participated
19 in and have been certified as Court-approved class and representative counsel in hundreds of class
20 and representative action matters since my admission to the Bar. Attached hereto as **Exhibit A** is
21 a true and correct list of the cases in which I have represented employees in wage and hour matters
22 and been appointed as class and representative counsel.

23 **Background and Procedural History**

24 6. On March 22, 2022, pursuant to Labor Code section 2699.3, Plaintiff gave written
25 notice by online filing with the LWDA and by certified mail, return receipt requested, to Defendant
26 St. Therese Convalescent Hospital, Inc., d/b/a Devonshire Oaks Nursing Center (“Defendant”) of
27 the specific provisions of the Labor Code alleged to have been violated, including the facts and
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1 theories to support the alleged violation. On May 26, 2022, and after the LWDA declined to take
2 action within the statutorily permissible time with respect to Plaintiff's March 22, 2022 letter,
3 Plaintiff filed his representative action complaint in this Court.

4 7. A true and correct copy of the notice letter to the LWDA is attached hereto as
5 **Exhibit B.**

6 8. Defendant does business as Devonshire Oaks Nursing Center, a small short-term
7 rehabilitation and long-term support 24-hour nursing facility in San Mateo County, California,
8 where Plaintiff worked.

9 9. Defendant employed Plaintiff as a non-exempt employee from August 2018 through
10 May 2021. The Aggrieved Employees are all current and former hourly and/or non-exempt
11 employees who worked for Defendant in California at any time between March 22, 2021 and May
12 1, 2023.

13 10. Plaintiff asserts claims that Defendant failed to pay Plaintiff and Aggrieved
14 Employees for all minimum and overtime wages earned, required Plaintiff and Aggrieved
15 Employees to be on-call, without pay, failed to provide legally compliant rest periods, or
16 compensation in lieu thereof, to Plaintiff and Aggrieved Employees, failed to provide legally
17 compliant meal periods, or compensation in lieu thereof, to Plaintiff and Aggrieved Employees,
18 failed to reimburse Plaintiff and Aggrieved Employees for necessary business expenses incurred,
19 failed to timely pay Plaintiff and Aggrieved Employees all wages due during their employment,
20 failed to issue accurately itemized wage statements to Plaintiff and Aggrieved Employees, and
21 failed to timely pay Plaintiff and Aggrieved Employees all wages due at the separation of their
22 employment. Plaintiff asserts these claims under PAGA, on behalf of himself, individually, and on
23 behalf of the State of California and other Aggrieved Employees, seeking civil penalties for the
24 alleged Labor Code violations.

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Compliance with Procedural Requirements of PAGA:

11. My office, on behalf of Plaintiff, submitted the PAGA Settlement Agreement (the “Settlement Agreement”), together with this Motion and all supporting documents, to the LWDA via online upload on October 23, 2023, concurrently with the filing of this Motion.

Counsel’s Diligence In Advance of, and In Connection With, Settlement Negotiations:

12. My office engaged in targeted, informal discovery of Defendant’s alleged Labor Code violations, which specifically targeted evaluating the strength and value of the PAGA claims in preparation for a resolution of this Action.

13. We obtained and reviewed multiple documents, including (i) Plaintiff’s employee file and wage statements, (ii) policy documents relating to the employment of Plaintiff and Aggrieved Employees, and (iii) data relating to the number of alleged violations and the value of the recoverable penalties, including time and payroll data.

14. Based on the information received, as well as through discussions with Defendant’s Counsel, my office was able to (i) determine the total number of distinct individuals falling within the definition of “Aggrieved Employee” for the relevant statutory period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damage model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendant within the PAGA Release Period based on employee timekeeping and payroll data produced by Defendant. At all relevant times, Defendant has disputed Plaintiff’s claims and contested both the existence of and extent of liability as alleged by Plaintiff. Below is Plaintiff’s PAGA damage model, which includes stacked penalties.

PAGA Penalties		
Number of Pay Periods in PAGA Period	1,174	
Number of Pay Periods in PAGA Period - Unpaid Wages	1,174	100.0%
Number of Pay Periods in PAGA Period - Assumed Meal Breaks	1,089	92.8%
Number of Pay Periods in PAGA Period - Rest Breaks	1,155	98.4%
Number of Pay Periods in PAGA Period - Wage Statements	1,174	100.0%
Number of Pay Periods in PAGA Period - Reimbursements	1,174	100.0%
PAGA for Waiting Time (14 former employees in PAGA Period)	\$1,400	\$100/\$0
PAGA for Unpaid Wages (40 employees and all pay periods)	\$117,400	\$100/\$100
PAGA for Meal Breaks (40 employees from 3/22/21 to 2/2/23)	\$108,900	\$100/\$100
PAGA for Rest Breaks (40 employees from 3/22/21 to 2/2/23)	\$115,500	\$100/\$100
PAGA for Wage Statements (40 employees and all pay periods)	\$117,400	\$100/\$100
PAGA for Reimbursements (40 employees and all pay periods)	\$117,400	\$100/\$100
TOTAL EXPOSURE		
Total PAGA Penalties	\$578,000	

1 15. Prior to settlement, my office created the above comprehensive damage analysis
2 using sampling information obtained through informal discovery. This damage analysis reveals
3 that the negotiated settlement falls within a realistic range of recovery on Aggrieved Employees'
4 claims.

5 16. Plaintiff alleges that Defendant failed to pay Aggrieved Employees all wages due in
6 three ways. Plaintiff contends that (1) Defendant allegedly paid Aggrieved Employees straight time
7 wages only, with no adjustment for premium overtime wages, thereby failing to pay them all
8 overtime wages earned, in violation of Labor Code §§ 510, 558, and 1194; (2) Defendant allegedly
9 required Aggrieved Employees to work off-the-clock, before and/or after their shifts ended, without
10 compensation, in violation of Labor Code §§ 510, 558, and 1194; and (3) Defendant allegedly
11 required Aggrieved Employees to be on-call, without pay, in violation of Labor Code §§ 510, 558,
12 and 1194 and IWC Wage Order 5-2001. Based on 1,174 pay periods, Defendant's liability for
13 these claims is up to \$117,400 in theoretical civil PAGA penalties. But Defendant maintained
14 numerous defenses to these claims: among them, Defendant contends that it paid all employees for
15 all hours worked at the proper rates; that Defendant maintained written policies that stated that
16 employees must accurately record all hours worked, including all overtime hours experienced
17 would be quite individualized. Defendant also provided my office with wage and time data showing
18 that it paid Aggrieved Employees proper overtime wages and double time wages. Therefore, the
19 value of this claim was minimal.

20 17. Plaintiff also contends that Defendant failed to provide Aggrieved Employees with
21 legally compliant rest periods, or premium wages of one hour's pay in lieu thereof, as required by
22 Labor Code § 226.7 and Wage Order 5-2001. Plaintiff reports that he and other Aggrieved
23 Employees were routinely not authorized and unable to take an off-duty, 10-minute rest period for
24 every four (4) hours of work or major fraction thereof but were not paid premium wages of one
25 hour's pay for each missed rest period. Based on an assumed 100% violation rate for 1,155 pay
26 periods, Defendant's liability for this claim is up to \$115,500 in civil PAGA penalties. However,
27 this claim was subject to significant litigation risks: Defendant argued its compliant written policy
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1 was rigorously enforced among its workforce, and because employees need not record their rest
2 periods under California law, it would be unmanageable to determine which employees were
3 purportedly denied rest periods and when that occurred. It would require dozens of mini-trials to
4 gauge liability on, and penalties for, this claim, which would make litigating the PAGA claim
5 unmanageable. Difficulties of proof justify the compromised settlement amount here; it represents
6 a fair compromise in light of the litigation risks that lied ahead.

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8 18. Plaintiff also alleges that Aggrieved Employees were routinely denied, and not
9 authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked
10 that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every
11 shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each
12 missed first or second meal period. Plaintiff alleges that when he and Aggrieved Employees were
13 provided with a meal period, they were late, cut short or they would be required to work through
14 them (off-the-clock and without compensation), in violation of Labor Code §§ 226.7, 510, 512,
15 558, and 1194 and IWC Wage Order 5-2001. Plaintiff also alleges that Defendant maintained an
16 unlawful written meal period policy – the policy omitted any requirement for a second meal period
17 for shifts worked in excess of ten hours in a workday. Based on an analysis prepared by my office's
18 expert based on a sampling of wage and time data provided by Defendant, 92.8% of the 1,174 pay
19 periods during the PAGA Period exhibited at least one unique meal break violation, exposing
20 Defendant to up to \$108,900 in civil PAGA penalties. Defendant maintained various defenses to
21 this claim: that employees always took their meal periods; that any employee who did not take a
22 meal period voluntarily waived it; that Defendant did not know or have any reasonable reason to
23 know that any employee was working through authorized meal periods; and that this claim had
24 significant manageability issues.

25 19. Plaintiff further alleges that Defendant failed to reimburse Aggrieved Employees
26 for necessary business expenses incurred, including, but not limited to, their personal cell phones
27 and vehicles, in violation of Labor Code § 2802. Defendant maintained defenses to this claim,
28 including, but not limited to, that it did not require Plaintiff or any Aggrieved Employee to use their

1 personal cell phones or vehicles for work-related purposes and that Defendant properly reimbursed
2 its employees for any business-related expenses incurred. Defendant's maximum civil penalties for
3 this claim was \$117,400 based on one violation per Aggrieved Employee per pay period.

4 20. Plaintiff also alleged that Defendant failed to timely issue Aggrieved Employees all
5 wages due during their employment, in violation of Labor Code §§ 204 and 210. However, after
6 further investigation, my office discovered that this was not a viable claim because Defendant
7 properly complied with the timing requirements of Labor Code § 204.

8 21. Plaintiff sought up to \$117,400 under PAGA for wage statement violations pursuant
9 to Labor Code § 226(e), premised on "derivative" violations for failing to pay all wages due, as
10 discussed above. Defendant argued that Plaintiff would not prevail on his underlying unpaid wages
11 and meal and rest period claims at all, so there would be no wage statement penalties awarded.
12 Defendant argued that employees were always appropriately compensated and suffered no injury,
13 such that a condition to recovery of penalties under Labor Code § 226(e) was not satisfied.

14 22. Finally, Plaintiff asserted a claim for waiting time penalties under Labor Code § 203
15 which was valued at up to \$1,400 for approximately 14 former employees. This claim also faced
16 substantial risk because of the good faith defense proffered by Defendant.

17 23. If Plaintiff stacked penalties, the value of the PAGA claims would be approximately
18 \$578,000. However, recovery on these claims was not certain. PAGA claims are discretionary,
19 such that the Court could decline to award their full value. Furthermore, the Court may award far
20 less than the maximum value on these penalty claims, particularly where, as here, they approach or
21 exceed the value of the underlying wage claims. Considering the numerous claims asserted by
22 Plaintiff and the obstacles to prevailing on many of them, it is possible that he would not prevail
23 on one or more of them, such that his PAGA claims as to some or all of his claims would also fail.
24 The compromised settlement amount takes these risks into account. A discount on the maximum
25 value of Aggrieved Employees' claims was required (and warranted) to resolve the matter at this
26 stage of the litigation.
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1 24. On February 2, 2023, the Parties participated in a mediation session with a respected
2 mediator, David Phillips, Esq. with Signature Resolution. During the mediation, the Parties
3 engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in this
4 Action. The Parties jointly prepared and executed the Settlement Agreement. A true and correct
5 copy of the Settlement Agreement is attached hereto as **Exhibit C**.

6 **Settlement Terms:**

7 25. Defendant represents there are approximately 40 Aggrieved Employees who worked
8 up to 1,174 aggregate pay periods during the PAGA Period.

9 26. All Aggrieved Employees will receive a pro rata share of the \$5,000.00 allocated to
10 Aggrieved Employees, which shall be distributed based on the number of pay periods each
11 Aggrieved Employees worked for Defendant in California during the PAGA Release Period.
12 Although these calculations will not be made until after approval, a rough estimation of the value
13 to the 40 individuals falling within the definition of "Aggrieved Employee" may be gleaned from
14 the fact that an equal division would provide about \$125.00 to each Aggrieved Employee, net of
15 payments to the LWDA, the Settlement Administrator, attorney's fees and costs, and a modest
16 enhancement to Plaintiff. The LWDA will be paid a substantial \$15,000.00.

17 27. Phoenix Settlement Administrators, a reputable settlement administration company,
18 has agreed to administer the settlement for no more than \$2,000.00, submitting a competitive bid.

19 28. Finally, under the terms of the Settlement Agreement, the value of checks uncashed
20 more than 180 days after issuance shall be remitted to the Unclaimed Property Fund of the
21 California State Controller's Office to be held in the name of the Aggrieved Employee. The Parties
22 believe that it is in the best interest of the Aggrieved Employees for the value of checks uncashed
23 more than 180 days after issuance to be remitted to the Unclaimed Property Fund of the California
24 State Controller's Office to be held in the name of the Aggrieved Employee. My office regularly
25 receives calls from class members or aggrieved employees years after a case has settled to inquire
26 about obtaining their settlement share because they did not cash their check in time or lost their
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1 check. By remitting the unclaimed checks to the State Controller, the Aggrieved Employees have
2 a chance to receive their individual settlement payment after the check cashing deadline.

3 29. This case addresses violations of important employee protections embodied in the
4 California Labor Code – namely, that Defendant failed to pay Plaintiff and Aggrieved Employees
5 all minimum and overtime wages earned, in violation of Labor Code §§ 510, 558, and 1194,
6 required Plaintiff and Aggrieved Employees to be on-call, without pay, in violation of Labor Code
7 §§ 510, 558, and 1194, failed to provide legally compliant rest periods, or compensation in lieu
8 thereof, to Plaintiff and Aggrieved Employees, in violation of Labor Code § 226.7, failed to provide
9 legally compliant meal periods, or compensation in lieu thereof, to Plaintiff and Aggrieved
10 Employees, in violation of Labor Code §§ 226.7, 510, 512, 558, and 1194, failed to reimburse
11 Plaintiff and Aggrieved Employees for necessary business expenses incurred, in violation of Labor
12 Code § 2802, failed to timely pay Plaintiff and Aggrieved Employees all wages due during their
13 employment, in violation of Labor Code §§ 204 and 210, failed to issue accurately itemized wage
14 statements to Plaintiff and Aggrieved Employees, in violation of Labor Code §§ 226(a) and 226.3,
15 and failed to timely pay Plaintiff and Aggrieved Employees all wages due at the separation of their
16 employment, in violation of Labor Code §§ 201-202. Defendant’s maximum theoretical exposure
17 in this Action, without stacking penalties, totals approximately \$117,400 computed by multiplying
18 1,174 aggregate pay periods by \$100 each.

19 30. Defendant contends it acted within the requirements of California law at all times
20 as to all Aggrieved Employees. In particular, Defendant contends that it paid all employees all
21 minimum and overtime wages due. Defendant also contends that it has compliant meal and rest
22 break practices. Defendant further contends that not every pay period at issue involved an alleged
23 Labor Code violation subject to civil penalties. Moreover, Defendant maintained that even if the
24 Court did award penalties, the Court could and would substantially reduce the penalties awarded
25 based on the discretionary factors contained in Labor Code § 2699(e)(2).

26 31. Based on these disputes, which had the potential to completely eliminate Plaintiff’s
27 recovery, the range of realistic “litigation outcomes” on the Plaintiff’s PAGA claim was defined
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1 by a “maximum possible liability” amount of approximately \$117,400 and a net-zero recovery
2 based on the defenses asserted by Defendant. Notwithstanding the existence of such issues, the
3 Settlement achieves a significant benefit – approximately 51% recovery of the maximum possible
4 liability. As such, this factor weighs very heavily in favor of resolution by way of the compromise
5 set forth in the Settlement.

6 **Attorneys’ Fees:**

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8 32. My office is submitting an attorney fee request of \$18,000.00. Based on a projected
9 final lodestar of \$69,697.50, this yields a “negative multiplier” of approximately 0.25 *under* the
10 \$18,000.00 fee request. The billing rates used to compute the lodestar are reasonable in view of the
11 evidence submitted herewith. A true and correct copy of my firm’s fees to date is attached hereto
12 as **Exhibit D**.

13 33. The Court noted in its denial of the initial Motion that the fees attached as **Exhibit**
14 **D** appear to contain duplication of work. Even if my office’s fees included duplication of work –
15 which they do not – the amount of time spent in this case greatly exceeds the requested fee award.
16 Both Alex P. Katofsky and myself attended the mediation and we both estimate we will spend time
17 finalizing the approval paperwork, attending the approval hearing, and/or communicating with
18 Defendant, Aggrieved Employees, and the Claims Administrator. Even if the Court were to approve
19 time spent at mediation and estimated time spent after the settlement is finalized for only myself,
20 the final lodestar would be \$56,572.50, which is far greater than the \$18,000.00 fee request.

21 34. As detailed in the first few paragraphs of this declaration, I have practiced law in
22 California since 2007 and most of that time has been dedicated exclusively to representing
23 employees in wage and hour matters, many of which have been litigated and resolved in the PAGA
24 and class action contexts. My reasonable hourly rate is \$700; this rate has been approved by judges
25 throughout California over the past year.

26 35. Mr. Katofsky is a highly skilled and experienced litigator with 23 years of
27 experience. He earned his J.D. in 1999 from the University of the Pacific McGeorge School of
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1 Law. His hourly rate of \$750 reflects his extensive experience and education and comports to the
2 market rate. This rate has been approved by judges throughout California over the past year.

3 36. Mr. Evan S. Gaines is a 2012 graduate of Michigan State University College of Law.
4 He graduated from the University of California, Santa Barbara in 2005. Evan has substantial
5 experience litigating wage and hour cases in California. His proffered hourly rate of \$625 has been
6 approved by judges throughout California over the past year.

7 37. This case was taken on a contingency basis with the real risk that my office would
8 receive no compensation whatsoever for our efforts. The potential costs which we can be required
9 to advance in wage and hour representative actions like this one are substantial. Furthermore, as
10 described above, my firm has extensive experience in representative action litigation, particularly
11 in the employment context, and as detailed herein, the Aggrieved Employees and the State of
12 California reaped significant benefits. The success achieved by the Settlement supports my firm's
13 fee request.

14 38. This Court can undoubtedly appreciate that litigating a representative action case in
15 dynamic, ever-changing areas of law is not appealing to most lawyers, particularly when the
16 plaintiff's lawyer undertakes the obligation to finance the litigation and effectively bears the risk in
17 the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency
18 basis with the real risk that my office would receive no compensation whatsoever for our efforts.
19 The potential costs which we can be required to advance in wage and hour actions like this one are
20 substantial.

21 39. Notwithstanding the existence of issues having the potential to eliminate recovery
22 on the PAGA claim, the Settlement Agreement not only achieves a recovery that exceeds typical
23 PAGA awards routinely approved by the courts, but it also recovers monies for Aggrieved
24 Employees which they otherwise would not receive.

25 40. Representative action work also requires specialized learning and the willingness to
26 take large risks. My office has extensive experience in wage and hour representative action
27 litigation, particularly in the employment context, as detailed herein.
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1 41. Furthermore, as described above, the Aggrieved Employees and the State of
2 California reaped significant benefits. The success achieved by the Settlement supports my firm's
3 fee request.

4 42. A small firm like ours can only properly litigate a limited number of cases at one
5 time. The requirements of this case were significant. Had we not reached a settlement with
6 Defendant, the demands of this case would have required a significant portion of our resources.
7 We were precluded from taking other employment cases due to the demands of litigating this case.

8 **Counsel's Costs:**

9 43. My firm's total costs are \$15,311.38 and include, among other expenses, filing fees,
10 mediation fees, expert analysis fees, service of process fees, and other charges typical of litigation
11 of this nature. A true and correct copy of an itemized list of costs incurred by my firm in this action
12 is attached hereto as **Exhibit E**. These costs were reasonably incurred in litigating this matter.

13 **Plaintiff's Enhancement Award:**

14 44. The Parties have agreed that Plaintiff will be paid an enhancement award in the
15 amount of \$5,000.00. This payment is intended to recognize the time and effort that Plaintiff spent
16 on behalf of other Aggrieved Employees and the State.

17 45. Without Plaintiff's efforts, there would be no recovery at all. The requested award
18 is appropriate to compensate Plaintiff for the risk and expense he incurred in conferring a benefit
19 on the Aggrieved Employees and the State of California. As a result of the named Plaintiff's efforts,
20 the Aggrieved Employees will receive monetary settlement payments, and the State of California
21 will receive \$15,000.00 to be put toward education about and enforcement of California's labor
22 laws.

23 46. By a separate agreement, the Parties have resolved all of Plaintiff's individual claims
24 through a comprehensive general release in favor of Defendant. In connection with his general
25 release of all claims, Plaintiff will be paid \$20,000.00. My office is not recovering any attorney's
26 fees from Plaintiff's individual settlement. Attached as **Exhibit F** is a true and correct copy of
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1 Plaintiff's individual settlement agreement. No other Aggrieved Employee is subject to this broad
2 form of release.

3 47. The value of Plaintiff's individual wage and hour claims is substantial. Attached
4 hereto as **Exhibit G** is a true and correct copy of Plaintiff's individual damage analysis prepared
5 by my office.

6 48. This broad release by Plaintiff was negotiated (and necessary) to resolve the Action.
7 Plaintiff threatened to assert his very valuable individual claims (valued at over \$100,000) which
8 accrued during his nearly three years of employment by Defendant. Most valuable was Plaintiff's
9 claim that he worked off-the-clock, without compensation, for nearly two hours every day. This
10 resulted in over \$56,000 in unpaid wages to Plaintiff alone. Defendant argued that Plaintiff's claims
11 for Defendant's alleged failure to pay all wages due, if accurate, were very individualized to
12 Plaintiff. To resolve the Action, Defendant sought a full general release of Plaintiff's claims.

13 49. The Parties first negotiated a resolution of the PAGA claim and then negotiated a
14 resolution of Plaintiff's individual claims. The separate individual settlement agreement provides
15 an amount, separate from the PAGA Gross Settlement Amount, to resolve Plaintiff's individual
16 claims against Defendant. Plaintiff only disclosed this individual settlement to the Court in the spirit
17 of full transparency. It is not an amount that is part of the PAGA Gross Settlement Amount to be
18 approved.

19 50. Without the resolution and release of Plaintiff's individual claims, litigation would
20 continue in a piecemeal fashion. Plaintiff was prepared to assert his individual claims against
21 Defendant in either a separate action, or through arbitration. The Parties wished to avoid further
22 litigation, and agreed that a global resolution of Plaintiff's individual claims and the PAGA claims
23 asserted in the Complaint was in the best interest of all parties involved, and thus, a general release
24 by Plaintiff was appropriate. The Parties have also entered into an agreement to toll Plaintiff's
25 statute of limitations on all claims he may have against Defendant.

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1 I declare, under penalty of perjury, under the laws of the State of California, that the
2 foregoing is true and correct. Executed on October 24, 2023, at Westlake Village, California.
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EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

March 22, 2022

Via Certified Mail

Labor & Workforce Development Agency
By online submission

St. Therese Convalescent Hospital, Inc.,
dba Devonshire Oaks Nursing Center
1742 Kansas St.
Redwood City, CA 94061

Defendant mailed certified # 70180360000011918797

Agent for Service of Process for St. Therese
Convalescent Hospital, Inc., dba Devonshire Oaks Nursing Center
Danilo Cardenas Cabanayan
1742 Kansas St.
Redwood City, CA 94061

Agent mailed certified # 70180360000011918780

Re: ***Labor Code Violations of St. Therese Convalescent Hospital, Inc., dba Devonshire Oaks Nursing Center – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Ferdinand Abad, a former non-exempt California employee of St. Therese Convalescent Hospital, Inc., dba Devonshire Oaks Nursing Center (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its non-exempt California employees (“Aggrieved Employees”).

Defendant failed to compensate our client and other Aggrieved Employees for all overtime wages earned, in violation of Labor Code §§ 510, 558, and 1194. Defendant paid our client and other Aggrieved Employees straight time wages only, with no adjustment for premium overtime wages. Specifically, our client and other Aggrieved Employees would work in excess of 8 hours per day, but were never properly compensated for work performed in excess of eight (8) hours in a workday at a rate of no less than one and one-half times the regular rate of pay. This violates Labor Code §§ 510, 558, and 1194.

Our client alleges that Defendant failed to pay all minimum and overtime wages earned during the course of employment to him and other Aggrieved Employees, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Our client and other Aggrieved Employees worked off-the-clock, without compensation in numerous ways: they were not paid for time spent (1) to complete a daily COVID screening, (2) to don and doff their uniform, (3) answering work-related calls outside of their scheduled shifts, and (4) other pre-shift and post-shift activities, such as preparing breakfasts, and running errands. This violates Labor Code §§ 510, 558, 1194, and 1194.2.

Defendant also required our client and other Aggrieved Employees to be on-call, without pay after their shifts ended. If they were not called in to work while on-call, Defendant would not compensate them for time spent on-call, notwithstanding the fact they were subject to Defendant's control during this on-call time. An employer is obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer, and this includes all the time the employee is suffered or permitted to work, whether or not required to do so. When our client and other Aggrieved Employees were on-call, they were under the control of Defendant and required to be compensated for all hours worked. Defendant, however, failed to do so. These instances deprived our client and other Aggrieved Employees of significant hours worked and minimum and overtime wages due, and constitute violations of Labor Code §§ 510, 558, 1194, and 1194.2 and IWC Wage Order 5-2001.

Defendant failed to pay premium wages to our client and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Our client and other Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Our client was simply denied and not authorized to take his legally entitled rest periods and was never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 5-2001 and is alleged on behalf of all Aggrieved Employees.

Defendant failed to pay premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558, and 1194 and IWC Wage Order 5-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. Our client and other Aggrieved Employees also were required to clock out for their meal breaks and continue to work through them, off-the-clock. This violates Labor Code §§ 226.7, 510, 512, 558, and 1194 and IWC Wage Order 5-2001.

Defendant failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their personal cell phones and personal vehicle.

Labor & Workforce Development Agency
St. Therese Convalescent Hospital, Inc., dba Devonshire Oaks Nursing Center
Danilo Cardenas Cabanayan
March 22, 2022
Page 3

Labor Code § 2802 requires that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendant's failure to do so has violated this section.

Our client and other Aggrieved Employees were not timely paid all wages due during their employment, in violation of Labor Code §§ 204 and 210. Defendant paid our client and other Aggrieved Employees on a bi-weekly basis, but failed to issue them all their wages within seven calendar days of the conclusion of the payroll period, as required by Labor Code § 204(d); instead, our client and other Aggrieved Employees were paid nine or more days after the close of each pay period. This subjects Defendant to penalties as authorized by Labor Code § 210.

Our client further alleges that Defendant failed to provide him and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and Aggrieved Employees no longer employed by Defendant.

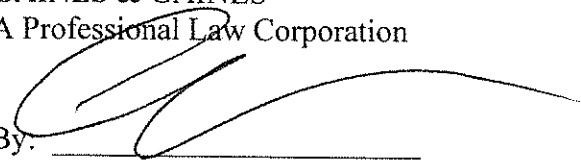
The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 

EVAN S. GAINES

EXHIBIT C

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

***Ferdinand Abad, et al. v. St. Therese Convalescent Hospital, Inc.,
d/b/a Devonshire Oaks Nursing Center***
San Mateo County Superior Court, Case No. 22-CIV-02119

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act ("PAGA") (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement ("Agreement").

This Agreement is made by and between Defendant St. Therese Convalescent Hospital, Inc. d/b/a Devonshire Oaks Nursing Center ("Defendant"), Plaintiff Ferdinand Abad ("Plaintiff"), for himself and in his capacity as a representative of the State of California on behalf of other Aggrieved Employees (defined below), and the law firms defined below as "Plaintiff's Counsel" and "Defense Counsel." (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the "Parties.")

The Parties agree that all representative claims brought pursuant to the PAGA in the Superior Court of California, County of San Mateo, Case No. 22-CIV-02119 (the "Litigation" or "Action") shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of Sixty Thousand Dollars and Zero Cents (\$60,000) (hereinafter referred to as the "PAGA Gross Settlement Amount") for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff's attorneys' fees and costs in connection with the Litigation, an enhancement payment to Plaintiff, and the expense of the Settlement Administrator. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) "Aggrieved Employees" means all individuals who currently and/or formerly worked for Defendant in California as hourly and/or non-exempt employees at any time from March 22, 2021 through the date the Court grants approval of the PAGA Settlement or May 1, 2023, whichever date comes first (the "PAGA Release Period"). Defendant represents that the total number of Aggrieved Employees is approximately 40 individuals who worked approximately 1,174 pay periods during the PAGA Release Period.

(b) “Complaint” means the operative Complaint filed by Plaintiff in the Action on or about May 26, 2022, which asserts a single cause of action under the PAGA predicated on underlying violations of Labor Code §§ 201, 202, 204, 210, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 2699, and 2699.3.

(c) “Court” means the Superior Court for the State of California, County of San Mateo.

(d) “Defense Counsel” or “Counsel for Defendant” is:

Collin D. Cook, Esq.
Amaris M. Stich, Esq.
FISHER & PHILLIPS LLP
1 Montgomery Street, Suite 3400
San Francisco, California 94104

(e) “Effective Date” means the date on which the Court approves this Agreement and dismisses the Action, with prejudice.

(f) “Plaintiff’s Counsel” is:

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362

Article II.

Background.

Section 2.01 Background.

(a) On March 21, 2022, Plaintiff, on behalf of himself and similarly situated aggrieved employees, submitted a notice to the California Labor & Workforce Development Agency (“LWDA”) memorializing claims against Defendant for violations of the California Labor Code, including claims for failure to compensate for all overtime wages earned in violation of Labor Code sections 510, 558, and 1194; failure to pay all minimum and overtime wages earned in violation of Labor Code sections 510, 558, 1194, and 1194.2; failure to pay for all hours spent on-call in violation of Labor Code sections 510, 558, 1194, and 1194.2, and Industrial Welfare Commission (“IWC”) Wage Order 5-2001; failure to provide rest periods and/or pay premium wages for missed rest periods in violation of Labor Code section 226.7 and IWC Wage Order 5-2001; failure to provide meal periods and/or pay premium wages for missed meal periods in violation of Labor Code sections 226.7, 512, 558, and 1194, and IWC Wage Order 5-2001; failure to reimburse for necessary business expenses in violation of Labor Code section 2802; failure to timely pay all wages owed per pay period in violation of Labor Code sections 204 and 210, failure to provide accurate itemized wage statements in violation of Labor Code sections 226(a) and 226.3; and failure

to pay all wages owed at the time of separation of employment in violation of Labor Code sections 201 and 202.

- (b) On May 26, 2022, Plaintiff filed the Complaint in the Superior Court of the State of California, County of San Mateo, entitled *Ferdinand Abad v. St. Therese Convalescent Hospital, Inc. d/b/a Devonshire Oaks Nursing Center*, Case No. 22-CIV-02119. The Litigation is brought by Ferdinand Abad, on behalf of himself, the State of California, and other aggrieved employees. Through this Settlement, the Parties have agreed to resolve Plaintiff's claims under the PAGA based on alleged violations of Labor Code §§ 201, 202, 204, 210, 226(a), 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 2699, and 2699.3 premised on Defendant's alleged failure to pay all minimum and overtime wages due, provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due during employment and upon separation of employment, reimburse all business expenses, and issue complete and accurate wage statements.
- (c) On February 2, 2023, the Parties engaged in mediation with David Phillips, Esq., an experienced and reputable wage and hour and PAGA action mediator. In advance of mediation, the Parties engaged in informal discovery to determine the total number of aggrieved employees and implicated pay periods at issue, together with a review of the pertinent policies and procedures. At the conclusion of the mediation, the Parties reached an agreement for resolution that was memorialized in a Memorandum of Understanding ("MOU"), which this Agreement now supersedes in full. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.
- (d) The Parties agree that the investigation and evaluation discussed above, as well as discovery and the information exchanged to date, are more than sufficient to assess the merits of the respective Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel have concluded that it is desirable that the PAGA claims asserted in the Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid further expense, inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the Parties potentially face. Plaintiff, Plaintiff's Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and circumstances.
- (e) This Agreement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA Gross Settlement Amount; (b) dismissal of the Action with prejudice; and (c) all Parties bearing their respective fees and costs except as expressly provided in this Agreement. These terms are material provisions of this Agreement.

Defendant denies each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.

Article III.

Scope of the Aggrieved Employees.

Section 3.01 The scope of individuals encompassed under the Agreement, who are entitled to all benefits as authorized under the Agreement and subject to all obligations and duties required under the Agreement, shall include all Aggrieved Employees as defined in Section 1.01.

Section 3.02 Aggrieved Employees entitled to recover under this Agreement will include only those individuals who are identified in Defendant's records as having worked as an Aggrieved Employee.

Article IV.

Approval and Implementation of Settlement.

Section 4.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation, or an unopposed motion to be filed by Plaintiff's Counsel, if required, an Order from the Court approving the payment of the PAGA Gross Settlement Amount as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA.

The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Gross Settlement Amount and dismissal of the Litigation as described in this Agreement.

The Court's approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement shall be embodied in a written Order, which shall be transmitted by Plaintiff's Counsel to the LWDA within ten (10) calendar days upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Gross Settlement Amount as described in this Agreement or decline to dismiss the Action with prejudice, this Agreement shall be null and void and have no further effect, and all sums paid by Defendant, if any, shall be promptly returned to them.

Section 4.02 Settlement Payment Procedures.

(a) Payment of PAGA Gross Settlement Amount and Notice to Aggrieved Employees.

- (1) Defendant shall pay the total amount of Sixty Thousand Dollars (\$60,000) to settle the Action. This amount, *i.e.*, the PAGA Gross Settlement Amount, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all Released Claims, as defined herein. The Parties agree that

there are no circumstances that would require Defendant to pay any amount greater than the PAGA Gross Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 6.12 herein is invoked. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, or if for any reason the Effective Date does not occur, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the PAGA Gross Settlement Amount and the Parties' respective positions shall be restored to positions prior to the settlement. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty-five percent (35%) of the PAGA Gross Settlement Amount. Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs not to exceed \$15,000 (attorneys' fees and reasonable litigation costs are referred to as "Plaintiff's Counsel Payment"). Defendant will not oppose or object to Plaintiff's Counsel's application for Plaintiff's Counsel Payment. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, Plaintiff's Counsel agrees not to seek additional review of the Court's decision regarding attorneys' fees, and this Settlement will be enforceable. Any reduction in this payment by the Court is not grounds to void this Agreement and any funds requested but not awarded as attorneys' fees or costs will be distributed to the LWDA and Aggrieved Employees pursuant to the distribution terms of the Agreement or any terms imposed by the Court.
- (3) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Gross Settlement Amount Plaintiff's Counsel Payment, up to \$5,000 to Plaintiff as an enhancement payment, and up to \$2,500 to compensate the parties' chosen Settlement Administrator. The Net Settlement Fund will be comprised of seventy-five percent (75%) of the Net Settlement Fund, which shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of the Net Settlement Fund shall be distributed to the Aggrieved Employees unless otherwise ordered by the Court. Any reallocation of the Net Settlement Fund directed by the Court is not grounds to void this Agreement.
- (4) The twenty-five percent (25%) of the Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of pay periods worked by all of them in California during the PAGA Release Period to yield the Pay Period Value. Each Aggrieved Employee will be paid an amount equal to their individual number of pay periods worked in California during the PAGA Release Period multiplied by the Pay Period Value.
- (5) Defendant shall deposit the PAGA Gross Settlement Amount into a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code set up by the Settlement Administrator no later than 30 calendar days after the Effective Date.

- (6) Defendant will provide the Settlement Administrator with a confidential list of the names and addresses of the Aggrieved Employees, together with the number of their individual pay periods worked during the PAGA Release Period, within ten (10) business days after the Effective Date. This information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.
- (7) No later than twenty-one (21) calendar days after Defendant's deposit of the PAGA Gross Settlement Amount, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their full individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. No later than twenty-one (21) calendar days after Defendant's deposit of the PAGA Gross Settlement Amount, the respective shares shall be paid to Plaintiff's Counsel, the Settlement Administrator, Plaintiff for his enhancement payment, and the LWDA to satisfy their payments herein.
- (8) For each settlement check and Notice of PAGA Settlement to Aggrieved Employees that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no current address is located, the individual payment for that individual will be deemed undeliverable. If any Aggrieved Employees cannot be located within two attempts at mailings by the Settlement Administrator, the individual payment for that individual will be deemed undeliverable. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employees.
- (9) 100% of the PAGA Gross Settlement Amount is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article V.

Limitations On Use Of This Settlement.

Section 5.01 No Admission.

Defendant has denied and continues to deny all claims as to liability, damages, liquidated damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief asserted in the Action. It is understood and agreed by the Parties that this is a compromise and settlement of all disputed claims, and that the promises and payment in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by Defendant or Released Parties to any other party or to any other person whomsoever. Defendant has agreed to

resolve the asserted PAGA claims in the Action via this Agreement, but to the extent this Agreement is deemed void or the Court does not enter an order granting this Agreement, Defendant does not waive, and is expressly reserving, all rights to challenge all such claims and allegations in the Action upon all procedural and factual grounds, including, without limitation, the ability to challenge representative or collective treatment on any grounds, as well as to assert any and all other potential defenses or privileges.

Section 5.02 Non-Evidentiary Use.

This Agreement is made for the sole purpose of settling the PAGA claims asserted in the Action, and may only be used as evidence of the resolution detailed herein. However, neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. If the Court does not enter an order approving the Agreement, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and the negotiation, terms, and entry of this Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 5.03 Nullification.

(a) If the Court should for any reason fail to approve this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

(b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect. Material terms of this Agreement include: the definition of Aggrieved Employees; the definition of Effective Date; the definition of PAGA Release Period; the definition of Released Claims; the definition of Released Parties; the definition of Net Settlement Fund; the requirement for entry of an order by the Court approving this Agreement and dismissing the Action with prejudice. The following terms are not material to this Agreement: Plaintiff's Counsel Payment; the amount of the Settlement Administration Fee; the allocation within the Net Settlement Fund.

Article VI.

Release and Waiver of Claims.

Section 6.01 Limited Release By Plaintiff and Aggrieved Employees.

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendant's funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendant and its former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all wages owed; (b) failure to pay all overtime and/or double time wages owed; (c) failure to pay all overtime and/or double time wages owed at the correct rate(s) of pay; (d) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (f) failure to provide accurate, itemized wage statements; (g) failure to timely pay wages during employment and/or upon separation of employment; (h) failure to reimburse all necessary business expenses; (i) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (j) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's Complaint, including but not limited to California *Labor Code* sections 201, 202, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 2698, 2699, and 2699.3 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

Section 6.02 Tax Treatment and Tax Indemnification.

Aggrieved Employees will assume any tax obligations or consequences which may arise from this Settlement.

If any state or federal taxing authority contacts, investigates, or pursues any action against any Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Aggrieved Employee shall be responsible for his/her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Aggrieved Employee's share of any state or federal tax obligation. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they

shall contact the Settlement Administrator. The Aggrieved Employees shall not contact Defendant, any of the Released Parties, or Defense Counsel.

Article VI.

Miscellaneous Provisions.

Section 7.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 7.02 Unalleged Claims.

Neither Plaintiff nor Plaintiff's Counsel are aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Released Parties by this Agreement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against any Released Parties, except such facts and theories specifically alleged in the Complaint in this Action.

Plaintiff and Plaintiff's Counsel have no current intention of asserting any other claims against any of the Released Parties in any judicial or administrative forum. Plaintiff and Plaintiff's Counsel do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against any Released Parties. Notwithstanding, Plaintiff and Plaintiff's counsel are aware of Plaintiff's pending workers' compensation case, which claims have not been released pursuant to this Agreement.

Section 7.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant, and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 7.04 No Modifications and Void *Ab Initio*.

This Agreement may not be changed, altered, or modified, except as provided for in this Agreement, in writing signed by the Parties hereto, and approved by the Court. If the Court does not enter an order granting approval of the Agreement, if the Court's approval of the settlement is reversed, if the Agreement is materially modified by the Court or on appellate review, or if the Effective Date does not occur, this Agreement shall be deemed Void *Ab Initio*. Void *Ab Initio* shall mean the Parties will be returned to the status quo prior to this Agreement being reached and it will be as if the Agreement was never entered into. If Void *Ab Initio*, the Agreement shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable. A material modification shall have the same

meaning as that term is used in California law regarding contracts. This Agreement may not be discharged except by performance in accordance with its terms

Section 7.05 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 7.06 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, and shall in all cases be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

Section 7.07 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein, except that Plaintiff and Defendant have concurrently entered into an individual general release agreement through which Plaintiff shall release any and all claims against the Released Parties, with a waiver of his rights under California Civil Code section 1542, for additional consideration. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 7.08 Headings and Captions.

Paragraph titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

Section 7.09 No Press Release or Publicity Regarding the Terms of the Settlement.

Plaintiff and Plaintiff's Counsel, as well as Defendant and Defendant's Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement, except to (i) Aggrieved Employees, but only upon inquiry, and (ii) the Court and the LWDA, but only as necessary to obtain Court approval of the Settlement.

Section 7.10 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing,

to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 7.11 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 7.12 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the Aggrieved Employees, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the PAGA Gross Settlement Amount except as expressly provided herein. Defendant shall bear their own attorney's fees and costs, and neither Plaintiff's Counsel, Aggrieved Employees or the Plaintiff shall be responsible for Defendant's attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 7.13 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover his/their reasonable attorneys' fees and costs.

Section 7.14 Binding.

The Parties, by signing this Agreement, are bound by the terms herein. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 7.15 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 7.16 Escalator Provision.

This settlement is based on Defendant's representation that there are no more than approximately 1,174 pay periods at issue ("Affected Pay Periods") worked by approximately 40 Aggrieved Employees through February 2, 2023. If the actual number of pay periods or Aggrieved Employees is 10% higher or more on the date the Court grants approval of the Agreement, or May 1, 2023, whichever date comes first, Defendant shall at its option either (a) increase the PAGA Gross Settlement Amount in proportion to the increase in Affected Pay Periods; or (b) cap the end date of the PAGA Release Period on the date before the 10% is exceeded.

Section 7.17 Default; Notice; Cure; Acceleration; Time is of the Essence.

Time is of the essence with respect to all provisions of this Agreement. If Defendant fail to timely make any payment due hereunder, they shall be in default of their obligations. Plaintiff shall thereafter give notice of default and Defendant must cure said default within five (5) business days thereof. In the event of an uncured default, all unpaid amounts shall be accelerated and be all due and payable together with interest at the legal rate from the date of default.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

[SIGNATURES ON FOLLOWING PAGE]

Dated: March __, 2023

ST. THERESE CONVALESCENT
HOSPITAL, INC.

By _____
Its _____

Dated: ~~March __, 2023~~
03/15/2023

By Ferdinand Abad
FERDINAND ABAD

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

GAINES & GAINES, ALPC

Dated: March 15, 2023

By: Dan
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

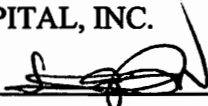
FISHER & PHILLIPS LLP

Dated: March __, 2023

By: _____
Collin D. Cook, Esq.
Amaris M. Stich, Esq.
Attorneys for Defendant

Dated: March 27, 2023

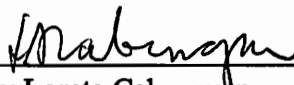
ST. THERESE CONVALESCENT
HOSPITAL, INC.


By Danilo Cabanayan

Its Owner

Dated: March 27, 2023

ST. THERESE CONVALESCENT HOSPITAL,
INC.


By Loreta Cabanayan

Its Owner

Dated: March __, 2023

By _____
FERDINAND ABAD

APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY

GAINES & GAINES, ALPC

Dated: March __, 2023

By: _____
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

Dated: March 28, 2023


By: _____
Collin D. Cook, Esq.
Amaris M. Stich, Esq.
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

FERDINAND ABAD, on behalf of himself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

ST. THERESE CONVALESCENT
HOSPITAL, INC., a California corporation,
d/b/a DEVONSHIRE OAKS NURSING
CENTER, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 22-CIV-02119

**NOTICE OF SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
CLAIM (CAL. LABOR CODE § 2698 *ET
SEQ.*)**

You have been identified as an individual who currently and/or formerly worked for Defendant St. Therese Convalescent Hospital, Inc., doing business as Devonshire Oaks Nursing Center (“Defendant”) in California as an hourly and/or non-exempt employee at any time between March 22, 2021 and May 1, 2023 (“Aggrieved Employee”) (the “PAGA Release Period”).

On May 26, 2022, Plaintiff Ferdinand Abad (the “Plaintiff”) commenced a lawsuit in the Superior Court of California, County of San Mateo, Case Number 22-CIV-02119 to recover civil penalties (the “Lawsuit”). Plaintiff alleges in the lawsuit that Defendant failed to pay all minimum and overtime wages due, provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due during employment and upon separation of employment, reimburse all business expenses, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon Court approval of the Settlement, dismissal of the action, and subject to Defendant's funding in full of the PAGA Gross Settlement Amount, Plaintiff and the Aggrieved Employees will fully and finally release and discharge Defendant and its former, present, and future owners, parents, affiliates, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, partners, shareholders, agents, employees, joint ventures, successors, assigns, attorneys, accountants, insurers, or legal representatives (the "Released Parties"), from all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that arose during the PAGA Release Period that were alleged in the Action, including but not limited to the following claims: (a) failure to pay all wages owed; (b) failure to pay all overtime and/or double time wages owed; (c) failure to pay all overtime and/or double time wages owed at the correct rate(s) of pay; (d) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (f) failure to provide accurate, itemized wage statements; (g) failure to timely pay wages during employment and/or upon separation of employment; (h) failure to reimburse all necessary business expenses; (i) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action, or legal theories described above; and (j) all other claims under PAGA that could have been premised on the facts, claims, causes of action, or legal theories described above and in Plaintiff's Complaint, including but not limited to California *Labor Code* sections 201, 202, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 2698, 2699, and 2699.3 (the "Released Claims").

Plaintiff and the State of California shall be deemed to have, and by operation of the Order granting approval of this Agreement, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the PAGA Release Period. As a result of this release, Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under the PAGA for any violations of the Released Claims that took place during the PAGA Release Period.

If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff, at (866) 550-0855.

EXHIBIT D

GAINES & GAINES
A Professional Law Corporation
4550 East Thousand Oaks Boulevard, 100
Westlake Village, CA 91362

Invoice submitted to:
Ferdinand Bagaoisan Abad

October 13, 2023

Invoice #4955

Professional Services

	<u>Hours</u>	<u>Amount</u>
3/14/2022 [Estimated] Pre-timekeeping: litigation research and analysis re Defendant and claims	10.00	7,500.00
3/17/2022 Draft LWDA letter	1.50	1,050.00
3/18/2022 Review and revise LWDA	0.90	562.50
3/22/2022 Review revisions to LWDA letter and revise accordingly	0.50	350.00
Send LWDA	0.30	187.50
3/23/2022 Call with client	0.40	250.00
4/27/2022 Review Abad EE file	0.80	500.00
5/25/2022 Review and revise complaint	0.50	350.00
Draft PAGA Complaint	1.10	687.50
5/26/2022 Review and finalize complaint, summons, cover sheet	1.00	750.00
7/1/2022 Draft joint stipulation to continue answer deadline	0.50	312.50
8/5/2022 Emails with defense regarding scheduling call	0.40	250.00
9/1/2022 Call with client	0.40	250.00
9/22/2022 Follow up with defense regarding Mediation and Discovery	0.30	187.50

	Hours	Amount
11/7/2022 Status update to client	0.30	187.50
11/9/2022 Draft informal discovery letter and review case file, claims, and employee documents	1.30	812.50
11/10/2022 Send informal discovery letter; emails re stip to continue 12/5 CMC	0.50	312.50
Draft stip to continue 12/5 cmc; emails with defense re same	0.90	562.50
1/24/2023 Prepare mediation brief	2.50	1,750.00
1/26/2023 Review data; email defense counsel regarding missing information; emails with expert regarding data and claims; revise mediation brief	1.60	1,120.00
2/1/2023 Revise mediation brief with data; assemble exhibits and send to mediator	0.80	560.00
2/2/2023 Attend mediation via ZOOM	10.00	7,500.00
Calls with client regarding settlement offer	1.00	700.00
Attend mediation via ZOOM	10.00	7,000.00
2/3/2023 Calls with clients regarding settlement offer	0.50	350.00
2/9/2023 Review and revise Memorandum of Understanding	1.30	910.00
2/13/2023 Prepare individual and PAGA Settlement Agreements	3.40	2,125.00
2/14/2023 Revise class settlement; draft individual settlement; send both to defense	2.70	1,687.50
2/15/2023 Review and revise individual and PAGA Settlement Agreements	1.10	770.00
2/23/2023 Emails with defense and court clerk regarding continuance	0.40	250.00
2/24/2023 Review and revise individual settlement	0.70	437.50
2/27/2023 Revise individual settlement	0.90	562.50
3/1/2023 Review settlement changes and emails with defense	0.80	500.00
3/6/2023 Revise individual settlement and emails with plaintiff's wc lawyer re same; emails with defense	1.20	750.00
3/13/2023 Prepare Motion for PAGA Approval, Proposed Order and Abad Declaration; revise and send to defense counsel	3.80	2,850.00
3/28/2023 Call and text with client regarding Motion date; revise Motion, Proposed Order, and cost table; prepare DFG Declaration	2.30	1,725.00
3/29/2023 Further draft DFG Declaration	0.50	375.00

	<u>Hours</u>	<u>Amount</u>
3/30/2023 Review and revise DFG Declaration In support of approval motion	0.60	420.00
4/4/2023 Revise DFG Declaration, Motion, and Proposed Order; email redlines to defense counsel	0.80	600.00
4/12/2023 Prepare table of contents and table of authorities, Declaration of Service, assemble exhibits	1.60	1,200.00
8/7/2023 Review tentative ruling; prepare supplemental briefing regarding Court's concerns	2.50	1,750.00
8/8/2023 Research and revise briefing; prepare supplemental DFG Declaration	1.40	980.00
8/9/2023 Revise supplemental briefing and email to defense counsel; call with client regarding update	0.50	350.00
8/15/2023 Prepare for and attend hearing re mx for paga approval; emails with firm re next steps	1.40	875.00
8/16/2023 Draft order denying motion and gameplan; call with client re settlement	0.90	562.50
8/17/2023 Call with client regarding case update	0.50	350.00
Emails with defense re set call and discuss internally strategy for motion for approval	0.30	187.50
8/21/2023 Call with client regarding update	0.50	350.00
8/30/2023 Draft joint Case Management Statement; email to defense counsel	1.00	750.00
Revise tolling agreement	0.50	312.50
9/1/2023 Review tolling agreement redline from Defense	0.40	250.00
9/20/2023 Draft renewed Motion for PAGA Approval; related research	2.20	1,650.00
9/21/2023 Revise renewed motion for approval of PAGA settlement	1.00	750.00
9/29/2023 Follow up call with defense re settlement; draft tolling agreement individual claims	0.80	500.00
10/26/2023 [ESTIMATED] Time required to prepare and finalize approval paperwork, attend approval hearing, communicate with employees, administrator and counsel for Defendant, and close file	7.50	5,625.00
[ESTIMATED] Time required to prepare and finalize approval paperwork, attend approval hearing, communicate with employees, administrator and counsel for Defendant, and close file	7.50	5,250.00
For professional services rendered	<u>99.00</u>	<u>\$69,697.50</u>

	<u>Amount</u>
	<u></u>
Balance due	<u>\$69,697.50</u>

User Summary			
Name	Hours	Rate	Amount
Alex Katofsky	41.70	750.00	\$31,275.00
Daniel Gaines	34.80	700.00	\$24,360.00
Evan Gaines	22.50	625.00	\$14,062.50

EXHIBIT E

**Ferdinand Abad v. St Therese Convalescent Hospital, Inc.
Gaines Gaines, APLC Counsel's Costs**

<u>EXPENSE CATEGORY</u>	<u>EXPENSE</u>
Postage Fees	\$ 46.17
Mediation Fees	\$ 7,450.00
Expert Fees	\$ 5,460.00
Filing fees (including related attorney service expenses)	\$ 2,258.21
Future estimated expenses -	\$ 97.00
• Filing fees and One Legal Service fees for Motion for PAGA Approval (will be filed via One Legal) - \$73.00 • Filing fees and One Legal Service fees for Notice of Entry of Order once PAGA Order signed (will be filed via One Legal) - \$12.00 • Filing fees for Declaration of Administrator - \$12.00	
TOTAL EXPENSES	\$ 15,311.38

EXHIBIT F

**CONFIDENTIAL INDIVIDUAL SETTLEMENT AGREEMENT AND
RELEASE OF ALL CLAIMS**

***Ferdinand Abad v. St. Therese Convalescent Hospital, Inc. d/b/a Devonshire Oaks Nursing Center
(San Mateo County Superior Court, Case Number 22-CIV-02119)***

This Confidential Individual Settlement Agreement and Release of All Claims (the "Agreement") is made and entered into between FERDINAND BAGAOISAN ABAD, an individual ("Employee"), on the one hand, and ST. THERESE CONVALESCENT HOSPITAL, INC. d/b/a DEVONSHIRE OAKS NURSING CENTER, a California corporation ("Employer"), on the other hand. Employee and Employer are referred to collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, a dispute arose between Employee and Employer arising out of Employee's employment with Employer and payment of wages during employment;

WHEREAS, on March 22, 2022, Employee, through his counsel Gaines & Gaines, APLC, notified the Labor and Workforce Development Agency ("LWDA") of his intent to file an action under California's Private Attorneys General Act, California Labor Code section 2698 et seq. ("PAGA") (the "LWDA Letter"). Employee allowed the LWDA an opportunity to investigate his claims as required by the California Labor Code;

WHEREAS, on or about May 26, 2022, Employee, through his counsel Gaines & Gaines, APLC, filed a representative action, pursuant to PAGA, against Employer in the Superior Court of California, County of San Mateo, Case Number 22-CIV-02119 (the "Complaint");

WHEREAS, during the pendency of the litigation, Employee asserted individual claims against Employer arising out of his Employment (the "Individual Claims");

WHEREAS, Employer denies and disputes any and all of Employee's alleged Individual Claims, as well as the allegations in the LWDA Letter and the Complaint; and

WHEREAS, the Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims alleged, or that could be alleged, arising out of or in connection with Employee's employment, including but not limited to the Individual Claims, and for any event or occurrence in any way related to the matters set forth in the LWDA Letter and the Complaint, such that a full, final and complete resolution of any claims between the Parties may be effected.

AGREEMENT

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained in this Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. **No Admission of Liability.** This Agreement and compliance with it shall not be construed as an admission by Employer of any liability whatsoever or as an admission by Employer of any wrongdoing including any violation of Employee's rights under any common law, statute, or contract. Employer specifically disclaims any wrongdoing and disclaims any liability to Employee for any violation of Employee's rights, including any violation of common law, statute, or contract.

2. Individual Settlement Payment. In exchange for Employee's execution of this Agreement and the undertakings set forth herein, and for no other reason, within thirty (30) calendar days of the date on which the Court approves the PAGA Settlement Agreement and dismisses the Complaint, with prejudice (the "Effective Date") as set forth in paragraph 3 below and date of receipt by Employer of this Agreement executed by Employee and his Counsel, and executed W-9 forms from Employee and his Counsel respectively, whichever date is later (the "Due Date"), Employer shall pay to Employee the total settlement sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) (hereinafter the "Individual Settlement Payment"), payable as follows:

- a. By check made payable to "Ferdinand Bagaoisan Abad" in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00), less lawful payroll taxes and withholdings for which a W-2 Form will be issued to Employee, which sum represents claimed and disputed unpaid wages related to the Action and/or otherwise against Employer
- b. By check made payable to "GAINES & GAINES, APLC Client Trust Account" in the amount of Eighteen Thousand Dollars and Zero Cents (\$18,000.00) which sum represents Employee's claimed damages, penalties, attorneys' fees and costs relating to the Action and/or otherwise against Employer, for which a Form 1099 will be issued.

The Individual Settlement Payment as set forth in this paragraph is deemed timely delivered once it is received by Plaintiff's Counsel. A signature acknowledging receipt from Plaintiff's Counsel's office will constitute receipt by Plaintiff's Counsel. Upon delivery of the Individual Settlement Payment, Employer will have fully met its obligations under this Agreement, and will not be liable in any manner for the distribution, division or payment of any portion of the Individual Settlement Payment to or between any legal counsel that Employee may have retained and/or consulted relating to the LWDA Letter and/or the Complaint, including but not limited to Gaines & Gaines APLC. By execution of this Agreement, Employee authorizes payment to be made as set forth in this Paragraph.

3. The Individual Settlement Payment Under this Agreement is Conditional Pending Court Approval of the PAGA Settlement Agreement and the Occurrence of the Effective Date. This Agreement is made conditional upon Court approval of the concurrently executed Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement ("PAGA Settlement Agreement") and the occurrence of the Effective Date.

All terms set forth in the PAGA Settlement Agreement are incorporated by reference herein. The Parties agree that Gaines & Gaines APLC shall be responsible for obtaining approval of the PAGA Settlement, and Employer agrees not to oppose Employee's Motion or Joint Stipulation for Court Approval of the PAGA Settlement Agreement. In seeking Court Approval of the PAGA Settlement Agreement, Employee shall attach a copy of the PAGA Settlement Agreement and a copy of this Individual Settlement Agreement. If the Court does not approve the PAGA Settlement Agreement, as written and agreed to by the Parties, then this Individual Settlement Agreement shall be null and void.

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement, and other efforts that may become necessary to effectuate this Agreement and the terms set forth herein.

4. LWDA Notice. Pursuant to California Labor Code section 2699(l) and as set forth in the PAGA Settlement Agreement, Employee shall provide a copy of the PAGA Settlement Agreement to the LWDA concurrently with the filing of the motion or stipulation for approval of the PAGA Settlement Agreement. Employee shall also file a declaration in support of his motion or stipulation for approval of the PAGA Settlement Agreement confirming that he has submitted the PAGA Settlement Agreement to the LWDA in compliance with California Labor Code section 2699(l). Employee will not submit a copy of this Individual Settlement Agreement to the LWDA, unless required by the Court or the LWDA.

5. No Representations Regarding Taxability. Employee understands and agrees that he is responsible for payment of any taxes that are required to be paid by him to the State of California, the United States Government, or any other entity as a result of this settlement and the Individual Settlement Payment above, and his share of the PAGA Gross Settlement Payment. Employee acknowledges that no representations regarding the tax consequences of the Individual Settlement Payment and/or the PAGA Gross Settlement Payment have been made by Employer or its counsel to Employee or his Counsel. Employee agrees that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from the Individual Settlement Payment and/or his portion of the PAGA Gross Settlement Payment pursuant to this Agreement and the PAGA Settlement Agreement, that Employee will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Employer harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith.

Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Employer into compliance with any such changes.

6. Acknowledgment of Rights and Waiver of Claims under the Age Discrimination in Employment Act. Employee acknowledges that Employee is knowingly and voluntarily waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act ("ADEA"). Employee also acknowledges that the consideration given for the waiver and release in this Agreement is in addition to anything of value to which Employee was already entitled. Employee further acknowledges that Employee has been advised by this in writing, as required by the Older Workers' Benefit Protection Act, that: (a) Employee's waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) Employee should consult with an attorney prior to executing this Agreement; (c) Employee has at least twenty-one (21) days to consider this Agreement (although Employee may by Employee's own choice execute this Agreement earlier); (d) Employee has seven (7) days following Employee's execution of this Agreement to revoke this Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired. Employee may revoke this Agreement only by giving formal written notice of Employee's revocation to Collin D. Cook, Esq. of Fisher & Phillips LLP, located at One Montgomery Street, Suite 3400, San Francisco, CA 94104 to be received by the close of business on the seventh day following Employee's execution of this Agreement.

7. Employee's Release of Claims. In consideration for the Individual Settlement Payment referenced in paragraph 2 of this Agreement, and subject to Defendant's full payment of the Individual Settlement Payment and the PAGA Gross Settlement Amount, Employee hereby irrevocably and unconditionally releases, acquits and forever discharges Employer, all its subsidiaries, parents, predecessors, successors, investors, affiliates, current and former employees, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and the current and former servants, agents, employees, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns (hereinafter

collectively referred to as "Releasees" or "Released Parties"), or any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, filed or unfilled, in connection with the LWDA Letter and the Complaint, Employee's employment with Employer, and/or including but not limited to, employment claims, rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, or any tort including defamation, or any legal restrictions on Employer's right to hire, refusal to hire or terminate its employees, or any federal, state or other governmental statute, regulation or ordinance, including, without limitation: (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act (which Acts prohibit discrimination based upon race, religion, sex, sexual orientation, age, color, national origin, disability, medical condition and marital status); (4) Section 503 of the Rehabilitation Act of 1973; (5) the Fair Labor Standards Act (including Equal Pay Act); (6) the California and the United States Constitution; (7) the California Labor Code and the Private Attorney General Act pursuant to California Labor Code section 2699, *et seq*; (including any and all provisions authorizing Employee to seek civil penalties against Employer for wage-hour violations and/or relief under California Labor Code section 132(a)); (8) the California Business and Professions Code section 17200, *et. seq.*; (9) the Employee Retirement Income Security Act, as amended; (10) the Family and Medical Leave Act; (11) the California Family Rights Act; (12) the Americans with Disabilities Act; (13) the California Pregnancy Discrimination Act; (14) the Worker Adjustment and Retraining Notification Act; (15) the National Labor Relations Act; (16) the Immigration Reform and Control Act; (17) the California Government Code; (18) the California Wage Orders, and; (19) California's Occupational Safety and Health Act, or the Federal equivalent (20) Families First Coronavirus Relief Act, which Employee now has, owns or holds, or claims to have, own or hold, or which Employee at any time heretofore had, owned or held, or claimed to have, own or hold against any of the Releasees up to and including, as of the Effective Date of this Agreement as set forth in paragraph 3 above (with all of the foregoing included in the definition of the LWDA Letter and the Complaint). This Settlement and release does not resolve any workers' compensation claims or any claims within Workers' Compensation Appeals Board Jurisdiction.

8. Waiver of Section 1542. Employee hereby states that it is Employee's intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs hereinabove released. Employee hereby expressly waives and relinquishes all rights and benefits, if any, arising under the provisions of Section 1542 of the Civil Code of the State of California, which provides:

Section 1542. [Certain Claims Not Affected By General Release.] A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

9. No Pending Claims. Employee agrees and covenants not to file any suit, charge or complaint against Employer and/or Released Parties in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of Employee's employment with Employer, payment of wages during employment, separation from employment, and/or the allegations asserted in the LWDA Letter and/or the Complaint. Employee further represents that other than the LWDA Letter and the Complaint, no claims, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to Employee's employment with Employer other than Employee's pending workers' compensation claim. Since the intent of this Agreement is to bring to an end all claims, controversies, and causes of action Employee may have or claim to have

against Employer, Employee agrees to take all necessary steps to dismiss, with prejudice, and/or withdraw any claim or cause of action that may be contemplated, filed, or pending against the Employer and/or Releasees other than Employee's pending workers' compensation claim.

Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Employee agrees to waive Employee's right to recover monetary damages in any charge, complaint, or lawsuit filed by Employee or by anyone else on Employee's behalf.

10. Acknowledgment. Employee agrees and acknowledges that neither the Individual Settlement Payment nor the PAGA Gross Settlement Payment is required by Employer's policies and procedures or otherwise and hereby agrees that as of the execution of this Agreement, Employee has timely received all wages and other compensation or remuneration of any kind due or owed from Employer, including but not limited to all wages, penalties, commissions, bonuses, advances, vacation pay, and any other incentive-based compensation as well as all non-economic and non-compensatory damages to which Employee is or may become entitled or eligible, and that Employer shall owe Employee nothing further once Employee receives the Individual Settlement Payment and his portion of the PAGA Gross Settlement Payment set forth in paragraph 2 above and the PAGA Settlement Agreement.

Employee further acknowledges that Employee would not otherwise be entitled to the consideration set forth in this Agreement were it not for the covenants, promises, and releases set forth hereunder. Employee further acknowledges and represents that Employee has not filed a claim pursuant to California Labor Code section 132(a) and states, affirms, and acknowledges, that Employee has no factual basis to file any charge against the Employer under Labor Code section 132(a) for retaliatory termination.

11. Attorneys' Fees and Costs. Employee and Employer each agree that they will bear their own attorneys' fees and costs incurred in connection with the subject matter of this Agreement. By signature on this Agreement, Gaines & Gaines APLC waives any claim against Releasees that it may have to attorneys' fees and costs against Releasees, except as provided in the Agreement in Paragraph 2 above and the PAGA Settlement Agreement.

12. Non-Disparagement and Non-Incitements. Employee agrees and promises that Employee will not disparage, harass, or make any private or public comments, statements or writings that are critical or disparaging of Employer its parents, subsidiaries, affiliates, current or former members, officers, directors and/or employees. Employee also represents and warrants that Employee has not made any defamatory statements regarding Employer or Released Parties and agrees not to make any such statements in the future. Employee further agrees and promises that Employee has not and will not induce, incite or entice current or former employees of Employer to assert claims of discrimination, harassment, retaliation, wrongful and/constructive discharge or termination, claims for unpaid wages, including overtime, violations of California's Labor Code and the Industrial Welfare Commission wage orders, unlawful business practices, or any other claims, based in tort or contract, against Employer or Released Parties, or any managers, supervisors, or employees of Employer or Released Parties by any other person.

13. Confidentiality. Employee represents and agrees that Employee has and will keep the terms, the Individual Settlement Payment and facts of this Agreement completely confidential, and that Employee will not hereafter disclose any information concerning this Agreement to anyone; provided, however, that Employee may disclose and submit it to the Court in connection with the approval of the PAGA Settlement, and make such disclosure to Employee's immediate family members and professional representatives (e.g., attorneys, accountants, auditors, tax preparers). If any disclosures are made as provided in this paragraph, each individual shall first be informed of and agree to be bound by this confidentiality clause, or other such disclosures required by law to enforce this Agreement. Employee

further agrees that if anybody asks Employee about Employee's claims and the cessation thereof, Employee will simply respond by stating, "the matter has been resolved and the resolution is confidential." Employee and his Counsel represent and agree that they have not and will not issue any public announcement, publication, or otherwise disclose this Agreement, the terms thereof, the claims, demand, or allegations alleged by Employee or any facts alleged to exist as support thereof to anyone, including the press, media, websites, or any service which reports litigation, verdicts or settlements.

14. Liquidated Damages for Breach of this Agreement. Employee acknowledges that a breach by Employee of the terms set forth in paragraphs 12 and 13 of this Agreement will cause substantial harm to Employer and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Employee. Employee also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Employee agrees that any breach by Employee of Employee's obligations under paragraphs 12 and 13 of this Agreement shall entitle Employer and/or Releasees to liquidated damages in the sum of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) per breach, as well as recovery of court costs suffered by Employer and/or Releasees. Employee agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any breach of paragraphs 12 and 13 of this Agreement would be difficult to ascertain.

15. Return of Employer Property. Employee hereby represents and warrants that on or before the execution of this Agreement, Employee has or will return all Employer property and documents in Employee's possession, custody and control including, but not limited to, Employer files, notes, records, computer recorded information, tangible property, credit cards, entry cards, mobile devices, identification badges, keys and any other material of any nature pertaining to Employee's work for the Employer, and any documents or data of any description containing proprietary or confidential material of the Employer. This obligation to return Employer property includes, but is in no way limited to, Employee's obligation to return to Employer all of Employer's confidential and/or trade secret information, such as customer lists, pricing information, marketing plans, personnel information and Employer financial information.

16. Voluntary Agreement. This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code section 1541, that is, the extinguishment of obligations herein designated.

17. Newly Discovered Facts. Employee acknowledges that Employee may hereafter discover facts different from or in addition to those that Employee now knows of or believes to be true when Employee expressly agreed to assume the risk of the possible discovery of additional facts, and he agrees that this Agreement will be and remains effective regardless of such additional or different facts. Employee expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

18. Medicare Reporting Requirements. The Parties have considered Medicare's interest in this matter, if any, and Employee warrants that Employee has not received payments from Medicare and/or Medicaid that are duplicative of the consideration Employee has received as a part of this Agreement or for any alleged damages or injuries relating to this claim. Therefore, no Medicare Set Aside Allocation is being established. Employee understands that Employee is required by law to disclose this information to Employer and its attorneys in connection with this Agreement. Employee declares and warrants that Employee is aware of the requirements of the Medicare Secondary Payer Act ("MSP"). Employee understands that Medicare has an interest in recovering any benefits paid when it is used as a source of secondary payment. Employee agrees to release, hold harmless, and indemnify Employer and its associated

Releasees from any remedies, reprisals, or penalties that result from Employee's failure to disclose or release Employee's status as a Medicare beneficiary or receipt of Medicare conditional payments. In the event that any of the above information provided by Employee is false or in any way incorrect, Employee shall be solely liable for any and all actions, causes of actions, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. Employee waives any claims for damages, including a private cause of action provided in the MSP, 42 U.S.C. Section 1395(b)(3)(A), should Medicare deny coverage for any reason, including the failure to establish a set aside allocation to protect Medicare's interest.

19. Satisfaction of Liens. Employee hereby agrees, represents and warrants that Employee shall have sole responsibility for the satisfaction of any and all liens or assignments in law, equity, or otherwise, against any of the matters released herein, and that Employee will fully satisfy all liens, if any, immediately upon receipt of the Settlement Payment. Employee further represents, agrees and warrants that Employee shall hold Employer and/or Releasees harmless from, and indemnify Employer and/or Releasees from, any liabilities or costs which they may incur as a result of any liens of any nature and/or Employee's failure to satisfy any liens.

20. No Assignment of Claims. Employee expressly warrants that Employee has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

21. Binding Nature. This Agreement and all the terms and provisions herein shall bind the heirs, personal representatives, successors and assigns of the Parties, and inure to the benefit of each Party, its respective agents, directors, officers, employees, servants, successors and assigns.

22. Further Documents/Acts. Each and every Party to this Agreement agrees to execute any further documents and accomplish such acts as may be necessary in order to give effect to any of the intentions expressed in this Agreement.

23. Effect of Illegality. Should any part, term or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions of this Agreement shall not be affected thereby. Said illegal, invalid or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

24. Neutral Job Reference. Prospective employers shall be directed to Carlos Cortez (650) 366-9503 for employment verification purposes. Employer acknowledges that if Employer is requested by potential employers to provide information about Employee, Employer shall furnish only the following: (a) confirmation of employment dates, (b) position held, and (c) last rate of pay.

25. Attorneys' Fees. If any Party to this Agreement brings any sort of action to enforce any provision of this Agreement or for any breach of this Agreement, then the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action.

26. Interpretation of Agreement. Employee agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting Party shall not apply in any interpretation of this Agreement.

27. Governing Law and Jurisdiction. This Agreement shall be interpreted under the law of the State of California, both as to interpretation and performance. The Parties agree that the proper venue for any lawsuit or other proceeding arising out of the terms of this Agreement or any Party's rights under this Agreement shall be the Superior Court of California, County of San Mateo.

28. Counterparts. This Agreement may be executed by facsimile, or via DocuSign, in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29. Entire Agreement. This Agreement, in addition to the PAGA Settlement Agreement, embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement except for any agreements Employee may have signed during Employee's employment with Employer regarding maintaining the confidentiality of proprietary or confidential information of Employer or arbitration agreements. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement and the PAGA Settlement Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement and the PAGA Settlement Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement and the PAGA Settlement Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

30. Compliance with Terms. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

31. Reliance on Advice of Counsel. Each Party to this Agreement acknowledges by executing this Agreement that he/it has been advised to speak independently with counsel prior to executing this Agreement, and has had an adequate opportunity to consult with legal counsel prior to executing this Agreement, and that he/it has executed this Agreement with full knowledge of its meaning and effect.

32. Acknowledgment of Authority. The undersigned hereby acknowledge and warrant that they, and each of them, have the authority to bind the entity or individual on behalf of whom they are signing to the terms of this Agreement.

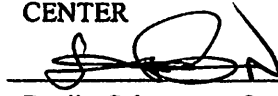
IN WITNESS WHEREOF, the Parties have executed this Agreement as follows:

Dated: March 03 / 07 / 2023, 2023


FERDINAND BAGAOISAN ABAD,
an individual

ST. THERESE CONVALESCENT HOSPITAL,
INC. d/b/a DEVONSHIRE OAKS NURSING
CENTER

Dated: March 27, 2023

By: 
Danilo Cabanayan, Owner

ST. THERESE CONVALESCENT HOSPITAL,
INC. d/b/a DEVONSHIRE OAKS NURSING
CENTER

Dated: March 27, 2023

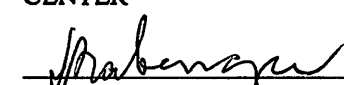
By: 
Loreta Cabanayan, Owner

EXHIBIT G

Abad v. St. Therese Convalescent Hospital, Inc.
Abad Individual Damage Model

Assumptions

August 27, 2018 - May 11, 2021 Approximate dates of employment

March 22, 2021 - May 11, 2021 Approximate dates of employment during PAGA period (7 weeks, approx. 2 pay periods)

705 Approximate number of shifts worked by Plaintiff during his employment (5 shifts a week for 141 weeks = 705)

65 Approximate number of pay periods worked by Plaintiff during his employment

\$26.50 Plaintiff's average hourly rate during his employment (\$25 for cooking, \$28 for maintenance)

Labor Code 203 - Waiting Time Penalties

\$291.50 average daily wage for Plaintiff (\$26.5/hr x 8 hours + \$39.75/hr x 2 hours of OT)

30 days x \$291.50/average daily wage

\$8,745.00 Total Waiting Time Penalties

Labor Code 226.7/512 - Failure to Provide Meal Periods

705 Total number of shifts worked by Plaintiff during his employment

\$26.50 Plaintiff's hourly rate during his employment

100% Violation rate (estimated)

\$18,682.50 Total Meal Period Premium Wages

Labor Code 226(e) - Wage Statement Penalties

2 Approximate number of pay periods Plaintiff worked during PAGA Period

\$50 per initial violation (1 x \$50) and \$100 per subsequent violation (1 x \$100)

\$150.00 Total Wage Statement Penalties

Labor Code 226.7 - Failure to Provide Rest Periods

705 Total number of shifts worked by Plaintiff during his employment

\$26.50 Plaintiff's average hourly rate during his employment (\$25 for cooking, \$28 for maintenance)

100% Violation rate (estimated)

\$18,682.50 Total Rest Period Premium Wages

Labor Code 510/1194 - Failure to Pay all Overtime Wages Due (Estimate based on 2 hour OTC/day)

705 Total number of shifts worked by Plaintiff during his employment

\$79.50 Total estimated unpaid overtime per shift

\$56,047.50 Total Unpaid Wages

\$102,307.50 TOTAL PENALTIES AND WAGES, INCLUDING ATTORNEYS' FEES & COSTS