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Attorneys for Plaintiff

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

LATISHA ANQUINETTE JOHNSON,
individually, and on behalf of other members
of the general public similarly situated, and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

v.

AMERICARE HEALTH & RETIREMENT
INC., a California corporation;
SILVERGATE FALLBROOK, an unknown
business entity; AMERICARE
HEALTHCARE & RETIREMENT, INC., an
unknown business entity; SILVERGATE
SAN MARCOS, an unknown business entity;
SILVERGATE RETIREMENT
RESIDENCE & MEMORY CARE SUITES,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 37-2022-00051286-CU-OE-CTL

Honorable Joel R. Wohlfeil
Department C-73

CLASS ACTION

**DECLARATION OF ANNABEL
BLANCHARD IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Latisha
Anquette Johnson); and [Proposed] Order
filed concurrently herewith]

Date: November 3, 2023
Time: 9:00 a.m.
Courtroom: C-73

Complaint Filed: December 22, 2022
Trial Date: None Set

DECLARATION OF ANNABEL BLANCHARD

I, Annabel Blanchard, hereby declare as follows:

1. I am an attorney duly licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Latisha Anqunette Johnson (“Plaintiff”) in the above-captioned action. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC (“LFJ”) has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, LFJ is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. LFJ is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, LFJ has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of the above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
9 has almost exclusively focused on the prosecution of consumer and employment class actions,
10 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
11 fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions,
12 taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses
13 for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together
14 with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has
15 successfully litigated cases involving the executive, administrative, and other overtime exemptions
16 to the State of California and federal overtime compensation requirements. Under his supervision,
17 Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice
18 in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or
19 representative action cases.

20 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
21 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
22 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
23 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
24 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
25 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
26 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
27 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
28 of the State of California and all United States District Courts in the State of California. He has

1 worked on many wage-and-hour class action and representative action cases, taking the lead in
2 taking and defending depositions, arguing motions, and attending mediations. He has played an
3 integral role in preparing matters for class certification, including and not limited to, successful
4 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
5 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
6 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
7 RG13680477). He has worked on over one hundred (100) class action or representative action
8 cases which have resulted in settlement, including, and not limited to those listed in paragraph 7
9 herein.

10 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
11 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
12 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
13 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
14 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
15 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
16 Court. She has taken and defended dozens of depositions and successfully handled motion practice
17 in class action cases regarding discovery (including and not limited to, regarding class contact
18 information), class certification (both contested class certification and stipulated class
19 certification), arbitration agreements, coordination, and intervention. She has successfully
20 handled briefing and oral argument on appeal, and obtained notable decisions regarding the Private
21 Attorneys General Act (“PAGA”) and employer efforts to compel arbitration of PAGA claims,
22 e.g., *Betancourt v. Prudential Overall Supply* 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017),
23 cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior*
24 *Court* 8 Cal.5th175 (2019). She also has extensive experience with class action and/or
25 representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian’s supervision,
26 the firm has handled the class certification and court approval process for hundreds of class action
27 and/or representative action matters that have successfully resolved. She is a member of the
28 California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of California at Berkeley in 2001, and I earned my Juris Doctor degree from Southwestern University School of Law in 2008. I was admitted to practice law in California in 2008. I am admitted to practice before all courts of the State of California and all U.S. Federal District Courts in the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I worked for over a decade at boutique firms providing estate and tax planning and other legal services to the special needs community, including, *inter alia*, representing clients at mediations with school districts and California Regional Centers, handling administrative proceedings involving special education and probate proceedings involving conservatorship, acting as court-appointed counsel for conservatees in Los Angeles Superior Court as a part of the Court's Court Appointed Counsel (CAC) panel, and handling estate planning and property transfers.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC413498.

3 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national property management company involving
5 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC430918.

8 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national retailer involving allegations of misclassification of
10 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
11 certification. On August 26, 2013, the court granted final approval of the class action settlement.
12 The Los Angeles County Superior Court Case Number is BC424012.

13 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a bank, involving allegations of
15 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
16 granted final approval of the class and PAGA representative action settlement. The Kern County
17 Superior Court Case Number is S-1500-CV-273194-LHB.

18 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a national wholesale distributor of
20 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
21 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
22 representative action settlement. The Sacramento County Superior Court Case Number is 34-
23 2012-00136285.

24 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class action against a multinational corporation that provides global workplace
26 solutions, involving allegations of misclassification of the “Operations Manager” position. On
27 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
28 County Superior Court Case Number is BC478769.

1 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national retailer of household
3 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
4 final approval of the class and PAGA representative action settlement. The San Francisco County
5 Superior Court Case Number is CGC-13-532344.

6 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action involving allegations of misclassification of
8 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
9 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
10 the class and PAGA representative action settlement. The Los Angeles County Superior Court
11 Case Number is BC474784.

12 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of upscale
14 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
15 granted final approval of the class and PAGA representative action settlement. The Los Angeles
16 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
17 Coordination Proceeding Number is 4794.

18 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
20 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
21 settlement. The Los Angeles County Superior Court Case Number is BC488069.

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
26 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.
28

1 m) LFJ represented the plaintiff in a PAGA representative action against a real
2 estate and property management company, on behalf of non-exempt employees. On November 4,
3 2016, the court granted approval of the PAGA representative action settlement. The Orange
4 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
7 exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
16 employer's motion to compel arbitration, which resulted in a published opinion by the California
17 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
18 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
19 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
20 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

21 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a consumer packaging company, on
23 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
24 and PAGA representative action settlement. The Los Angeles County Superior Court Case
25 Number is BC590429.

26 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class and PAGA representative action against a manufacturer of food service
28 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final

1 approval of the class and PAGA representative action settlement. The Orange County Superior
2 Court Case Number is 30-2015-00810013-CU-OE-CXC.

3 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a lumber and hardware company on
5 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
6 and PAGA representative action settlement. The Orange County Superior Court Case Number is
7 30-2014-00747750-CU-OE-CXC.

8 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a property management company, on behalf of non-exempt
10 employees. On June 14, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC586234.

13 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
14 representative action against a food company on behalf of non-exempt employees. On June 30,
15 2017, the court granted final approval of the class and PAGA representative action settlement. The
16 Sacramento County Superior Court Case Number is 34-2015-00175871.

17 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a chocolate company on behalf of non-exempt employees. On July
19 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
20 The Alameda County Superior Court Case Number is RG15764300.

21 w) LFJ represented the plaintiff in a PAGA representative action, against the
22 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
23 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
24 Los Angeles County Superior Court Case Number is BC569664.

25 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a manufacturer of plastic containers on behalf of non-exempt
27 employees. On October 31, 2017, the court granted final approval of the class and PAGA
28

1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC577233.

3 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
5 employees. On December 11, 2017, the court granted final approval of the class and PAGA
6 representative action settlement. The Los Angeles County Superior Court Case Number is
7 BC569646.

8 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a property management company
10 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
11 approval of the class and PAGA representative action settlement. The Los Angeles County
12 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
13 Number is 4819.

14 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a global provider of flexible office
16 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
17 representative action settlement. The Los Angeles County Superior Court Case Number is
18 BC498401.

19 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
20 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
21 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
22 County Superior Court Case Number is VCU264528.

23 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
24 representative action against a behavioral health service provider on behalf of non-exempt
25 employees. On November 13, 2018, the court granted final approval of the class and PAGA
26 representative action settlement. The Alameda County Superior Court Case Number is
27 RG16811450.
28

1 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 PAGA representative action against a global provider of products and services to the energy
3 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
4 granted approval of the PAGA representative action settlement. The Kern County Superior Court
5 Case Number is S-1500-CV-280215-SDC.

6 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
8 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
9 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
10 Council Coordination Proceeding Number is 4886.

11 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
13 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
14 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
15 and the Judicial Council Coordination Proceeding Number is 4921.

16 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of apparel and
18 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
19 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
20 court granted final approval of the class and PAGA representative action settlement. The
21 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

22 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class and PAGA representative action against a medical equipment supplier on
24 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
25 for class certification and certified a class. The San Bernardino County Superior Court Case
26 Number is CIVDS1505744.

27 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
28 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed

1 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
2 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
3 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
4 of the PAGA representative action settlement. The San Diego County Superior Court Case
5 Number is 34-2015-00175330.

6 jj) LfJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA representative action against a large national drug testing
8 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
9 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
10 granted final approval of the class and PAGA representative action settlement. The San Diego
11 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

12 kk) LfJ, in association with co-counsel therein, represents the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
14 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
15 court granted in part the plaintiff's motion for class certification and certified a class. The
16 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
17 Judicial Council Coordination Proceeding Number is 4930.

18 ll) LfJ, in association with co-counsel therein, represents the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a plastic packaging company on
20 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion
21 for class certification and certified a class. On November 8, 2021, the court granted approval of
22 the partial settlement of the action. The San Bernardino County Superior Court Case Number is
23 CIVDS1507361.

24 mm) LfJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against manufacturer and supplier of power products and services on
26 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
27 for class certification and certified a class. On August 27, 2021, the court granted final approval
28

1 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
2 00025968-CU-OE-CTL.

3 nn) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

8 8. Marked and attached hereto as "EXHIBIT 1" is a true and correct copy of the fully
9 executed Class Action and Private Attorney General Act Settlement Agreement ("Settlement,"
10 "Agreement," or "Settlement Agreement") entered into by and between Plaintiff Latisha
11 Anqunette Johnson, individually and on behalf of all others similarly situated and other aggrieved
12 employees, on the one hand, and Defendant AmeriCare Health & Retirement, Inc. ("Defendant"),
13 on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the
14 proposed Notice of Class Action Settlement ("Class Notice"), which is attached as "EXHIBIT A"
15 to the Proposed Order filed concurrently herewith, and respectfully request that the Court approve
16 it as well.

17 9. Based on information provided by Defendant, as of February 23, 2023, the Class is
18 estimated to consist of approximately eight hundred and fifty (850) individuals.

19 10. The effectiveness of Lawyers for Justice, PC ("Plaintiff's Counsel" or "Class
20 Counsel") in prosecuting this matter has translated into tangible monetary benefits in the following
21 respects: (1) Class Members and the State of California recover over a reasonably short period of
22 time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed
23 result that compares favorably with other similar complex wage-and-hour class action and/or
24 representative action settlements of this type, given the strengths and weaknesses of the case; and
25 (3) significant savings in attorneys' fees and/or costs that would have only increased substantially
26 had the case progressed through certification, trial, and/or appeals.

27 11. Class Counsel has litigated the case since the Original Complaint was filed on
28 January 2, 2020, and was actively preparing the matter for class certification and trial. The

1 ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial
2 settlement resolution. Before filing this lawsuit, Class Counsel investigated and researched the
3 facts and circumstances underlying the pertinent issues and applicable law. This required thorough
4 discussions and interviews with Plaintiff and Class Members, and research into the various legal
5 issues in this case, namely, the current state of the law as it applied to class certification, off-the-
6 clock theory, arbitration agreements, meal and rest periods, wage-and-hour law and enforcement,
7 Plaintiff's allegations, and Defendant's potential defenses. Based on Class Counsel's research and
8 investigations, Class Counsel determined that Plaintiff's claims were well-suited for adjudication
9 on a class-wide basis owing to what appeared to be a common course of conduct affecting a
10 similarly-situated group of non-exempt employees of Defendant within the State of California.

11 12. After significant investigations and formal and informal discovery, the parties
12 engaged in extensive settlement negotiations. The parties' efforts to negotiate a settlement
13 included participating in a private full-day mediation on August 4, 2021, conducted by Jeffrey
14 Krivis, Esq., a well-respected wage-and-hour class action mediator, which resulted in reaching the
15 proposed Settlement. Prior to and during the mediation and ongoing settlement discussions, the
16 Parties exchanged class information and engaged in an intensive discussion regarding their
17 evaluations of the cases and various aspects of the matter, including but not limited to, the risks
18 and delays of further litigation, the risks to the Parties of proceeding with class certification and/or
19 representative adjudication, the law relating to off-the-clock theory, meal and rest periods, wage-
20 and-hour law and enforcement, arbitration agreements, and PAGA representative claims, as well
21 as the evidence produced and analyzed, and the possibility of appeals, among other things. During
22 all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial
23 position. Arriving at a settlement that was acceptable to both Parties was not easy. Defendant and
24 its counsel felt strongly about its ability to prevail on the merits and at certification, and Plaintiff
25 and Class Counsel believed that they would be able to obtain class certification and prevail at trial.
26 After conducting investigations, significant formal and informal discovery, extensive settlement
27 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter
28 is well-suited for settlement given the legal issues relating to Plaintiff's principal claims, as well

1 as the costs and risks to both sides that would attend further litigation.

2 13. Both sides used the pre-mediation time period to investigate the veracity, strength,
3 and scope of the claims, and Class Counsel was actively preparing the matter for class certification
4 and trial. Prior to engaging in mediation, Class Counsel conducted significant investigation and
5 formal and informal discovery regarding the facts of the cases, including and not limited to, the
6 exchange, review, and analysis of a large volume of documents and data produced by Defendant.
7 The volume of data and documents that Class Counsel reviewed and analyzed included and was
8 not limited to: employment records of Plaintiff, a detailed sampling of Plaintiff's time and pay
9 data, multiple iterations of AmeriCare's Employee Handbooks (including appendices and
10 notifications of employee handbook changes), company policies and procedures (including, but
11 not limited to documents regarding: job descriptions, employment categories, performance
12 evaluation, paid time off for non-managerial, non-exempt employees, timekeeping, pay days, pay
13 deductions and setoffs, work schedules, cell phone usage, rest and meal periods, use of equipment
14 and vehicles, business travel expenses, employee conduct and work rules, attendance and
15 punctuality, and personal appearance), among other information and documents. Class Counsel
16 interviewed Plaintiff to gather facts and to identify potential witnesses. Class Counsel propounded
17 multiple sets of formal written discovery requests on Defendant, reviewed Defendant's responses
18 and supplemental responses thereto, noticed the depositions of Defendant's Person Most
19 Knowledgeable designees regarding organizational structure and job duties, and worked with
20 Plaintiff to provide responses to multiple sets of discovery requests that were propounded by
21 Defendant. Class Counsel prepared for and took the deposition of Defendant's Person Most
22 Knowledgeable Regarding Job Duties witness. Class Counsel also drafted Plaintiff's mediation
23 brief and prepared for and attended court proceedings, settlement negotiations, and the mediation,
24 among other tasks.

25 14. Counsel for the Parties have also invested time researching and investigating the
26 applicable law, which is constantly evolving as it relates to certification, representative PAGA
27 claims, off-the-clock theory, meal and rest periods, arbitration agreements, wage-and-hour law
28 and enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as

1 facts discovered. Based on Class Counsel's analysis, the result achieved in this litigation is fair,
2 adequate, and reasonable.

3 15. The Settlement provides for a Gross Settlement Amount of One Million Four
4 Hundred Seventy Thousand Dollars (\$1,470,000.00) on a non-reversionary basis. The Settlement
5 also provides that, to the extent the number of Workweeks increases beyond 58,769, for the period
6 of January 2, 2016 to December 2, 2021, by more than 10% (i.e., exceeds 64,645), the Gross
7 Settlement Amount shall increase 1% for each 1% increase over the 10% threshold.

8 16. Under the terms of the Settlement, the Net Settlement Amount is the Gross
9 Settlement Amount less the following, subject to approval by the Court: (1) attorneys' fees not to
10 exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$514,500.00) and
11 reimbursement of litigation costs and expenses in an amount up to Forty Thousand Dollars
12 (\$40,000.00) to Class Counsel (together, "Attorneys' Fees and Costs"); (2) Class Representative
13 Service Payment to Plaintiff in an amount not to exceed Seven Thousand Five Hundred Dollars
14 (\$7,500.00); (3) Settlement Administration Costs, which are estimated to be no more than Twelve
15 Thousand Dollars (\$12,000.00) to the Settlement Administrator; and (4) Two Hundred Thousand
16 Dollars (\$200,000.00) allocated to penalties under the Private Attorneys General Act ("PAGA
17 Penalties"), of which 75% (i.e., \$150,000.00) will be distributed to the California Labor and
18 Workforce Development Agency ("LWDA Payment") and 25% (i.e., \$50,000.00) will be
19 distributed to Settlement Class Members as part of the Net Settlement Amount. Assuming that
20 the amounts allocated under the Settlement toward these payments are awarded by the Court, the
21 Net Settlement Amount is currently estimated to be Seven Hundred Forty Six Thousand Dollars
22 (\$746,000.00). The Net Settlement Amount will be disbursed to all Class Members who do not
23 submit a valid and timely Request for Exclusion from the Settlement ("Settlement Class
24 Members").

25 17. The Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement
26 Administrator") to handle the notice and settlement administration. The Parties respectfully
27 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
28 Administrator. Defendant will provide Simpluris with a list of Class Members that Defendant

1 will compile from its records, which will include each Class Member's last known full name, last
2 known mailing address, last known telephone number, Social Security number, as well as the start
3 and end dates of employment as a non-exempt employee of Defendant in California during the
4 Settlement Period of each Class Member ("Class Data List"), and Simpluris will calculate each
5 Class Member's estimated share of the Net Settlement Amount ("Individual Settlement Share").
6 Simpluris responsibilities include, but is not limited to, establishing and maintaining a qualified
7 settlement account, obtaining tax identification number(s) for Defendant applicable to the
8 Settlement, calculating the Individual Settlement Shares and Individual Settlement Payments,
9 performing an initial National Change of Address ("NCOA") search upon receipt of the Class Data
10 List, mailing the Class Notices, performing one skip trace on Class Notices which are returned as
11 undeliverable, reviewing and processing Requests for Exclusion, disputes regarding Workweek,
12 and objections, setting up a toll-free number, and mailing the Individual Settlement Payments and
13 tax forms to the Settlement Class Members. Notice and Administration Costs are currently
14 estimated not to exceed Twelve Thousand Dollars (\$12,000.00) and will be paid out of the Gross
15 Settlement Amount, subject to approval of the Court.

16 18. Based on investigation and information discovered, Class Counsel believes that
17 there is sufficient evidence to support the allegations that Defendant, with respect to Plaintiff and
18 the Class Members, *inter alia*, failed to properly pay overtime and minimum wages, failed to
19 provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay
20 wages during employment and upon termination of employment, and failed to reimburse necessary
21 business expenses, and thereby engaged in conduct giving rise to penalties recoverable under the
22 Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiff
23 also asserted that Class Members were expected to perform similar job duties and were subject to
24 the same or similar operations and employment policies, practices, and procedures. Plaintiff also
25 contends that Defendant's payroll and recordkeeping practices with respect to Plaintiff and the
26 Class Members were substantially the same during the time period at issue. As a result of the
27 alleged uniform practices, Plaintiff claims that all of the Class Members were uniformly not paid
28 all compensation due to them from Defendant during the time period at issue. Thus, in Class

Counsel's view, it is clear that the outcome of this litigation would be determined by Defendant's uniform operations and employment practices, policies, and procedures that Plaintiff alleges applied across its non-exempt employees in California during the Settlement Period.

19. Class Counsel is aware of the defenses and position of Defendant, but believes that Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiff further recognizes the possibility of bifurcation of discovery and/or trial, risks of denial of class certification or de-certification after certification, burdens of proof necessary to establish liability, Defendant's defenses, the difficulties in establishing damages and entitlement to monetary recovery, court's discretion with respect to assessment of civil penalties, and potential for appeals. Plaintiff has also considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in complex labor and employment matters.

20. Defendant, on the other hand, denied and continues to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the lawsuit is appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiff's and Class Members' employment with Defendant, and Defendant's operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a large volume of documents and data, including but not limited to a detailed sampling of Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to estimate the potential claims of the Class and prepare damages and penalties valuation models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the Class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter is well-suited

1 for settlement given the legal issues relating to the claims, as well as the costs and risks to both
2 sides that would attend further litigation. The Settlement takes into account the strengths and
3 weaknesses of each side's position and the uncertainty of how the case might have concluded at
4 certification, trial, and/or appeals.

5 21. The Settlement Agreement provides for Class Counsel to apply for Attorneys' Fees
6 and Costs, consisting of attorneys' fees in an amount not to exceed thirty-five percent (35%) of
7 the Gross Settlement Amount (i.e., \$514,500.00), and reimbursement of litigation expenses and
8 costs in an amount up to Forty Thousand Dollars (\$40,000.00), which will be paid out of the Gross
9 Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel has
10 borne all of the risks and costs of litigation and will not receive any compensation until recovery
11 is obtained. Class Counsel has committed and continues to commit significant financial and
12 staffing resources to the representation of the Class. Pursuant to Federal Rules of Civil Procedure
13 23(h), Class Counsel will file a motion for attorneys' fees and costs prior to the Final Approval
14 Hearing. The motion will be supported by Class Counsel's declaration, a detailed breakdown of
15 the tasks performed and how much time Class Counsel spent performing the tasks, and a statement
16 of costs incurred to date.

17 22. The Settlement Agreement provides for payment of up to Seven Thousand Five
18 Hundred Dollars (\$7,500.00) to Plaintiff as a Service Award to be paid out of the Gross Settlement
19 Amount subject to approval by the Court. The contemplated Service Award is fair and appropriate.
20 Plaintiff spent considerable time and effort to produce relevant documents and past employment
21 records and to provide the facts and evidence necessary to attempt to prove the allegations. For
22 example, Plaintiff reviewed and responded to requests for production of documents, form
23 interrogatories, special interrogatories, and requests for admission. Plaintiff was available
24 whenever Class Counsel needed her and actively tried to obtain information that would facilitate
25 the prosecution of this matter. Accordingly, it is appropriate and just for Plaintiff to receive a
26 Service Award, in addition to her Individual Settlement Payment for her services in this lawsuit.

27 23. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
28 in the best interest of Plaintiff, the Class, and the State of California. Class Counsel further submits

1 that the Settlement is within an acceptable range of recovery for this type of litigation given the
2 strengths and weaknesses of the case, the inherent costs and risks of further litigation, and the costs
3 and risks associated with class certification, representative adjudication, trial, and/or appeals.

4 I declare under penalty of perjury under the laws of the United States of America and the
5 State of California that the foregoing is true and correct.

6 Executed on this 19th day of September 2023, at Glendale, California.

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Annabel Blanchard

EXHIBIT 1

CLASS ACTION AND PRIVATE ATTORNEY GENERAL ACT SETTLEMENT
AGREEMENT

This Class Action and Private Attorney General Act Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) is made and entered into between Latisha Anquetette Johnson (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Class (as defined below), by and through Lawyers *for* Justice, PC (“Class Counsel”), and AmeriCare Health & Retirement, Inc. (“Defendant” or “AmeriCare”) subject to the approval of the Court, as provided below. This Settlement Agreement is intended by Plaintiff and Defendant to fully, finally, and forever resolve, discharge, and settle the Original Action (defined below), Action (as defined below), and Released Claims (as defined below), upon and subject to the terms and conditions hereof, as follows:

1. Definitions.

As used herein, for the purposes of this Settlement Agreement only, the following terms will be defined as set forth below:

1.1 “Action” refers to the pending putative class action entitled *Johnson v. AmeriCare Health & Retirement, Inc., et al.*, Superior Court of California, San Diego County, Case No. 37-2022-00051286-CU-OE-CTL filed on December 22, 2022, LWDA Case Number LWDA-CM-879631-22 assigned to Plaintiff’s notice sent to the Labor and Workforce Development Agency and Defendant on April 20, 2022, and Plaintiff’s prior putative class action entitled *Johnson v. AmeriCare Health & Retirement, Inc., et al.*, Superior Court of California, San Diego County, Case No. 37-2020-00000221-CU-OE-CTL, that was dismissed without prejudice.

1.2 “Attorneys’ Fees and Costs” refers to the attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of Action, which shall not exceed 35% of the Gross Settlement Amount (i.e., \$514,500.00 if the Gross Settlement Amount remains \$1,470,000.00) and reimbursement of all actual costs and expenses incurred and to be incurred by Class Counsel in the Action up to \$40,000.00, as set forth in Paragraph 6 below.

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1.3 “Class” or “Class Members” refers to all persons who are or have been employed by Defendant in California as nonexempt employees at any time during the Settlement Period.

1.4 “Class Counsel” refers to Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Ovsanna Takvoryan of Lawyers *for* Justice, PC, counsel for Plaintiff, who will seek to be appointed counsel for the Class.

1.5 “Class Notice” refers to the form of direct-mail notice, entitled Notice of Class Action Settlement, that is substantially in the form attached as “**Exhibit A**,” as may be modified by the Court.

1.6 “Court” refers to the Superior Court of California, County of San Diego.

1.7 “Effective Date” refers to the date the Final Approval Order and Judgment is signed if no objections to the Settlement are submitted. If an objection is submitted and overruled, then the Effective Date is 65 days following date the Final Approval Order and Judgment is signed. If an objection is submitted and an appeal is taken from the Final Approval Order and Judgment, then the Effective Date will be ten business days after the appeal is withdrawn or after an appellate decision affirming the Final Approval Order and Judgment becomes final.

1.8 “Final Approval Hearing” refers to the hearing at which the Court will make a final determination whether the terms of the Settlement are fair, reasonable, and adequate for the Class and meet all applicable requirements for approval.

1.9 “Final Approval Order and Judgement” refers to the order by the Court approving the Settlement following the Final Approval Hearing and entering judgment.

1.10 “Gross Settlement Amount” refers to the settlement payment of One Million Four Hundred Seventy Thousand Dollars and Zero Cents (\$1,470,000.00), subject to increase as provided in Paragraph 19, Defendant will be obligated to make, except that Defendant shall bear, in addition, all employer-side payroll taxes and contributions due and payable to federal and state tax authorities for the wage component of the Net Settlement Amount.

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1.11 “Net Settlement Amount” is the Gross Settlement Amount minus Court-approved Attorneys’ Fees and Costs, Settlement Administration Costs, Service Award, and the LWDA Payment. The Net Settlement Amount is the maximum amount that will be available for distribution to Settlement Class Members.

1.12 “PAGA Penalties” refers to the Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) allocated to settle all claims under the Private Attorneys General Act (“PAGA”). From this amount, 75% shall be paid to the Labor and Workforce Development Agency as its share of the of civil penalties for PAGA claims (“LWDA Payment”) and 25% shall be distributed to Settlement Class Members as part of the Net Settlement Amount according to the formula set forth in Section 5. The PAGA Penalties shall be payable from the Gross Settlement Amount.

1.13 “Parties” are Plaintiff and Defendant.

1.14 “Released Claims” are those claims defined in Section 16.

1.15 “Released Parties” include Defendant and all of its parents, subsidiaries, predecessors, successors, affiliates, and related entities, and its and their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans, including and not limited to AmeriCare Healthcare and Retirement, Inc., Silvergate Fallbrook, Silvergate San Marcos, and Silvergate Retirement Residence & Memory Care Suites.

1.16 “Request for Exclusion” refers to a request to be excluded from the Settlement, which must be made in writing in conformity with the requirements set forth in the Class Notice, as well as the Court’s order granting preliminary approval, and submitted to the Administrator by mail, postmarked on or before the Response Deadline.

1.17 “Response Deadline” is forty-five (45) calendar days after the date that the Class Notice is mailed to Class Members and is the deadline by which Class Members’ Requests for Exclusion, disputes regarding Workweeks, and/or objections must be postmarked and submitted to the Settlement Administrator, in order to be timely. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days.

1.18 “Service Award” refers to monetary award to the Plaintiff, in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), or other amount as approved by the Court, to be paid for from the Gross Settlement Amount, subject to approval by the Court, as described below.

1.19 “Settlement Administrator” refers to Simpluris, Inc., the third-party administrator mutually selected by the parties, subject to approval by the Court, to perform the settlement notice, administration, and distribution functions further described in this Settlement Agreement.

1.20 “Settlement Administration Costs” refers to the costs payable, subject to Court approval, to the Settlement Administrator for administering the Settlement, as set forth in Paragraph 9 below. The Settlement Administration Costs will be paid out of the Gross Settlement Amount, and are currently estimated not to exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00).

1.21 “Settlement Class Members” refers to all Class Members who do not submit a valid and timely Request for Exclusion from the Settlement (collectively referred to as “Settlement Class”).

1.22 “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 5.3 below.

1.23 “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 5.1 below.

1.24 “Settlement Period” means the period from January 2, 2016 through December 2, 2021.

1.25 “Workweek(s)” means the number of weeks each Class Member was employed by Defendant as a non-exempt employee in California during the Settlement Period, which will initially be calculated by the Settlement Administrator using the Class Data List produced by

Defendant to the Settlement Administrator. The total workweeks for each Class Member are calculated by counting the number of days between the start and end dates of employment as a non-exempt employee of Defendant in California during the Settlement Period and then dividing the sum by seven (7).

2. Procedural History and Recitals.

2.1 On January 2, 2020, Plaintiff filed a putative class action complaint (“Original Complaint”), thereby commencing a putative class action against Defendant, entitled *Johnson v. AmeriCare Health & Retirement, Inc., et al.*, Superior Court of California, San Diego County, Case No. 37-2020-00000221-CU-OE-CTL (“Original Action”), that was dismissed without prejudice on September 15, 2022; this lawsuit had alleged ten (10) causes of action for violations of the California Labor Code and Industrial Welfare Commission Wage Orders, for alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay timely wages during employment, failure to timely pay final wages and associated waiting-time penalties, failure to keep compliant payroll records, failure to keep compliant wage statements, failure to reimburse business expenses, and for violations of California Business and Professions Code Section 17200 *et seq.*.

2.2 On April 20, 2022, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant, giving notice of her intent to pursue civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“PAGA”), on behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved employees, for alleged violations of multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders (“LWDA Notice”).

2.3 On December 22, 2022, Plaintiff filed the Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), thereby commencing a putative class action against Defendant, entitled *Johnson v. AmeriCare Health & Retirement, Inc., et al.*, Superior Court of California, San Diego

County, Case No. 37-2022-00051286-CU-OE-CTL, alleging eleven (11) causes of action against Defendant for violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including *inter alia*, for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premium payments, failure to pay timely wages during employment, failure to timely pay final wages and associated waiting-time penalties, failure to keep compliant payroll records, failure to keep compliant wage statements, and failure to reimburse business expenses, for violations of California Business and Professions Code Section 17200 *et seq.*, and for civil penalties pursuant to PAGA, on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from January 2, 2016 through final judgment.

2.4 On August 4, 2021, the Parties participated in a mediation session with Jeffrey Krivis, Esq., a respected mediator experienced in mediating complex wage and hour actions. The settlement discussions were conducted at arm's-length, and reached a settlement. On August 4, 2021, the Parties executed a Memorandum of Understanding setting forth basic and key terms of the settlement. The Settlement is the result of an informed and detailed analysis of Defendant's potential liability and total exposure in relation to the costs and risks associated with continued litigation. Based on the documents and data produced, as well as Class Counsel's own independent investigation and evaluation, Class Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

2.5 This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies

that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. Notwithstanding, in the interest of avoiding further litigation, Defendant desires to fully and finally settle the Action and Released Claims.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and of the resolution of the Action and release of all Released Claims, the Parties agree, subject to the approval of the Court, as follows:

3. Limitation on Effect of Settlement.

The Parties agree that certification of a class is appropriate for settlement purposes only. In the event that the Settlement is not finally approved, or the Settlement is otherwise terminated, any class which was certified for settlement purposes only, shall be vacated, and shall be of no force or effect whatsoever and shall not be admissible nor construed as an admission or concession of any kind by the Parties, in whole or part, and Defendant expressly reserves all rights to challenge certification of a class on all available grounds.

4. Funding of the Gross Settlement Amount.

4.1 Within ten (10) calendar days after the entry of the Final Approval Order and Judgment, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement and establish a Qualified Settlement Fund (“QSF”) pursuant to IRS rules and regulations in which the Total Settlement Amount will be placed and from which payments required by the Settlement Agreement will be made.

4.2 Within ten (10) business days after the Effective Date, Defendant shall deposit the Gross Settlement Amount, plus an additional amount sufficient to pay the employer-side payroll taxes and contributions due on the wage component of the Net Settlement Amount, into the Qualified Settlement Fund established by the Settlement Administrator. This Settlement is non-reversionary and under no circumstances will any part of the Gross Settlement Amount revert to Defendant.

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5. Calculation of the Individual Settlement Shares.

5.1 Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

5.1.1 After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

5.1.2 After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Member to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

5.2 Each Individual Settlement Share will be allocated as follows: one-third of each Individual Settlement Share will be allocated as wages and reported on an IRS Form W-2; and the remaining two-thirds of each Individual Settlement Share will be allocated as penalties, interest, and non-wage damages and reported on an IRS Form 1099 by the Settlement Administrator.

5.3 The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The employer's share of taxes and contributions on the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount.

5.4 Payments to Settlement Class Members pursuant to this Settlement Agreement will not be construed as compensation for purposes of determining eligibility for or benefit calculations of any health and welfare benefit plan, retirement benefit plan, vacation benefit plan, unemployment compensation, including, without limitation, all plans, subject to Employee Retirement Income Security Act ("ERISA"). The Parties agree these payments do not represent

any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy.

6. Attorneys' Fees and Costs.

Class Counsel shall request attorneys' fees up to 35% of the Gross Settlement Amount (i.e., \$514,500.00 if the Gross Settlement Amount remains \$1,470,000.00) for attorneys' fees, and up to \$40,000.00 for reimbursement of litigation costs. Defendant agrees to not oppose Class Counsel's request for Attorneys' Fees and Costs in these amounts. If the Gross Settlement Amount increases pursuant to the escalator clause, Class Counsel's attorneys' fees shall increase to 35% of the increased Gross Settlement Amount. The terms of this Settlement Agreement will not be abrogated and will continue in full force even if the Court awards a lower amount of attorneys' fees or costs than requested by Class Counsel. However, Class Counsel retains the right to appeal any such reductions, but such an appeal will delay Defendant's obligation to make all payments set forth in this Settlement Agreement. Any unapproved amounts of attorneys' fees and litigation costs will be added to the Net Settlement Amount and will be distributed to the Settlement Class Members.

7. Service Award.

Class Counsel shall request a Service Award of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff. Any unapproved amount will be added to the Net Settlement Amount and be distributed to the Settlement Class Members.

8. PAGA Penalties.

Subject to Court approval, the Parties agree that the amount of Two Hundred Thousand Dollars (\$200,000) from the Gross Settlement Amount shall be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*, of which seventy-five percent (75%), or \$150,000, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$50,000, will be distributed to Settlement Class Members as part of the Net Settlement Amount.

9. Costs of Settlement Administration.

The Parties have mutually agreed to the selection of Simpluris, Inc. ("Settlement Administrator"), to undertake the administration of the Settlement in this Action. The administration duties include, without limitation, the following: establishing and maintaining a qualified settlement account, obtaining tax identification number(s) for Defendant applicable to the Settlement, calculating the Individual Settlement Shares and Individual Settlement Payments, performing an initial National Change of Address (NCOA) search upon receipt of the Class Data List (defined below), mailing the Class Notices, performing one skip trace on Class Notices which are returned as undeliverable, reviewing and processing Requests for Exclusion, disputes regarding Workweek, and objections, setting up a toll-free number, and mailing the Individual Settlement Payments and tax forms to the Settlement Class Members. The Settlement Administrator will report payment of the Individual Settlement Payments to all required taxing and other authorities, undertake appropriate withholdings, forward payments for withholdings, and issue Internal Revenue Service Forms W-2 and 1099. The Parties estimate that the costs and expenses of administration of the settlement will not exceed \$12,000.00. Any amounts allocated but not paid to the Settlement Administrator will be added to the Net Settlement Amount and distributed to the Settlement Class Members.

10. Notice Administration.

10.1 Within fifteen (15) business days of the order granting preliminary approval of the Settlement ("Preliminary Approval Order") Defendant shall provide the Settlement Administrator with the following information ("Class Data List"): the last-known full names, last-known mailing addresses, last-known telephone numbers, Social Security numbers, and the start and end dates of employment as a non-exempt employee of Defendant in California during the Settlement Period of each Class Member; and

10.2 Upon its receipt of the Class Data List, the Settlement Administrator shall access the National Change of Address ("NCOA") Database, and update the addresses contained therein.

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10.3 Within twenty-five (25) business days of the Preliminary Approval Order, the Settlement Administrator shall mail the Class Notice by bulk first class mail, forwarding requested, to the Class Members at the addresses identified through the process described above.

10.4 As to any Class Notices that are returned as undeliverable on or before the Response Deadline, or where the NCOA Database indicates that the last known address of any Class Member is invalid or otherwise undeliverable, the Settlement Administrator will perform a skip trace procedure and re-mail all returned, undelivered mail within five (5) calendar days of the date on which the Settlement Administrator is informed that a Class Notice is undeliverable or otherwise invalid.

10.5 The Settlement Administrator and all those working through, in concert with, or on behalf of the Settlement Administrator, shall be obligated to take all reasonable steps to maintain the confidentiality of Class Member information and to carry out the other duties enumerated in the Settlement Agreement, including calculating each Class Member's Individual Settlement Share.

10.6 The Settlement Administrator shall provide Defendant's counsel and Class Counsel with weekly summary reports, including the total number of Class Notices that were returned as undeliverable, the total number of objections, disputes regarding Workweeks, and/or Requests for Exclusion. The Settlement Administrator shall maintain records of its work, which will be available for inspection upon request by Defendant's counsel or Class Counsel.

10.7 The Class Notice will be pre-printed, in substantially the form attached hereto as **Exhibit A** and as approved by the Court. In addition to other information contained in the Class Notice, the Class Notice will include an explanation of the *pro rata* distribution formula used to determine the share of the Net Settlement Amount that he or she may be entitled to receive under the Settlement.

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11. Requests for Exclusion.

11.1 Any Class Member may elect to opt out of the Settlement by submitting a written Request for Exclusion to the Settlement Administrator, by mail, postmarked by no later than the Response Deadline. The Request for Exclusion must contain the following: the Class Member's full name, signature, address, and last four digits of his or her social security number; the case name and number of the Action; and a clear statement that he or she seeks to be excluded from the Settlement. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator shall immediately send all Requests for Exclusion to Defendant's counsel and Class Counsel. A Class Member who fails to comply with the opt out procedure set forth herein on or before the Response Deadline will not be excluded and will instead be bound by all provisions of the Settlement Agreement and all orders issued pursuant thereto.

11.2 Any Class Member who elects to opt out of the Class in the manner and within the time limits specified above (1) will not have any rights under the Settlement Agreement; (2) will not be entitled to receive any compensation under the Settlement Agreement; (3) will not have standing to submit any objection to the Settlement Agreement; and (4) will not be bound by the Settlement Agreement.

11.3 Except for persons who elect to opt out of the Settlement in the manner and within the time limits specified above, in the Preliminary Approval Order, and in the Class Notice, all Class Members, will be deemed to be within the Settlement Class for all purposes under this Settlement Agreement, will be bound by the terms and conditions of this Settlement Agreement (including the release provisions in Section 16 and its subparts), including all orders issued pursuant thereto, and will be deemed to have waived all unstated objections and opposition to the fairness, reasonableness, and adequacy of this Settlement Agreement, and any of its terms.

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12. Objections.

12.1 Any Class Member who does not request exclusion from the Settlement (i.e., Settlement Class Members) may present their objection orally at the Final Approval Hearing and/or submit a written objection to the Settlement Administrator by mail, postmarked by no later than the Response Deadline. The objection must be signed by the Settlement Class Member or his or her authorized representative, and must contain the following: the Settlement Class Member's full name, address, and last four digits of his or her social security number; the case name and number of the Action; and a clear statement of the basis for his or her objection. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a written objection has been timely submitted to the Settlement Administrator. The Settlement Administrator shall immediately send all objections to counsel for Defendant and Class Counsel. Settlement Class Members may in addition to or as an alternative to a written objection, present their objection orally at the Final Approval Hearing.

12.2 Counsel for the Parties shall file any responses to any written objections prior to the Final Approval Hearing. Class Members may, prior to the Final Approval Hearing, withdraw their objections or opt out requests in a writing to the Settlement Administrator, which may then be filed with the Court.

13. Disputes Regarding Workweeks.

Class Members will have an opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their respective Class Notices. In order to dispute Workweeks, Class Members must submit a written letter to the Settlement Administrator, who will examine the records and either verify the calculation or provide a corrected calculation. Workweek disputes must be in writing and submitted to the Settlement Administrator by mail, postmarked by no later than the Response Deadline. The Workweek dispute letter must contain: the Class Member's full name, address, signature, and last four digits of his or her Social Security number; a clear statement indicating that the Class Member contends the number of Workweeks credited to them are incorrect, the number of Workweeks that they contend should be credited to them, and

any facts supporting the Class Member's dispute; and any supporting materials confirming that the Workweeks attributed to him or her are incorrect. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. The Settlement Administrator's determination of disputes will be final and non-appealable.

14. Payment Procedure.

14.1 Payments to Settlement Class Members, Class Counsel, Class Representative, Taxing Authorities and LWDA: Within ten (10) calendar days of receipt of the Gross Settlement Amount, the Settlement Administrator will distribute, subject to approval by the Court: (a) Individual Settlement Payments to Class Members; (b) Attorneys' Fees and Costs to Class Counsel; (c) Settlement Administration Costs to the Settlement Administrator; (d) Service Award to the Class Representative; (e) applicable tax withholdings and employer's portion of payroll tax and contributions to the appropriate taxing authorities; and (f) the LWDA Payment to the Labor and Workforce Development Agency.

14.2 Uncashed Checks: The entire Net Settlement Amount shall be distributed. If any check issued to any Settlement Class Member is returned as undeliverable within ninety (90) days of initial mailing, the Settlement Administrator will make every reasonable effort to locate the Settlement Class Member and re-mail the check. Each Individual Settlement Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. If any funds remain as the result of cancelled checks, those funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those Settlement Class Members who did not cash their checks, until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Code of Civil Procedure § 384, because the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they all cash their settlement checks.

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15. Taxes.

15.1 Employer's Portion of Payroll Taxes: Defendant shall pay the employer's portion of payroll taxes with respect to the wage portion of Individual Settlement Shares separately and in addition to the Gross Settlement Amount.

15.2 Tax Treatment of Service Award: Plaintiff will receive an IRS Form 1099 for her Service Award and will be responsible for payment of any taxes owing on said amount.

15.3 Tax Treatment of Attorneys' Fees and Cost Award: Class Counsel will receive an IRS Form 1099 for any amount awarded to Class Counsel in the form of attorneys' fees or costs and will be responsible for payment of any taxes owing on said amount.

15.4 No Tax Advice: The Parties are not giving any tax advice in connection with the settlement or any payments to be made pursuant to this settlement including, but not limited to, within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended). The Parties do not assume any liability for taxes, fees, costs, or assessments resulting from any Settlement Class Members' failure to timely pay his or her share of taxes, interest, fees, or penalties owed

16. Release.

16.1 Settlement Class Members' Released Claims: Upon the Court's final approval of the Settlement and entry of the Final Approval Order and Judgment, each Settlement Class Member shall be deemed to have released the Released Parties, from any and all Settlement Class Members' Released Claims. For the purposes of this Agreement, the "Settlement Class Members' Released Claims" are defined as: Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action, arising at any point during the Settlement Period, which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Operative Complaint filed in the Action, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages, unpaid overtime wages, meal/rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, failure to reimburse business expenses, declaratory

relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 et seq.), claims for penalties of any nature whatsoever arising out of the aforementioned, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the operative complaint filed in the Action and thus could have been asserted. Settlement Class Members' Released Claims exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers' compensation, claims arising while classified as exempt from overtime, claims outside of the Settlement Period, or any other claim or right that as a matter of law cannot be waived or released.

16.2 Plaintiff's General Release: Upon the Court's final approval of the Settlement and entry of the Final Approval Order and Judgment, in addition to the Settlement Class Members' Released Claims, in exchange for the consideration recited in this Agreement, including but not limited to the Class Representative Service Award, Plaintiff releases acquits, discharges, and covenants not to sue any of the Released Parties for any claim, whether known or unknown, which she has ever had, or hereafter may claim to have, arising on or before the date she signs this Agreement, including without limitation to, any claims relating to or arising out of any aspect of her relationship with Defendant, or the termination of that relationship, any claims for unpaid compensation, wages, reimbursement for business expenses, penalties, or waiting time penalties under the California Labor Code, the California Business and Professions Code, the federal Fair Labor Standards Act, 29 U.S.C. section 201, et seq., or any state, county or city law or ordinance regarding wages or compensation; any claims for employee benefits, including without limitation, any claims under the Employee Retirement Income Security Act of 1974; and any claims of employment discrimination on any basis, including without limitation, any claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, 42 U.S.C. section 1981, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1991, the Family and Medical Leave Act of 1993, the California Government Code, or any other state, county or city law or ordinance regarding employment discrimination. Plaintiff acknowledges and agrees that the foregoing

general release is given in exchange for the consideration provided to Plaintiff under this Agreement by Defendant. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that as a matter of law cannot be waived or released. Plaintiff expressly waives any rights or benefits available to her/him under the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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 RELEASING PARTY.

17. Application for Preliminary Approval Order.

17.1 After the Parties' execution of this Settlement Agreement, Plaintiff shall file a motion for preliminary approval of the Settlement, requesting a Preliminary Approval Order that contains the following provisions:

17.2 preliminarily approving the Settlement Agreement;

17.3 preliminarily approving and certifying the Class for settlement purposes only;

17.4 preliminarily appointing Plaintiff as the representative of the Class for settlement purposes only;

17.5 preliminarily appointing Lawyers *for* Justice, PC as counsel for the Class for settlement purposes only;

17.6 approving the form of the Class Notice, and finding that the proposed method of disseminating the Class Notice meet the requirements of due process and is the best notice practicable under the circumstances;

17.7 establishing the procedures and the deadline by which Class Members may assert objections to the Settlement, seek exclusion from the Settlement, and/or dispute their Workweeks;

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17.8 establishing a deadline for the Parties to submit papers/briefing in response to any objections and in support of final approval of the Settlement Agreement; and

17.9 setting a date for the Final Approval Hearing.

18. Final Approval Order and Judgment.

18.1 If the Settlement is preliminarily approved by the Court, the Parties shall thereafter request that the Court enter an order granting final approval of the Settlement and judgment based thereon (“Final Approval Order and Judgment”), which includes the following provisions:

18.2 confirming certification of the Class for settlement purposes only;

18.3 confirming appointment of Plaintiff as the representative of the Class for settlement purposes only

18.4 confirming appointment of Lawyers *for* Justice, PC as counsel for the Class for settlement purposes only

18.5 finding that the dissemination of the Class Notice in the form and manner ordered by the Court was accomplished as directed, met the requirements of due process; and

18.6 finally approving the Settlement Agreement as fair, reasonable and adequate and directing consummation of the Settlement in accordance with its terms and provisions;

18.7 directing the Parties to implement the terms of the Settlement Agreement;

18.8 releasing and discharging the Released Parties from any and all liability with respect to the Settlement Class Members’ Released Claims;

18.9 awarding reasonable Attorneys’ Fees and Costs to Class Counsel as determined by the Court;

18.10 awarding the Service Award to Class Representative as determined by the Court;

18.11 awarding the Settlement Administration Costs to the Settlement Administrator as determined by the Court;

18.12 approving the allocation of PAGA Penalties and the LWDA Payment to the LWDA;

18.13 entering judgment on the Operative Complaint; and

18.14 preserving continuing and exclusive jurisdiction over all matters related to the administration and consummation of the terms of this Settlement and enforcement of the Final Approval Order and Judgment.

19. Escalator Clause.

If it is determined that the total number of Workweeks worked by all Class Members combined during the Settlement Period exceeds 58,769 by ten percent (10%) or more (i.e., more than 64,645) the Gross Settlement Amount shall increase on a proportional basis to the extent the threshold is exceeded (e.g., if the threshold referenced herein is exceeded by one percent (1%), the Gross Settlement Amount will increase by one percent (1%)).

20. No Admissions.

The Parties understand and agree that this Settlement Agreement is the result of a good faith compromise settlement of disputed claims, and no part of this Settlement Agreement, or the negotiations leading thereto, or any document filed in support thereof, whether or not the Settlement is finally approved and/or consummated, may be offered or should be construed as an admission of any wrongdoing by Defendant or the Released Parties.

21. Avoidance of Undue Publicity.

The Parties and their counsel agree that they will not issue any press releases, communicate to the press, media or to the public, through social media or otherwise, the settlement terms or amount unless and until Plaintiff has filed his motion for preliminary approval of the Settlement. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Nothing herein will restrict Class Counsel from undertaking required submissions to the Labor and Workforce Development Agency regarding the settlement of the Action, as required by the PAGA statute.

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22. Non-Disparagement

Released Parties agree that all inquiries about Plaintiff shall be referred to Human Resources, who will confirm the Plaintiff's dates of employment and position held. No other information concerning Plaintiff's work histories will be provided by Human Resources without authorization from Plaintiff.

23. Construction.

This Settlement Agreement was entered into after substantial good faith, arm's-length negotiations between the Parties. This Settlement Agreement has been entered into without any coercion and under no duress. The Parties acknowledge and agree that all Parties had an equal hand in drafting this Settlement Agreement so that it will not be deemed to have been prepared or drafted by one party or another.

24. Due Authority of Attorneys.

Each of the attorneys executing this Settlement Agreement on behalf of one or more Parties hereto warrants and represents that he or she has been duly authorized and empowered to execute this Settlement Agreement on behalf of each such respective Party and to bind them to the terms hereof. The Parties also warrant that this Agreement is entered into knowingly and willingly and there is no fraud, duress, or undue influence.

25. Entire Agreement.

This Settlement Agreement (including Exhibits hereto) sets forth the entire agreement of the Parties with respect to its subject matter and supersedes any and all other prior agreements and all negotiations leading up to the execution of this Settlement Agreement, whether oral or written, regarding the subjects covered herein. The Parties acknowledge that no representations, inducements, warranties, promises, or statements relating to the subjects covered herein, oral or otherwise, have been made by any of the Parties that are not embodied or incorporated by reference herein. Except as otherwise set forth in this Agreement, any notice, order, judgment, or other exhibit that requires approval of the Court must be approved without material alteration that substantially changes or increases the cost of compliance with this Settlement Agreement in order

for this Settlement Agreement to become effective. Before invoking this provision to challenge the effectiveness of this Settlement Agreement, the invoking Party shall consult with, and if necessary mediate in good faith with, the other Party in an effort to resolve any such challenge.

26. Modification or Amendment.

This Settlement Agreement may not be modified or amended except in a writing signed by all signatories hereto or their attorneys or their successors in interest, subject to Court approval.

27. Successors.

This Settlement Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns, and upon any corporation, partnership or other entity into or with which any Party hereto may merge, combine, or consolidate.

28. Counterparts.

This Agreement may be executed in one or more counterparts by facsimile or electronic signature which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

29. Waivers.

The waiver by any Party of any breach of this Settlement Agreement will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

30. Governing Law.

This Settlement Agreement will be governed by and construed, enforced, and administered in accordance with the internal laws of the State of California. The parties intend for this Agreement to be admissible and binding under Code of Civil Procedure section 664.6.

31. Headings.

The headings contained in this Settlement Agreement are for convenience and reference purposes only, and will not be given weight in its construction.

32. Notices.

32.1 Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than the contemplated Class Notice to the Class Members, must be in writing and mailed as follows:

32.1.1 To Plaintiff and Class Counsel to the attention of Edwin Aiwarzian, Esq., Arby Aiwarzian, Esq., Joanna Ghosh, Esq., Ovsanna Takvoryan, Esq., Lawyers *for* Justice, PC, 410 West Arden Avenue, Suite 203, Glendale, CA 91203; Telephone: (818) 265-1020.

32.1.2 To Defendant, to the attention of Aaron A. Buckley, Esq., Paul, Plevin, Sullivan, & Connaughton LLP, 101 West Broadway, Ninth Floor, San Diego, California 92101; Telephone: (619) 237-5200.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiff and Class Representative

Dated: February 7, 2023, 2023

By:

Electronically signed by Latisha Anquette Johnson on 2023-02-08 01:23:31 UTC - 172.118.20.191
Nexus AssureSign® 1056e130-af50-4736-b872-66a300148712

Latisha Anquette Johnson

AmeriCare Health & Retirement, Inc.

Dated: _____, 2023

By:

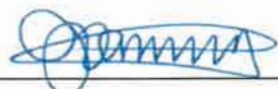
David Petree
President & Chief Executive Officer

APPROVED AS TO FORM:

Counsel for Plaintiff and Proposed Class Counsel

Dated: March 2, 2023, 2023

By:


Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Ovsanna Takvoryan
Lawyers *for* Justice, PC

32. Notices.

32.1 Any notices, requests, demands, or other communications required or permitted to be given pursuant to this Settlement Agreement, other than the contemplated Class Notice to the Class Members, must be in writing and mailed as follows:

32.1.1 To Plaintiff and Class Counsel to the attention of Edwin Aiwazian, Esq., Arby Aiwazian, Esq., Joanna Ghosh, Esq., Ovsanna Takvoryan, Esq., *Lawyers for Justice, PC*, 410 West Arden Avenue, Suite 203, Glendale, CA 91203; Telephone: (818) 265-1020.

32.1.2 To Defendant, to the attention of Aaron A. Buckley, Esq., Paul, Plevin, Sullivan, & Connaughton LLP, 101 West Broadway, Ninth Floor, San Diego, California 92101; Telephone: (619) 237-5200.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties, as follows:

Plaintiff and Class Representative

Dated: _____, 2023 By: _____
Latisha Anquette Johnson

AmeriCare Health & Retirement, Inc.

Dated: MARCH 6, 2023 By: 
David Petrec
President & Chief Executive Officer

APPROVED AS TO FORM:

Counsel for Plaintiff and Proposed Class Counsel

Dated: _____, 2023 By: _____
Edwin Aiwazian
Arby Aiwazian
Joanna Ghosh
Ovsanna Takvoryan
Lawyers for Justice, PC

Counsel for Defendant

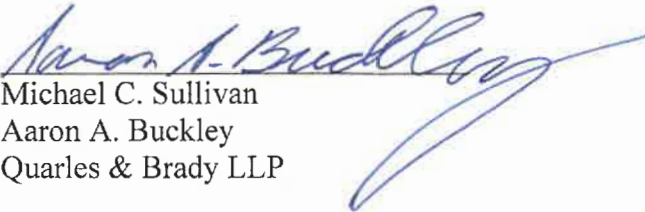
Dated: FEBRUARY 20, 2023 By: 
Michael C. Sullivan
Aaron A. Buckley
Quarles & Brady LLP

EXHIBIT A

*Johnson v. AmeriCare Health & Retirement, Inc.**Case No. 37-2022-00051286-CU-OE-CTL**Superior Court of California, San Diego County,*

If you worked as a nonexempt employee of AmeriCare Health & Retirement, Inc. in California during the period from January 2, 2016 through December 2, 2021, you may be entitled to receive money from a class action settlement.

The Superior Court of California, County of San Diego, authorized this Class Notice.

This is not a solicitation from a lawyer.

PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

- The settlement resolves a class-action lawsuit, *Johnson v. AmeriCare Health & Retirement, Inc.* (the “Lawsuit”), which alleges Defendant: (1) failed to pay class members for all overtime hours worked; (2) failed to provide Class members legally-compliant meal periods under California law; (3) failed to provide Class Members legally-compliant rest breaks under California law; (4) failed to pay Class Members minimum wages for all hours worked; (5) failed to pay all wages owed upon discharge from employment; (6) failed to timely pay Class Members; (7) failed to issue to the Class Members legally-compliant wage statements; (8) failed to keep requisite payroll records for Class Members; (9) failed to reimburse Class Members for necessary business expenses; (10) Violation of California Business & Professions Code §§ 17200, et seq.; and (11) engaged in conduct which gives rise to penalties under the California Private Attorneys General Act (“PAGA”) California Labor Code §2698, et seq.
- Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws. The Court has not made any determination of the validity of the claims in the Lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Simpluris, Inc., about why you object to the settlement and they will forward your concerns to counsel and then to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval hearing scheduled for [Date and Time] in Department C-73 of the San Diego County Superior Court.

- The \$1,470,000 Gross Settlement Amount will be used to settle claims of all Settlement Class Members. The amount of each Settlement Class Member's individual settlement payment will be determined by the number of weeks the Settlement Class Member worked in California from January 2, 2016 through December 2, 2021 ("Settlement Period").
- The Court has preliminarily approved this settlement. A final fairness hearing addressing the fairness, adequacy, and reasonableness of the Settlement will be held on [FINAL APPROVAL HEARING DATE] to determine whether the Settlement should receive the Court's final approval.
- Lawyers for the Class Members will be asking the Court to award \$514,500 to be paid out of the settlement (35% of the Gross Settlement Amount) as attorneys' fees for investigating the facts, litigating the case, and negotiating the settlement, as well as reasonable costs incurred during the case not to exceed \$40,000. They also will ask the Court to approve a service award in the amount of \$7,500 to Plaintiff, who assisted in litigating this case for the benefit of all Class Members, and who will also provide a general release of claims.
- Any questions? Read on or visit www._____.com.

BASIC INFORMATION

1. Why did I get this Class Notice package?

Defendant's records show that you work, or previously worked, for Defendant in California as a nonexempt employee during the Settlement Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

Plaintiff in this Lawsuit, Latisha Anqunette Johnson, alleged that during the Settlement Period, Defendant violated California law by failing to pay Class Members for all overtime hours worked, failed to provide legally-compliant meal periods, failed to provide legally-compliant rest breaks, failed to provide minimum wages for all hours worked, failed to pay all wages owed upon discharge from employment, failed to provide timely payment of all wages earned, failed to provide legally-compliant wage statements, failed to keep requisite payroll records, and failed to reimburse necessary business expenses. As noted above, Defendant denies each of these allegations and contends that Plaintiff's claims have no merit whatsoever. A copy of the most recent version of the complaint may be found at www._____.com.

3. Why is this a class action?

In a class action, one or more people called Class Representatives make allegations on behalf of other people whom they allege have similar claims. All these people comprise a Class and are referred to as Class Members, except those who decide to exclude themselves from the Class. One court resolves the issues for all Class Members.

4. Why is there a settlement?

The Parties disagree on the probable outcome of the case with respect to liability and damages. The Plaintiff believes the claims asserted against Defendant are valid and could be proven if the case went to trial. Defendant believes the Plaintiff's claims have no merit and that they would not prevail if the case went to trial. The defendant further contends that, other than in the context of this settlement, the case is not suitable for class treatment. The Court has not decided

in favor of the Plaintiff or the Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption that are associated with continued litigation, and they have therefore chosen to resolve their differences by entering into a settlement. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff and Class Counsel believe that this settlement is fair and reasonable and is in the best interests of all Class Members.

5. What is a class action settlement?

The Court must approve the terms of the settlement described below as fair and reasonable to the class. Once approved, the settlement will affect all Class Members except those who choose to opt out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may get. Please read this entire Class Notice carefully.

6. How do I know if I am a Class Member?

If you fit the following description then you are a Class Member: Nonexempt employees who worked for AmeriCare Health & Retirement, Inc. in California during the Settlement Period.

7. Are there exceptions to being included?

You are not a Class Member if you were not employed by Defendant as a nonexempt employee in California during the Settlement Period. You can also choose to be excluded from this settlement by opting out of this settlement, in which case you will not be a Settlement Class Member.

8. I'm still not sure if I am a Class Member. What should I do?

You may contact the Settlement Administrator for further information, or you may also contact Class Counsel at the phone number provided in Section 22 of this Notice. Or, you can do nothing, and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you should contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

9. What does the settlement provide?

The Parties have agreed to settle the Lawsuit for a “Gross Settlement Amount” of One Million Four Hundred Seventy Thousand Dollars and No Cents (\$1,470,000). This means that the entire Gross Settlement Amount will be paid out, subject to various Court-approved deductions listed below in this Section. In addition to the Gross Settlement Amount, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. The Gross Settlement Amount shall be deemed in satisfaction of: (1) the claims in the Lawsuit; (2) claims for attorneys’ fees not to exceed 35% of the Gross Settlement Amount (\$514,500) and costs of Class Counsel not to exceed \$40,000; (3) a service payment to Plaintiff not to exceed \$7,500; (4) all costs of third-party settlement administration not expected to exceed \$12,000, or such other amount approved by the Court; and (5) payment to the Labor and Workforce Agency of \$150,000 as its share of the PAGA civil penalties.

10. How was payment calculated?

The funds payable to Class Members will be divided up *pro rata* using the following formula:

From the Gross Settlement Amount, payments will be made to the Class Counsel, the Class Representative, the Settlement Administrator, and the Labor and Workforce Development Agency. What remains after these payments are made is called the “Net Settlement Amount,” depending on the final Court-approved deductions

as discussed above. The Net Settlement Amount shall be paid pro rata to each Class Member based on the number of weeks worked by the Settlement Class Member in California during the Settlement Period.

11. How much will I get from the settlement?

Defendant's records indicate that you worked <<[REDACTED]>> weeks as a nonexempt employee of Defendant during the Settlement Period. Based on these records, your estimated payment as a Settlement Class Member would be \$<<EstimatedAward>>.

Class Members who do not opt-out will be paid out of the Net Settlement Amount. One-third of each Settlement Payment will be designated for alleged unpaid wages, for which an IRS Form W-2 shall be issued. The remaining two-thirds of each Individual Settlement Payment will be designated for interest and penalties, for which an IRS Form 1099 shall be issued.

If you believe you had a different number of weeks worked than the number referenced above, you may dispute your calculation by providing written documentation to the Settlement Administrator supporting your position on or before [RESPONSE DEADLINE]. Your dispute must contain: your full name, address, signature, and last four digits of your Social Security number; and any facts supporting your dispute, along with any supporting materials confirming that the weeks attributed to you are incorrect. If you do not dispute your weeks worked calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. The Settlement Administrator's determination of disputes will be final and non-appealable. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

12. When would I get my payment?

As set forth in Section 18, below, the Court will hold a hearing on [DATE OF FINAL APPROVAL] to decide whether to approve the settlement. If the Court approves the settlement, after that there may be appeals if anyone has filed a timely objection. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, you may call the Settlement Administrator at XXX-XXX-XXXX, or contact Class Counsel (see section 22 for contact info.). *Please be patient.*

13. What claims am I releasing?

Upon the court's final approval of the class settlement and entry of final judgment, each Settlement Class Member shall be deemed to have released Defendant and all of its parents, subsidiaries, predecessors, successors, affiliates, and related entities, and its and their respective shareholders, officers, directors, employees, administrators, fiduciaries, trustees, agents, and benefit plans (collectively the "Released Parties"), from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action, arising at any point during the Settlement Period, which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Operative Complaint filed in this Action, including without limitation to, claims for restitution and other equitable relief, claims for unpaid wages, unpaid overtime wages, meal/rest period penalties, waiting time penalties, unfair business practices, failure to provide accurate wage statements, failure to reimburse business expenses, declaratory relief, accounting, injunctive relief, civil penalties brought under the Labor Code Private Attorneys General Act of 2004 (Labor Code Section 2698 et seq.), claims for penalties of any nature whatsoever arising out of the Released Claims, or any other benefit claimed on account of allegations and claims which are reasonably related to the allegations and claims asserted in the Operative Complaint filed in this action and thus could have been asserted. The release shall exclude claims for vested benefits, wrongful termination, unemployment insurance, disability, workers' compensation, claims arising while classified as exempt from overtime, claims outside of the Settlement Period, or any other claim or right that as a matter of law cannot be waived or released.

14. Do I have a lawyer in this case?

The Court has appointed Lawyers *for* Justice, PC to represent you and all the other Class Members in this action. Class Counsel will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of \$514,500 (35% of the Gross Settlement Amount) to them for attorneys' fees, as well as costs in an amount not to exceed \$40,000. The fees will pay Class Counsel for investigating the facts, litigating the case and negotiating and finalizing the settlement. Defendant has agreed not to oppose Class Counsel's application for these fees and expenses. The Court may choose to award less than the amount requested by Class Counsel. All other payments to the Plaintiff and to the Settlement Administrator also come from the Gross Settlement Amount.

16. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must prepare and submit in writing your signed and dated statement that you want to be excluded from the settlement. You must include your name, address and last four digits of your social security number; the name of the case and the case number, and a clear statement that you seek to be excluded from the Settlement. Your written statement must be received or mailed to the Settlement Administrator, [Settlement Administrator], and be postmarked no later than [RESPONSE DEADLINE], or it will not be considered and you will still remain a Settlement Class Member, and be bound by the settlement. [Settlement Administrator]'s address is listed in section 23, below.

17. How do I tell the Court that I do not agree with the settlement?

If you do not opt out, you can object to the settlement if you do not agree with it. You should give reasons why you think the Court should not approve the settlement and the Court will consider your views. To object, and to have the Court hear your views, you should send a letter saying that you object to the settlement and give your reasons. Be sure to include your name, address and last four digits of your social security number, case name and number, and provide both the legal and the factual reasons you object to the settlement, and indicate whether you intend to appear at the Final Fairness Hearing. Your objection is to be mailed to the Settlement Administrator, [Settlement Administrator], and must be postmarked no later than [RESPONSE DEADLINE]. [Settlement Administrator]'s address is listed in section 23, below.

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to appear at the hearing.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing on [DATE OF FINAL APPROVAL HEARING] in Department C-73 of the San Diego County Superior Court. At this hearing, which will be held telephonically due to COVID-19, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Judge will listen to people who attend the hearing and who have not opted out. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but that is not required.

20. May I speak at the hearing?

If you wish to speak at the Final Approval Hearing, you may appear at the scheduled Final Approval Hearing. You cannot speak at the hearing if you have opted out of the Settlement.

21. What happens if I do nothing at all?

You will be a member of the settlement class. You will be bound by the release as set forth under question 13. Once the Settlement is finally approved by the Court, and the necessary deadlines have passed, you will be mailed your settlement check.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This Class Notice summarizes the proposed settlement. You may call or contact the Settlement Administrator or Class Counsel if you would like more information about the case. The pleadings and other records in this litigation, including the Settlement Agreement, may be also obtained on the settlement website here: url.com. The pleadings and other records in this litigation may be examined online on the San Diego County Superior Court's website, at <https://roa.sdcourt.ca.gov/roa/>. After arriving at the website, enter the case year (2022) and the case number (00051286) as the case number and click 'SEARCH.' Images of every document filed in the case may be purchased at a minimal charge. Class Counsel may be reached at:

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23. How do I get more information?

You may visit www., call the Settlement Administrator at [[phone](tel:)], or Class Counsel above, or write to the Settlement Administrator at [[address](mailto:)].

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT WITH INQUIRIES.