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8 Attorneys for Plaintiff Rhonda Mims

9 [List of Counsel Continued on Following Page]
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**
14

15 RHONDA MIMS, individually, and on
16 behalf of other aggrieved employees
pursuant to the California Private Attorneys
17 General Act;

18 Plaintiff,

19 vs.

20 SOUTH BAY HOME CARE, INC., a
California corporation; ALWAYS BEST
21 CARE SENIOR SERVICES, an unknown
business entity; ALWAYS BEST CARE
22 SOUTH BAY, an unknown business entity;
and DOES 1 through 100, inclusive,

23 Defendants.
24

Case No.: 22TRCV00559

Honorable Ronald F. Frank
Department 8

PAGA SETTLEMENT AGREEMENT

Complaint Filed: July 7, 2022
Trial Date: None Set

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15

16 Attorneys for Defendant South Bay Home Care, Inc.
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1 This PAGA Settlement Agreement (“Agreement,” “Settlement,” or “Settlement
2 Agreement”) is made and entered into between Plaintiff Rhonda Mims (“Plaintiff”), on her own
3 behalf, on behalf of the State of California, and on behalf of other Aggrieved Employees as defined
4 below, and Defendant South Bay Home Care, Inc. (“Defendant”).

5 **I. DEFINITIONS**

6 1. “Action” means the civil action filed on July 7, 2022 in the Superior Court for the
7 County of Los Angeles in the State of California, entitled *Rhonda Mims, individually, and on behalf*
8 *of other aggrieved employees pursuant to the California Private Attorneys General Act vs. South Bay*
9 *Home Care, Inc., a California corporation; Always Best Care Senior Services, an unknown business*
10 *entity; Always Best Care South Bay, an unknown business entity; and DOES 1 through 100, inclusive,*
11 *inclusive, Case Number 22TRCV00559.*

12 2. “Aggrieved Employees” means all current and former non-exempt and/or hourly-paid
13 employees who worked for Defendant in the State of California at any time during the PAGA Period.

14 3. “Aggrieved Employees’ Payment” means twenty-five percent (25%) of the Net
15 Settlement Amount.

16 4. “Attorneys’ Fees and Costs” means attorneys’ fees for Plaintiff’s Counsel’s litigation
17 and resolution of this Action and their expenses and costs incurred in connection with the Action,
18 which shall be paid from the Gross Settlement Amount.

19 5. “Complaint” means the Complaint for Enforcement Under the Private Attorneys
20 General Act, California Labor Code § 2698 et seq. that was filed in this Action on July 7, 2022.

21 6. “Court” means the Superior Court for the County of Los Angeles.

22 7. “Defendant’s Counsel” means Susan K. Chelsea and Marvin C. Cho of Burke,
23 Williams & Sorensen, LLP.

24 8. “Effective Date” means the later date of the following: (1) if no challenges are made to
25 the Settlement, the date the Court signs and enters the Settlement Approval Order; (2) if a challenge
26 is made to the Settlement and is not withdrawn, the date for filing an appeal and no appeal having been
27 filed; or (3) if a timely appeal is filed within 60 calendar days of the Settlement Approval Order, the
28 Effective Date shall occur when the appeal is adjudicated and no longer subject to further judicial

review.

9. "Eligible Pay Periods" means the total number of pay periods that each Aggrieved Employee worked for Defendant during the PAGA Period.

10. "Gross Settlement Amount" means the settlement amount of Four Hundred Forty-Three Thousand Dollars and Zero Cents (\$443,000.00) to be paid by Defendant in full satisfaction of all Released Claims, which includes Individual PAGA Payments to be paid to Aggrieved Employees, Incentive Payment to Plaintiff, LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs.

11. "Incentive Payment" means the payment to Plaintiff, separate from and in addition to her Individual PAGA Payment, and subject to approval by the Court, for her participation in representing the State of California and the Aggrieved Employees in the Action.

12. "Individual PAGA Payment" means the portion of the Net Settlement Amount to be allocated and paid to each Aggrieved Employee as provided in this Agreement. Each Individual PAGA Payment shall be calculated by multiplying the Aggrieved Employee's number of total Eligible Pay Periods by the Pay Period Value.

13. "LWDA" means the California Labor and Workforce Development Agency.

14. "LWDA Payment" means seventy-five percent (75%) of the Net Settlement Amount.

15. "Net Settlement Amount" means the sum remaining after the Court-approved deductions from the Gross Settlement Amount for: (1) Incentive Payment to Plaintiff, (2) Attorneys' Fees and Costs to Plaintiff's Counsel, and (3) Settlement Administration Costs.

16. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

17. "PAGA Notice" means the April 8, 2022 written notice submitted by Plaintiff's Counsel on behalf of Plaintiff and the Aggrieved Employees to the LWDA, with a copy sent to Defendant via U.S. Certified Mail, pursuant to California Labor Code section 2699.3, in which she provided notice of the specific provisions of the California Labor Code alleged to have been violated by Defendant, including the facts and theories to support the alleged violations.

18. "PAGA Period" means the period from April 8, 2021 through either December 2, 2023

1 or the date on which the Court grants approval of the Settlement, whichever date is earlier.

2 19. "Parties" means the parties to the Agreement, specifically, Plaintiff and Defendant.

3 20. "Pay Periods" means the total number of Defendant's pay periods during the PAGA
4 Period in which an Aggrieved Employee was employed by, and actively worked for, Defendant in an
5 hourly-paid, non-exempt position in the State of California. The Settlement Administrator will
6 calculate the total number of Pay Periods worked by all Aggrieved Employees during the PAGA
7 Period, the Pay Period Value, and the Individual PAGA Payments payable to each Aggrieved
8 Employee. The Settlement Administrator will calculate the number of Pay Periods worked by each
9 Aggrieved Employee based upon Defendant's payroll records. Defendant's payroll data will be
10 presumed correct.

11 21. "Pay Period Value" means the amount of the Aggrieved Employees' Payment divided
12 by the total number of Pay Periods. The Pay Period Value shall be calculated by the Settlement
13 Administrator.

14 22. "Plaintiff's Counsel" means Edwin Aiwasian, Arby Aiwasian, and Joanna Ghosh of
15 Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne, LLP.

16 23. "Released Claims" means any and all claims or causes of action for penalties under
17 PAGA, whether known or unknown, that Plaintiff or any Aggrieved Employee had, now has, has
18 asserted, or may hereafter assert against Defendant or any Released Parties that are based on, or arise
19 from, the factual allegations in the Complaint or the PAGA Notice, during the PAGA Period,
20 including, but not limited to: (i) failure to pay all overtime wages due (Labor Code sections 510 and
21 1198); (ii) failure to provide meal periods or compensation in lieu thereof (Labor Code sections 226.7
22 and 512(a)); (iii) failure to provide rest periods or compensation in lieu thereof (Labor Code section
23 226.7); (iv) failure to pay all minimum wages due (Labor Code sections 1194, 1197, and 1197.1); (v)
24 failure to timely pay wages at time of termination or resignation (Labor Code sections 201-203); (vi)
25 failure to timely pay wages during employment (Labor Code section 204); (vii) failure to provide
26 complete, accurate wage statements (Labor Code section 226(a)); (viii) failure to keep requisite payroll
27 records (Labor Code section 1174(d)); (ix) failure to reimburse necessary business expenses (Labor
28 Code section 2800 and 2802); (x) failure to provide one days' rest in a seven-day workweek (Labor

1 Code sections 551 and 552); (xi) failure to accurately provide the requisite notice pursuant to Labor
2 Code § 2810.5; and (xi) failure to provide reporting time pay.

3 24. “Released Parties” means Defendant South Bay Home Care, Inc., commonly referred
4 to as Always Best Care Senior Services and Always Best Care South Bay, as named by Plaintiff in the
5 Complaint, and its past, present and/or future, direct and/or indirect, officers, directors, members,
6 managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders,
7 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns,
8 and joint venturers.

9 25. “Settlement” or “Settlement Agreement” means the agreement to settle the claims as
10 set forth and embodied in this Agreement.

11 26. “Settlement Administration Costs” means the reasonable fees and costs payable from
12 the Gross Settlement Amount to the Settlement Administrator for performing the settlement
13 administration functions expressly required by this Agreement to administer the Settlement.

14 27. “Settlement Administrator” means Phoenix Settlement Administrators. The Parties
15 each represent that they do not have any financial interest in the Settlement Administrator or otherwise
16 have a relationship with the Settlement Administrator that could create a conflict of interest.

17 28. “Settlement Approval Order” means an order from the Court granting approval of the
18 Settlement.

19 29. “Settlement Cover Letter” means the cover letter to be mailed by the Settlement
20 Administrator to each Aggrieved Employee along with Individual PAGA Payment checks in
21 substantially the form that is attached hereto as Exhibit A.

22 **II. RECITALS**

23 30. On April 8, 2022, Plaintiff submitted the PAGA Notice to the LWDA and to Defendant.
24 The PAGA Notice alleged that Defendant violated California Labor Code sections 201, 202, 203, 204,
25 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and
26 Industrial Welfare Commission Wage Order 4-2001, 5-2001, and 9-2001. The PAGA Notice alleged,
27 *inter alia*, that Defendant failed to pay minimum and overtime wages, failed to provide meal and rest
28 periods, failed to timely pay wages during employment, failed to timely pay wages upon termination,

1 failed to keep accurate payroll records, failed to furnish accurate itemized wage statements, and failed
2 to reimburse necessary business expenses.

3 31. Plaintiff filed the Complaint on July 7, 2022 in the Superior Court for the County of
4 Los Angeles. The Complaint alleged one cause of action pursuant to PAGA for: (1) Violation of
5 California Labor Code sections 510 and 1198 (Unpaid Overtime Wages); (2) Violation of California
6 Labor Code sections 226.7 and 512(a) (Failure to Provide Meal Periods); (3) Violation of California
7 Labor Code section 226.7 (Failure to Provide Rest Periods); (4) Violation of California Labor Code
8 sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code
9 sections 201, 202, 203; (Failure to Timely Pay Wages Upon Termination); (6) Violation of California
10 Labor Code section 204 (Failure to Timely Pay Wages During Employment); (7) Violation of
11 California Labor Code section 226(a) (Failure to Provide Complete and Accurate Wage Statements);
12 (8) Violation of California Labor Code section 1174(d) (Failure to Keep Complete and Accurate
13 Payroll Records); and (9) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed
14 Business Expenses).

15 32. On September 14, 2023, the Parties mediated with Henry J. Bongiovi, Esq., and reached
16 the Settlement that is memorialized herein. The Parties' settlement discussions were conducted at
17 arms' length, and the Settlement is the result of an informed and detailed analysis of Defendant's
18 potential liability and exposure in relation to the costs and risks associated with continued litigation.
19 Based on Plaintiff's Counsel's investigation, Plaintiff's Counsel believes that the Settlement for the
20 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate
21 and is in the best interest of Plaintiff, the Aggrieved Employees, and the State of California in light of
22 all known facts and circumstances, including the risk of significant delay and uncertainty associated
23 with litigation and various defenses asserted by Defendant.

24 33. There has been no determination on the merits of the Action or Defendant's defenses
25 thereto. Defendant expressly denies any wrongdoing and/or liability, and this Agreement shall not
26 constitute an admission of liability or of the accuracy of any allegation made by Plaintiff. However,
27 in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the
28 Released Claims.

1 **III. SETTLEMENT CONSIDERATION**

2 34. In consideration for Plaintiff signing this Settlement Agreement and complying with
3 its terms, Defendant shall pay the maximum non-reversionary gross sum of Four Hundred Forty-Three
4 Thousand Dollars and Zero Cents (\$443,000.00) to resolve the Action and Released Claims, which
5 shall be distributed as follows:

- 6 a. Attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount,
7 i.e., One Hundred Fifty-Five Thousand Fifty Dollars and Zero Cents (\$155,050.00),
8 and reimbursement of litigation costs and expenses not to exceed Thirty Thousand
9 Dollars and Zero Cents (\$30,000) to Plaintiff's Counsel, which Defendant will not
10 contest.
- 11 b. Incentive Payment of up Ten Thousand Dollars and Zero Cents (\$10,000.00) to
12 Plaintiff, which Defendant will not contest.
- 13 c. Settlement Administration Costs up to the amount of Ten Thousand Dollars and
14 Zero Cents (\$10,000.00) to the Settlement Administrator.
- 15 d. LWDA Payment consisting of seventy-five percent (75%) of the Net Settlement
16 Amount shall be distributed to the LWDA, and the remaining twenty-five percent
17 (25%) of which is the Aggrieved Employees' Payment shall be distributed to the
18 Aggrieved Employees.

19 35. Defendant estimated for purposes of settlement discussions that there were
20 approximately 8,861 pay periods during the period from April 8, 2021 to September 14, 2023. If it is
21 determined by the Settlement Administrator that the number of Pay Periods during the PAGA Period
22 actually exceeds 8,861 by more than 10% (i.e., by more than 886.1 Pay Periods), Defendant shall have
23 the option of either: (1) increasing the Gross Settlement Amount on a pro-rata basis equal to the
24 percentage increase in the number of Pay Periods worked by the Aggrieved Employees above 10%
25 (e.g., if the number of Pay Periods increases by 11% to 9,835.71 Pay Periods, the Gross Settlement
26 Amount will increase by 1%), or (2) agreeing that the end date of the PAGA Period shall be the date
27 before the Pay Periods exceed the 10% threshold.

28 36. Because this is a settlement of PAGA claims for civil penalties only, no portion of the

1 Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys'
2 Fees and Costs, Incentive Payment, and the Net Settlement Amount to be paid to the LWDA and
3 Aggrieved Employees as described in Paragraph 34 will be treated and reported for tax purposes as
4 non-wage payments and will not be subject to local, state or federal payroll tax withholdings. The
5 Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

6 **IV. SETTLEMENT DISBURSEMENT AND DISMISSAL OF ACTION**

7 37. Defendant shall remit to the Settlement Administrator the Gross Settlement Amount
8 within fourteen (14) days (the "Settlement Funding Due Date") of the Effective Date.

9 38. Upon complete distribution of the Gross Settlement Amount by the Settlement
10 Administrator in accordance with this Settlement Agreement, the Settlement Administrator will
11 promptly notify the Parties of such; within thirty (30) days of the notification, Plaintiff will seek
12 dismissal of the Action in its entirety with prejudice.

13 **V. COURT APPROVAL OF THE SETTLEMENT AGREEMENT**

14 39. The Parties will cooperate in obtaining an order from the Court approving this
15 Settlement Agreement and dismissal of the Action based thereon, as described herein. The Parties
16 further agree to cooperate in the drafting and/or filing of any further documents and/or filings
17 reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the
18 Court in order to obtain approval and implementation of this Settlement Agreement, and the payments
19 described in Paragraph 34.

20 40. The Parties expressly acknowledge that the Court's approval of the Settlement
21 Agreement is a condition precedent to any payments described in this Settlement Agreement.
22 Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement
23 Agreement and/or should the Court refuse to grant dismissal of the action and closure of the case based
24 on the Settlement, the entirety of this Settlement Agreement shall be null and void.

25 **VI. DISTRIBUTION OF THE GROSS SETTLEMENT AMOUNT AND NOTICE TO**
26 **AGGRIEVED EMPLOYEES**

27 41. By the Settlement Funding Due Date, Defendant shall transfer the Gross Settlement
28 Amount to a qualified settlement account established by the Settlement Administrator for

1 administration of this Settlement. If the date by which payment by Defendant is due falls on a
2 Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended the
3 next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

4 42. Each Aggrieved Employee will be entitled to a *pro rata* share of the Aggrieved
5 Employees' Payment based upon the number of Eligible Pay Periods that they worked. The Eligible
6 Pay Periods are the number of pay periods that each Aggrieved Employee worked during the PAGA
7 Period, as established by Defendant's payroll records. Each Aggrieved Employee will be credited
8 with at least one (1) Eligible Pay Period.

9 a. To calculate each Aggrieved Employee's Individual PAGA Payment, the
10 Settlement Administrator shall multiply the number of Eligible Pay Periods an Aggrieved
11 Employee is credited by the Pay Period Value to arrive at each Aggrieved Employee's
12 Individual PAGA Payment.

13 b. Aggrieved Employees will not be required to submit any claim form or other
14 documentation to receive their Individual PAGA Payment.

15 c. One hundred percent (100%) of all Individual PAGA Payments are to be
16 considered penalties.

17 d. Aggrieved Employees may not opt out or object to the Settlement.

18 43. The Settlement Administrator shall distribute each Individual PAGA Payment by way
19 of check, along with the Settlement Cover Letter in the following manner:

20 a. No later than fourteen (14) calendar days after the Court's order granting
21 approval of the Settlement, Defendant shall provide the Settlement Administrator with a list
22 in Microsoft Excel of all Aggrieved Employees (the "Aggrieved Employees List"),
23 containing the following information for each Aggrieved Employee: (1) full name; (2) last
24 known home address; (3) last known telephone number; (4) social security number; (5) start
25 and end dates of active employment as a non-exempt employee of Defendant in the State of
26 California; (6) the number of Pay Periods worked during the PAGA Period; and (7) any
27 other information required by the Settlement Administrator in order to effectuate the terms
28 of the Settlement.

1 b. The Settlement Administrator shall conduct one (1) National Change of
2 Address (“NCOA”) search for all individuals identified on the Aggrieved Employee List.

3 c. No later than fourteen (14) calendar days after the Settlement Administrator’s
4 receipt of the Gross Settlement Amount, the Settlement Administrator shall mail the
5 Settlement Cover Letter and Individual PAGA Payment checks (together, the “PAGA
6 Settlement Package”) to all Aggrieved Employees by first-class United States mail. The
7 Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for
8 one hundred eighty (180) calendar days, and, thereafter, shall be cancelled.

9 d. For each PAGA Settlement Package that is returned as undeliverable, the
10 Settlement Administrator shall promptly attempt to locate an alternate updated address for
11 the Aggrieved Employee by performing a skip trace within three (3) business days of receipt
12 of the returned mail; the Settlement Administrator shall then attempt one (1) re-mailing of
13 the PAGA Settlement Package. Further, any PAGA Settlement Package returned with a
14 forwarding address to the Settlement Administrator shall be re-mailed to the forwarding
15 address affixed thereto.

16 e. The Settlement Administrator will submit all funds associated with cancelled
17 Individual PAGA Payment checks to the State of California's Unclaimed Property Fund.

18 44. No later than fourteen (14) calendar days after the Settlement Administrator receives
19 the Gross Settlement Amount, the Settlement Administrator shall distribute payments for Attorneys'
20 Fees and Costs to Plaintiff’s Counsel, Incentive Payment to Plaintiff, Settlement Administration Costs
21 to the Settlement Administrator, and the LWDA Payment to the LWDA.

22 **VII. RELEASE OF CLAIMS BY PLAINTIFF, AGGRIEVED EMPLOYEES, AND THE**
23 **STATE OF CALIFORNIA**

24 45. Upon the Effective Date and full funding of the Gross Settlement Amount, and except
25 as to the rights and obligations created by this Settlement Agreement, Plaintiff and Aggrieved
26 Employees, individually and on behalf of their heirs, executors, administrators, representatives,
27 attorneys, successors and assigns, and the State of California, on behalf of itself and its administrators,
28 representatives, and assigns, will be deemed to have knowingly and voluntarily released and forever

1 discharged the Released Parties, to the full extent permitted by law, of and from the Action and from
2 any and all claims asserted and unasserted, arising during the period from April 8, 2021 through either
3 December 2, 2023 or the date on which the Court grants approval of the Settlement, whichever date is
4 earlier, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any
5 interest, fees, and costs available under PAGA, based on the factual allegations in the Complaint and
6 in Plaintiff’s April 8, 2022 PAGA Notice, including failure to pay minimum wages, failure to pay
7 overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide
8 compliant rest periods and associated premiums, failure to timely pay wages during employment,
9 failure to timely pay wages upon termination, failure to keep maintain requisite payroll records, failure
10 to furnish accurate itemized wage statements, failure to indemnify or reimburse necessary business
11 expenses, failure to provide one days’ rest in a seven-day workweek, failure to accurately provide the
12 requisite notice pursuant to Labor Code § 2810.5, and failure to provide reporting time pay, and for
13 violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552,
14 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and all applicable Industrial Welfare
15 Commission Wage Orders, including Wage Orders 4-2001, 5-2001, and 9-2001.

16 46. In addition to the releases made in Paragraph 45, Plaintiff makes the additional
17 following general release of all claims, known or unknown. Plaintiff releases the Released Parties
18 from all claims, demands, rights, liabilities and causes of action of every nature and description
19 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract,
20 or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in
21 connection with Plaintiff’s relationship with Defendant as well as any and all acts or omissions by or
22 on the part of Defendant, excluding only claims that, by law, may not be privately released. (The
23 release set forth in this Paragraph 46 shall be referred to hereinafter as the “General Release.”)

24 47. With respect to the General Release, Plaintiff stipulates and agrees that, upon the
25 Effective Date, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest
26 extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil
27 Code, or any other similar provision under federal or state law, which provides:

28 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**

1 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
2 **RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
3 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
4 **DEBTOR OR RELEASED PARTY.**

5 This release specifically excludes claims for unemployment insurance, disability, social security, and
6 workers compensation (with the exception of claims arising pursuant to California Labor Code
7 Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are
8 found hereafter to be other than or different from the facts now believed to be true, the release of
9 claims contained herein shall be effective as to all unknown claims.

10 48. Plaintiff warrants and represents that Plaintiff has not assigned or transferred or
11 purported to assign or transfer to any person or entity all or any part of or any interest in any claim
12 released under this Settlement Agreement. Plaintiff is solely responsible for the satisfaction of any
13 assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against
14 any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed
15 against or incurred by any of the Released Parties as a result of the Action of any lien holder or any
16 lien claimant or any court in relation to any interest which any third party may have in any claim which
17 Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to
18 Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

19 **VIII. GOVERNING LAW**

20 49. This Settlement Agreement shall be governed and conformed in accordance with the
21 laws of the State of California provided, however, that parole evidence shall not be admissible to alter,
22 vary or supplement the term of this Settlement Agreement.

23 50. In the event of a breach of any provision of this Settlement Agreement, any Party
24 reserves the right to institute an action specifically to enforce any term or terms of this Settlement
25 Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement
26 Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that
27 action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

28 **IX. MISCELLANEOUS**

 51. Defendant agrees that it will adopt a neutral reporting policy regarding any future

1 employment references related to Plaintiff. In the event that any potential or future employers of
2 Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only
3 provide Plaintiff's dates of employment and job titles during employment. Defendant shall not refer
4 to the Action or this Settlement.

5 52. This Settlement Agreement may not be modified, altered, or changed except through a
6 written modification signed by both Parties or their counsel wherein specific reference is made to this
7 Settlement Agreement, subject to approval by the Court.

8 53. This Settlement Agreement may be executed in counterparts, each of which shall be
9 deemed an original, but all of which, taken together shall constitute the same instrument. A signature
10 made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted
11 by facsimile or electronic mail shall have the same effect as the original signature.

12 54. The section headings used in this Settlement Agreement are intended solely for
13 convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in
14 the interpretation of any of the provisions hereof.

15 55. This Settlement Agreement was the result of negotiations between the Parties and their
16 respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement
17 shall not be construed against the Party preparing it but shall be construed as if both Parties prepared
18 it jointly.

19 56. If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on
20 performance of any term, that failure does not mean a waiver of that term or of the Settlement
21 Agreement. The Settlement Agreement remains in full force and effect anyway.

22 **HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL**
23 **THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE,**
24 **PLAINTIFF AND DEENDANT, FREELY AND KNOWINGLY, AND AFTER DUE**
25 **CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.**

26 ///

27 ///

28 ///

1 **IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this**
2 **Settlement Agreement as of the date(s) set forth below:**

3
4
5 Dated: 12/05/2023

By: 
Rhonda Mims (Dec 5, 2023 16:55 PST)

Rhonda Mims
Individually and on Behalf of the State of California and
Aggrieved Employees

South Bay Home Care, Inc.

6
7
8
9
10 Dated: _____

By: _____

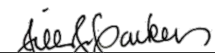
Name:

Title:

11
12
13 **APPROVED AS TO FORM AND CONTENT:**

14 **PARKER & MINNE, LLP**

15 Dated: December 6, 2023

By: 

Jill J. Parker

Attorneys for Plaintiff Rhonda Mims

18 **BURKE, WILLIAMS & SORENSEN, LLP**

19
20 Dated: _____

By: _____

Susan K. Chelsea

Marvin C. Cho

Attorneys for Defendant South Bay Home Care, Inc.

1 **IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this**
2 **Settlement Agreement as of the date(s) set forth below:**

3
4
5 Dated: _____

By: _____

6 Rhonda Mims
7 Individually and on Behalf of the State of California and
8 Aggrieved Employees

South Bay Home Care, Inc.

9
10 Dated: 12/18/23

By: Carrie Bianco

11 Name: Carrie Bianco; Owner
12 Title:

13 **APPROVED AS TO FORM AND CONTENT:**

14 **PARKER & MINNE, LLP**

15
16 Dated: _____

By: _____

17 Jill J. Parker
18 Attorneys for Plaintiff Rhonda Mims

BURKE, WILLIAMS & SORENSEN, LLP

19
20 Dated: December 19, 2023

By: Susan K. Chelsea

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EXHIBIT A

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were an hourly-paid, non-exempt employee of South Bay Home Care, Inc. at any time between April 8, 2021 through [December 2, 2023 or the date of Court Approval], you are entitled to receive money from a Settlement brought under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why Am I Getting This Notice?

A settlement (the “Settlement”) has been reached in a representative action lawsuit entitled *Rhonda Mims v. South Bay Home Care, Inc.*, Los Angeles County Superior Court Case No. 22TRCV00559 (the “Action” or “Lawsuit”). The defendant in the Action is South Bay Home Care, Inc. (“Defendant”). The Action was brought by Plaintiff Rhonda Mims (“Plaintiff”), a former employee of Defendant, on behalf of the State of California and all alleged “Aggrieved Employees,” defined as all current and former hourly-paid, non-exempt employees who were employed by Defendant in the State of California at any time between April 8, 2021 through [December 2, 2023 or the date of Court Approval] (the “PAGA Period”).

The Court has granted approval of the settlement amount to be paid by Defendant for settlement of the Action for civil penalties under PAGA.

Defendant’s employment records indicate that you meet the definition of an Aggrieved Employee. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, your legal rights, and what benefits are available.

2. What is This Lawsuit About?

On April 8, 2022, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that she contends were violated (the “PAGA Notice”). On July 7, 2022, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq (the “Complaint”). Plaintiff filed the Action as a Private Attorney General on behalf of the State of California and sought penalties on behalf of herself, the State, and all current and former hourly-paid, non-exempt employees of Defendant within the PAGA Period. Plaintiff alleges that Defendant owed penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”). In agreeing to this settlement, Defendant does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA.

3. Why is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff’s attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What Are the Terms of the Settlement?

Defendant will pay Four Hundred Forty-Three Thousand Dollars and Zero Cents (\$443,000.00) to settle the Action (the “Gross Settlement Amount”). The Gross Settlement Amount includes: (a) all Individual PAGA Payments to be paid to Aggrieved Employees (“Aggrieved Employees’ Payment”); (b) Plaintiff’s Incentive Payment; (c) a payment to the LWDA for civil penalties brought under PAGA; (d) Plaintiff’s Counsel’s attorneys’ fees and costs; and (e) the reasonable fees and costs of the Settlement Administrator.

After deductions are made from the Gross Settlement Amount for Plaintiff’s Incentive Payment, Plaintiff’s Counsel’s attorneys’ fees and costs, and the reasonable fees and costs of the Settlement Administrator, the remaining money (the “Net Settlement Amount”) will be split between the LWDA and the Aggrieved Employees. The law requires that 75% of the Net Settlement Amount be paid to the LWDA. The remaining 25% of the Net Settlement Amount will be paid out to the Aggrieved Employees.

No portion of the Gross Settlement Amount will be returned to Defendant.

5. How Much Am I Receiving?

Each Aggrieved Employee will receive a *pro rata* share of the Aggrieved Employees' Payment based on the number of pay periods the Aggrieved Employee worked for Defendant as an hourly-paid, non-exempt employee during the PAGA Period. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate each Aggrieved Employee's Individual PAGA Payment, the Aggrieved Employees' Payment was divided by the aggregate total number of Eligible Pay Periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's Individual PAGA Payment was then calculated by multiplying his or her individual Eligible Pay Periods by the Pay Period Value.

Your Eligible Pay Periods are: _____

Your Individual PAGA Payment is: \$ _____

The Settlement checks will be valid for 180 days after they are issued. After 180 days, the Settlement checks will be void. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time as they claim their funds.

6. What Claims are Being Released by the Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, all Aggrieved Employees will have released the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between April 8, 2021 through [December 2, 2023 or the date of Court Approval].

The Released Parties include Defendant South Bay Home Care, Inc., commonly referred to as Always Best Care Senior Services and Always Best Care South Bay, and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The Released Claims include any and all claims or causes of action for penalties under PAGA, whether known or unknown, that Plaintiff or any Aggrieved Employee had, now has, has asserted, or may hereafter assert against Defendant or any Released Parties that are based on, or arise from, the factual allegations in the Complaint or the PAGA Notice, during the PAGA Period, including PAGA claims for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, 2810.5, claims for reporting time pay, and all applicable Industrial Welfare Commission Wage Orders, including Wage Orders 4-2001, 5-2001, and 9-2001, and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims. Aggrieved Employees cannot opt out of or object to the foregoing PAGA Release.

If you have questions, you can call the Settlement Administrator at _____ or you may contact Plaintiff's attorneys:

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PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS SETTLEMENT
The Court will not be able to assist you.