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

LUCRETIA FARRAR, on behalf of herself
and all "aggrieved employees" pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

ALLCARE MEDICAL MANAGEMENT,
INC., a California corporation, FAMILY
PLANNING ASSOCIATES MEDICAL
GROUP, INC., a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: CIVSB2219370

*Assigned to the Honorable John M. Pacheco,
Dept. S31*

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS,
AND DISMISSING ACTION WITH
PREJUDICE**

Complaint Filed: September 7, 2022

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

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

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

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

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

16 5. My firm has represented employees in employment matters such as this one, with an
17 emphasis in wage and hour issues. I have participated in and have been certified as Court-approved
18 class counsel in dozens of class and representative action matters since my admission to the Bar. A
19 true and correct list of some of the cases in which I have been appointed as class counsel is attached
20 hereto as Exhibit “A”.

21 6. On June 30, 2022, my office, on behalf of Plaintiff, transmitted a letter to the California
22 Labor & Workforce Development Agency (“LWDA”) and AllCare Medical Management, Inc.
23 (“AMMI”) and Family Planning Associates Medical Group, Inc. (“FPA”) (AMMI and FPA are
24 collectively referred to as “Defendants”), setting forth the facts and theories of the violations alleged
25 against Defendants. A true and correct copy of the June 30, 2022 letter to the LWDA is attached
26 hereto as Exhibit “B.”

27 7. On September 7, 2022, Plaintiff Farrar filed her Representative Action Complaint
28 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 212,

221, 226(a), 226.7, 227.3, 510, 512, and 1194 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 225.5, 226.3, 246, and 558 (the “Farrar Action”).

8. On February 1, 2023, Plaintiff Farrar filed her First Amended Class and Representative Action (the “FAC”) after ascertaining that the Arbitration Agreement that she signed permitted her to request equitable relief, including, but not limited to, injunctive relief, from a court of competent jurisdiction. The FAC added an additional claim, on a class-wide basis, seeking equitable and injunctive relief pursuant to Business and Professions Code § 17200 *et seq.*

9. On or about October 13, 2023, Plaintiff Farrar and Defendants submitted a joint stipulation to the Court permitting Plaintiff Farrar to file her Second Amended Complaint (the “SAC”), which alleged additional claims pursuant to PAGA, dismissed the class action allegation under Business & Professions Code § 17200 *et seq.*, and added Plaintiff Arianna Carey (“Plaintiff Carey”) as an additional Plaintiff (hereinafter, Farrar and Carey are collectively referred to as “Plaintiffs”) (hereinafter Plaintiffs and Defendants are collectively referred to as the “Parties”). The Court signed the Parties’ stipulation on or about October 27, 2023.

10. On or about October 30, 2023, Plaintiffs submitted their SAC for filing to the Court, seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 200, 201, 202, 204, 206, 206.5, 212, 216, 218, 218.6, 221, 223, 226(a), 226.7, 227.3, 510, 511, 512, 1174, 1194, and 2802 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 210, 225.5, 226.3, 246, and 558 (the “Action”). The SAC is pending filing with the Court.

11. During the course of the litigation, my office, Mr. Koulloukian’s office (Counsel for Plaintiff Carey) and Defendants’ Counsel engaged in informal discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Action and potential defenses thereto. The Parties have reached this settlement only after discovery and investigation was performed.

12. My office and Mr. Koulloukian’s office obtained and reviewed multiple documents, including (i) Plaintiffs’ employee file and time records, (ii) policy documents relating to the employment of Plaintiffs and PAGA Members, and (iii) data relating to the number of alleged violations and the value of the recoverable penalties, including time and payroll data.

1 13. Based on the information received, as well as through discussions with Defendants’
2 Counsel, my office and Mr. Koulloukian’s office were able to (i) determine the total number of
3 distinct individuals falling within the definition of “PAGA Members” for the relevant statutory
4 period, and (ii) construct a damage model that calculated the maximum realistic amount of PAGA
5 penalties that could be levied against Defendants within the PAGA Period. Defendants, however,
6 disputed Plaintiffs’ claims and disputed both the existence of and extent of liability as alleged by
7 Plaintiffs. Based on the information received, as well as through discussions with Defendants’
8 Counsel, my office and Mr. Koulloukian’s office were able to ascertain (i) the number of PAGA
9 Members, (ii) the number of affected pay periods at issue among them, and (iii) the strength of
10 Plaintiffs’ claims.

11 14. On August 29, 2023, after discovery and investigation, and being fully apprised of the
12 value and strength of Plaintiffs’ claims, the Parties successfully negotiated a settlement of Plaintiffs’
13 claims asserted in the Action through arm’s-length negotiations assisted by respected mediator,
14 Brandon McKelvey, Esq. The terms and conditions of the settlement are set forth in the Settlement
15 Agreement and Release of Private Attorneys General Act Claim (“Settlement” or “Settlement
16 Agreement”). The Settlement Agreement resolves all claims asserted in the Action and contemplates
17 that the Action will be dismissed with prejudice in exchange for the consideration set out in the
18 Settlement Agreement. Attached hereto as Exhibit “C” is a true and correct copy of the Parties’
19 Settlement Agreement.

20 15. Defendants deny and continue to deny any liability to Plaintiffs or any other allegedly
21 aggrieved employee for any violations alleged in the Action. Defendants contend they acted within
22 the requirements of California law at all times as to all PAGA Members. They further contend that
23 not every pay period, and indeed no pay period, at issue involved an alleged Labor Code violation
24 subject to civil penalties. Moreover, they maintain that even if the Court did award penalties, the
25 Court could and would substantially reduce the penalties awarded based on the discretionary factors
26 contained in Labor Code § 2699(e)(2).

27 16. My office, Mr. Koulloukian’s office, and Defendants’ Counsel considered the fact that
28 the existence of numerous disputes of fact in this case make the outcome uncertain. In the estimation

1 of my office, Mr. Koulloukian's office, and Defendants' Counsel, the delay, inconvenience,
2 distraction, and uncertainty imposed by the litigation demands would far outweigh the potential
3 benefits of additional litigation.

4 17. Based on the information and documents obtained through informal discovery, these
5 disputes, which had the potential to completely eliminate Plaintiffs' recovery, and the range of
6 realistic "litigation outcomes" on Plaintiffs' PAGA claim, my office and Mr. Koulloukian's office
7 assessed the maximum value of the PAGA claims (without stacking) to be approximately \$1,210,700
8 (at the rate of a \$100 penalty for approximately 12,107 total pay periods at issue during the applicable
9 time frame).

10 18. As set forth in the Settlement Agreement, the amount of the Settlement is \$475,000
11 which represents over 39% of the maximum recoverable discretionary penalties and includes an
12 apportionment of attorneys' fees and costs and a service award payment to each Plaintiff. As such,
13 this factor weighs very heavily in favor of resolution by way of the compromise set forth in the
14 Settlement.

15 19. The Parties respectfully request that the Court enter the accompanying Order,
16 approving the Settlement, as permitted by Labor Code § 2699(1), and dismissing this Action with
17 prejudice.

18 20. The Parties further agree that, after entry of this Order and pursuant to California Code
19 of Civil Procedure § 664.6, the Court shall retain exclusive and continuing jurisdiction of this Action
20 to enforce the Settlement. *See* Exhibit "C" at ¶¶ 55, 62.

21 21. On December 22, 2023, my office uploaded the proposed Settlement Agreement and
22 these accompanying approval documents to the LWDA through the State of California, Department
23 of Industrial Relations Website at [https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html)
24 [Attorneys-General-Act.html](https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html). A true and correct copy of the submission confirmation email is attached
25 hereto as Exhibit "D."

26 I declare, under penalty of perjury, under the laws of the State of California, that the foregoing
27 is true and correct. Executed on December 22, 2023 at Westlake Village, California.

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

4550 EAST THOUSAND OAKS BOULEVARD, SUITE 100
WESTLAKE VILLAGE, CALIFORNIA 91362

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

June 30, 2022

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Allcare Medical Management, Inc.
PO Box 10818
San Bernardino, CA 92408

Defendant mailed certified # 70220410000299335290

Family Planning Associates Medical Group, Inc.
PO Box 10818
San Bernardino, CA 92408

Defendant mailed certified # 70220410000299335306

Agent for Service of Process for Allcare Medical Management, Inc.
and Family Planning Associates Medical Group, Inc.
Irving M. Feldkamp
164 W. Hospitality Lane, Suite 1A
San Bernardino, CA 92408

Agent mailed certified # 70220410000299335313

Re: ***Labor Code Violations of Allcare Medical Management, Inc. and Family Planning Associates Medical Group, Inc. – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Lucretia Farrar, a former non-exempt California employee of Allcare Medical Management, Inc. and/or Family Planning Associates Medical Group, Inc. (collectively, "Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

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

Our client alleges that Defendants failed to pay her and Aggrieved Employees all minimum and overtime wages due during the course of employment, in violation of Labor Code §§ 510, 558, and 1194. Defendants rounded down the hours reflected on our client's and other Aggrieved Employees' time records to pay fewer hours than were actually worked. On a weekly basis, this rounding deprived our client and other Aggrieved Employees of significant hours worked. These failures to pay all minimum and overtime wages due constitute violations of Labor Code §§ 510, 558, and 1194.

Defendants also failed to offer Plaintiff and other Aggrieved Employees a method for them to receive their bonus wages “in cash, on demand,” in violation of Labor Code § 212. Plaintiff and other Aggrieved Employees were paid bonuses via gift cards, not redeemable for cash, which violates the express requirements Labor Code § 212. Labor Code § 212 requires that “No person...shall issue in payment of wages due” of any “acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand.” Labor Code § 225 provides for penalties resulting from Labor Code § 212 violations, stating “every person who unlawfully withholds wages due any employee in violation of Section 212.” The gift cards issued to our client and other Aggrieved Employees violates the payment requirements of Labor Code §§ 212 and 225.5.

Defendants failed to properly compute bonuses (discussed above) earned by our client and other Aggrieved Employees into their regular rate of pay for purposes of paying them meal and rest period premiums, overtime wages, and sick pay at the correct rates, in violation of Labor Code §§ 246(d), 226.7, 510, 512, 558 and 1194 and IWC Wage Order No. 4-2001. Defendants failed to properly blend bonuses and instead paid our client and other Aggrieved Employees meal period premiums, rest period premiums, overtime wages, and sick pay based *only* on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all meal and rest period premiums, overtime wages, and sick pay earned. This violates Labor Code §§ 246(d), 226.7, 510, 512, 558 and 1194 and IWC Wage Order No. 4-2001.

Defendants failed to pay correct premium wages at to our client and other Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Our client and other Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour’s pay for each missed rest period. Our client was simply denied and not authorized to take her legally entitled rest periods and was never paid premium wages at the proper rate of pay for missed rest periods. Furthermore, when employees were able to take a rest period, they were impermissibly required to remain on the company premises. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Defendants failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour’s pay at the proper rate of pay for each missed first or second meal period. When they did receive a meal period, it was typically provided after the fifth hour of work. This violates Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 4-2001.

Labor & Workforce Development Agency
Allcare Medical Management, Inc.
Family Planning Associates Medical Group, Inc.
Irving M. Feldkamp
June 30, 2022
Page 3

Defendants also made improper deductions from our client's and other Aggrieved Employees' wages. Labor Code § 221 provides that "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Defendants have violated Labor Code § 221 (together with Labor Code § 510, 558 and 1194) because they improperly deducted fees for re-issued payroll checks and other charges from our client and other Aggrieved Employees. No legally permissible authorization was made for these deductions and our client and other Aggrieved Employees are entitled to civil penalties as a result.

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

Our client further alleges that Defendants failed to pay her all wages due at the separation of her employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. Furthermore, when our client resigned her employment, she was not issued her final wages within 72 hours of her resignation—instead, she was issued her final wages many days later. Additionally, when our client resigned her employment, she was not issued all of her accrued, but unused PTO and/or vacation wages upon her separation of employment. Our client alleges that Defendants maintain a policy to untimely pay final wages to its former employees. This violates Labor Code §§ 201-202 and 227.3 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendants.

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

We invite Defendants or their attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

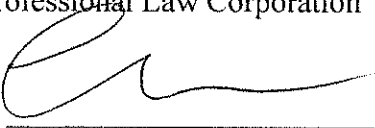
Our office awaits your response.

Labor & Workforce Development Agency
Allcare Medical Management, Inc.
Family Planning Associates Medical Group, Inc.
Irving M. Feldkamp
June 30, 2022
Page 4

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By:

A handwritten signature in black ink, appearing to read 'Evan S. Gaines', written over a horizontal line.

EVAN S. GAINES

EXHIBIT C

SETTLEMENT AGREEMENT AND RELEASE OF PRIVATE ATTORNEYS
GENERAL ACT CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act Claim (“Settlement Agreement”) is made by and between, on the one hand, Lucretia Farrar (“Farrar”) and Arianna Carey (“Carey”) (Farrar and Carey are collectively referred to as the “Plaintiffs”), individually, and on behalf of all other similarly situated PAGA Members and the State of California, and on the other hand, Defendants Allcare Medical Management, Inc. and Family Planning Associates Medical Group, Inc. (“Defendants”). Plaintiffs and Defendants are collectively referred to herein as the “Parties” and may be individually referred to as a “Party.”

A. Definitions

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” or “Lawsuit” means and refers to *Lucretia Farrar, et al. v Allcare Medical Management, Inc., et al.*, San Bernardino County Superior Court Case No. CIVSB2219370. The operative complaint in the Action is the Second Amended Class and Representative Action Complaint that Plaintiffs subsequently filed.
2. “Active Date” means the latest of: (i) the Effective Date, if no objection is made or filed to the Settlement Agreement; (ii) if an objection is made or filed, but no appeal is filed, the expiration of the deadline for any appeals; and (iii) if an objection is made or filed, and an appeal is filed, the date that an appeal is resolved resulting in a court order approving this Settlement Agreement.
3. “Agreement” or “Settlement Agreement,” shall mean this Settlement Agreement and Release of the Private Attorneys General Act Claim, together with all attached Exhibits.
4. “Attorney’s Fees and Costs” means the sum for which Plaintiffs’ Counsel shall make application to the Court, that shall not exceed one-third of the Gross Settlement Amount (\$158,333.33), and actual litigation costs, not to exceed \$15,000.00, which shall be paid out of the Gross Settlement Amount.
5. “Court” shall mean the Superior Court of the State of California, County of San Bernardino.
6. “Defendants’ Counsel” means and refers to Levinson Arshonsky Kurtz & Komsky, LLP.
7. “Effective Date” means the date the Court approves the terms of the Settlement set forth in this Agreement and has entered the Final Order.
8. “Eligible Pay Period” means any pay period worked by a PAGA Member in a non-exempt position in California at any time during the PAGA Period. Defendants represents there are approximately 12,107 Eligible Pay Periods worked by PAGA Members during the PAGA Period. If the actual number of pay periods increases by more than fifteen percent (15%) (i.e., if the total number of pay periods exceeds 13,923), Defendants will increase the Gross Settlement Amount by \$39.23 for each pay period in excess of 13,923 (the “Escalator Payment”).

9. "Final Order" means the Court's Order granting approval of the Joint Stipulation for Approval of the PAGA Settlement set forth in this Agreement, and dismissing the Action with prejudice.
10. "Funding Date" means twenty-five (25) calendar days after the Active Date.
11. "Gross Settlement Amount" or "GSA" means the maximum settlement amount that Defendants will pay in connection with the Settlement of the Action. The GSA is Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00), subject to the Escalator Payment memorialized in Paragraph 8, above. No part of the GSA shall revert to Defendants under any circumstances. Defendants shall pay no more and no less than the GSA to resolve the Action as described herein.
12. "LWDA Payment" means seventy-five percent (75%) of the PAGA Penalty Fund that shall be paid to the California Labor & Workforce Development Agency ("LWDA") pursuant to the PAGA for civil penalties.
13. "Net Settlement Amount" or "PAGA Penalty Fund" is the amount that remains after deduction of Plaintiffs' Counsel's Attorney's Fees and Costs, Plaintiffs' Service Award Payments, and the Settlement Administrator's fees and costs from the Gross Settlement Amount.
14. "Notice" means the written notice to be mailed to all PAGA Members with their settlement payment checks, once the Court enters its Final Order, and the Active Date occurs, in a form substantially similar to **Exhibit "A,"** and as approved by the Court.
15. "PAGA Member(s)" means any and all individuals who were employed by Defendants for at least one Eligible Pay Period in California during the PAGA Period.
16. "PAGA Settlement" or "Settlement" means the settlement of the Action memorialized in this Agreement.
17. "PAGA Period" or "Statutory Period" means the time period from June 30, 2021 through October 29, 2023.
18. "Plaintiffs' Counsel" means Daniel F. Gaines of Gaines & Gaines, APLC and Nazo Koulloukian of Koul Law Firm.
19. "Plaintiffs' Service Award Payment" means and refers to the individual settlement payment to Plaintiffs in the amount of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) each as consideration for Plaintiffs' execution of this Agreement and Plaintiff Farrar's general release of all claims against the Released Parties.
20. "Released Parties" means Defendants, and each of and all of its respective past, present and future agents, employees, officers, directors, partners, trustees, representatives, shareholders, stockholders, members, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, co-employers, dual employers, service providers, contracting partners, subcontractors, employee benefit plans and fiduciaries thereof, and all other persons and/or entities acting under, by, through or in concert with any of them.



21. "Settlement Administrator" means Phoenix Class Action Administration Solutions, or a different third-party administrator agreed to by the Parties and approved by the Court.

B. General

22. On or about June 30, 2022, Plaintiff Lucretia Farrar sent a PAGA Notice to the LWDA, with a copy to Defendants via U.S. Certified Mail, alleging the following claims against Defendants: (1) failure to pay all minimum and overtime wages; (2) failure to issues wages payable in cash, on demand, and without discount; (3) failure to pay meal and rest period premiums, overtime wages, and sick pay wages; (4) failure to authorize and provide rest periods; (5) failure to provide meal periods; (6) illegal deductions from wages; (7) failure to provide accurate and complete wage statements and maintain payroll records; (8) failure to pay wages timely upon separation of employment; (9) failing to timely pay wages during employment; and (10) failure to reimburse all necessary business expenses.

23. Without indication from the LWDA it intended to investigate the claims, on September 7, 2022, Plaintiff Lucretia Farrar filed the Action in the Superior Court of California, County of San Bernardino, which alleged the claims identified in her PAGA Notice.

24. On February 1, 2023, Plaintiff Lucretia Farrar amended her Complaint in the Action. The First Amended Class and Representative Action Complaint included the claims asserted in the Complaint, but also alleged a separate standalone class action claim for equitable relief for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, and seeks equitable relief, civil penalties, and an award of reasonable attorney's fees and costs.

25. On or about December 8, 2022, Plaintiff Arianna Carey sent a PAGA Notice to the LWDA, with a copy to Defendants via U.S. Certified Mail, alleging the following claims against Defendants: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to provide rest breaks; (3) failing to provide uninterrupted meal breaks & second meal breaks; (4) failing to reimburse for required business expenses; (5) failing to pay wages due upon termination; (6) failing to provide accurate itemized wage statements and violating record keeping requirement

26. Without indication from the LWDA it intended to investigate the claims asserted by Carey, on February 14, 2023, Plaintiff Arianna Carey filed a separate action in the Superior Court of California, County of San Bernardino, case no. CIVSB2305067, which alleged the claims identified in her PAGA Notice.

27. Plaintiffs subsequently filed a Second Amended Representative Action Complaint in the Action which asserts all parties and representative PAGA claims alleged in the Farrar Action and in the Carey Action, and dismissed the class claims previously alleged.

28. Defendants deny all of Plaintiffs' claims and allegations, as referenced in the Action and the PAGA Notices, and further deny any liability or wrongdoing of any kind associated with the claims alleged in the Action (or otherwise).

29. The Parties have conducted a thorough investigation into the facts of the Action. This included, among other things, informal discovery, and exchanging extensive information and key documents relating to the underlying alleged violations. After engaging in private mediation with Brandon McKelvey, Esq., and participating in post-mediation settlement discussions through the mediator, the Parties reached the proposed Settlement described in this Agreement, and believe



it is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree this Agreement constitutes a compromise of claims alleged by Plaintiffs on behalf of the State of California and the LWDA, and it is the desire and intention of the Parties to effect a final and complete resolution of the representative claims Plaintiffs have alleged against Defendants and/or any of the Released Parties. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendants.

30. Under California Law, the State may assess and collect civil penalties from employers for violations of certain provisions of the Labor Code. Labor Code §§ 2698, *et seq.* Under PAGA, however, if an “aggrieved employee” “give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated,” and the State thereafter decides not to investigate, as is the case here, or does investigate and determines a citation against the employer should not issue, the employee may, “as an alternative” to enforcement by the State, act as a proxy or agent of the state’s labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties “on behalf of himself or herself and other current or former employees.” *Id.* “[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees.” *Id.*

31. California Labor Code § 2699(1)(2) provides “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part.”

32. In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

C. Terms of Settlement

33. Subject to the Court’s approval of the Settlement pursuant to Labor Code § 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement of the Action.

34. Upon the Court entering the Final Order and the Active Date occurring, Defendants shall pay the non-reversionary Gross Settlement Amount of Four Hundred Seventy-Five Thousand Dollars and Zero Cents (\$475,000.00), subject to the Escalator Payment memorialized in Paragraph 8, above. The Gross Settlement Amount will be distributed in the following manner:

- a. **Settlement Administration Costs:** The costs associated with settlement administration will be paid from the Gross Settlement Amount, and shall not exceed \$5,000. The Administrator’s services will include, but not be limited to the following: updating PAGA Members’ mailing addresses through a search of the National Change of Address database maintained by the U.S. Post Office, and skip-tracing bad addresses on the return of the PAGA Members’ Notice and settlement payment checks; formatting and printing the Notice to be mailed to the PAGA Member with their settlement payment checks; calculating, issuing and mailing payments to LWDA and PAGA Members; performing tax reporting to the appropriate authorities, among other things called for by this Agreement. Subject to Court approval, the Parties agree to use Phoenix Class Action Administration Solutions as the Settlement Administrator.
- b. **Attorney’s Fees and Costs:** The Parties agree that, subject to the Court’s review and approval, Plaintiffs’ Counsel will be paid up to one-third of the GSA

(\$158,333.33) from the GSA, as reasonable attorney's fees, plus actual litigation costs of up to \$15,000.00, also to be paid from the GSA, incurred to litigate the Action and to obtain Court approval of the Settlement. Plaintiffs' Counsel's documented litigation costs are presently estimated at \$15,000.00. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs' counsel for the Attorney's Fees and Costs awarded. In no circumstance(s) shall Defendants be liable for any payment(s) of Attorney's Fees and Costs separate from the GSA.

- c. **Plaintiffs' Service Award Payments:** The Parties agree that, subject to the Court's review and approval, Plaintiffs will each be paid up to Ten Thousand Dollars and Zero Cents (\$10,000.00), which are Plaintiffs' Service Award Payments. The Settlement Administrator will issue an IRS Form 1099 to Plaintiffs for their Service Award Payments awarded.
- d. **PAGA Penalty Fund:** After deducting the Attorney's Fees and Costs, Plaintiffs' Service Award Payments, and Settlement Administration Costs from the Gross Settlement Amount, the remaining net settlement amount, the PAGA Penalty Fund, will be apportioned as required by the PAGA, Labor Code section 2699(i), with distribution of 75% to the LWDA (the "LWDA Payment"), and 25% to the PAGA Members. The PAGA Penalty Fund shall encompass all payments to the LWDA and to the PAGA Members.
- e. **PAGA Penalty Fund Allocation:** The PAGA Penalty Fund, estimated at \$194,833.33 shall be allocated \$146,125.00 (75%) for the LWDA Payment, and \$48,708.33 (25%) to the PAGA Members, to be distributed on a proportionate basis, using the number of Eligible Pay Periods each PAGA Member was employed during the PAGA Period, as detailed in Paragraph 43, herein.
- f. **Taxes and Reporting:** Each PAGA Member's individual share will be treated as non-wage income for which the Administrator shall issue an IRS Form 1099 to be mailed together with the PAGA Member's settlement check, and reported to the applicable governmental authorities, if required by law as determined by the Settlement Administrator.

D. Release as to the PAGA Representative Claims

35. Upon approval by the Court of this Settlement, and subject to Defendants' payment of the GSA, Plaintiffs, individually and in their representative capacity on behalf the State of California and the PAGA Members, will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, costs, attorney's fees, and causes of action for civil penalties under the PAGA, for the duration of the PAGA Period, based on the factual and legal allegations pled in the operative Second Amended Representative Action Complaint pursuant to PAGA as follows: (1) failure to pay all minimum and overtime wages under Labor Code §§ 200, 206, 206.5, 210, 216, 218, 218.6, 223, 510, 511, 558, and 1194; (2) failure to issues wages payable in cash, on demand, and without discount under Labor Code §§ 212 and 225.5; (3) failure to pay meal and rest period premiums, overtime wages, and sick pay wages under Labor Code §§ 246(d), 226.7, 510, 512, 558 and 1194; (4) failure to authorize and provide rest periods under Labor Code § 226.7; (5) failure to provide meal periods under Labor Code §§ 226.7, 512, and 558; (6) illegal deductions from wages under Labor Code §§ 221, 510, 558, and 1194; (7) failure to reimburse for required business expenses under Labor Code § 2802; (8) failure to provide accurate and complete wage statements under Labor Code §§ 226(a) and 226.3; (9) failure to timely pay wages during



employment under Labor Code §§ 204 and 210; (9) failure to pay wages timely upon separation of employment under Labor Code §§ 201-202 and 227.3, and the applicable Industrial Welfare Commission Wage Orders (the "Released PAGA Claims"). As part of the Court's approval of the Settlement Agreement, all other non-PAGA claims alleged in the Action, including the class action claims, shall be dismissed without prejudice.

36. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee Plaintiffs, but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order shall so reflect. The Final Order shall not bind or release the PAGA Members' individual wage claims (or other individual claims). However, in accordance with *Arias*, the Final Order shall be binding on the PAGA Members as to the Released PAGA Claims. A statement to this effect shall be included in the Notice sent to the PAGA Members mailed together with their Settlement payment checks and IRS 1099 Forms.

E. Settlement Approval and Implemental Procedures

37. Plaintiffs' Counsel shall prepare a Joint Stipulation for approval of the Settlement ("Joint Stipulation") pursuant to California Labor Code § 2699(I)(2) and to permit the filing of the Second Amended Complaint in the form attached hereto as **Exhibit B**, at the earliest possible date following the execution of this Agreement. Defendants' Counsel will work with Plaintiffs' Counsel to provide Plaintiffs' Counsel with, and allow Plaintiffs' Counsel to submit to the Court, adequate information related to the Released PAGA Claims to obtain approval of the Settlement pursuant to a reasonable request by Plaintiffs' Counsel. As required by Labor Code, at the time the Joint Stipulation is filed with the Court, Plaintiffs' Counsel shall submit the Joint Stipulation, together with its exhibits, to the LWDA.

38. Following the Effective Date and subject to Defendant's full payment of the Gross Settlement Amount, Plaintiff Carey shall dismiss her action pending in the San Bernardino County Superior without prejudice.

39. Within five (5) business days after the Effective Date, the Settlement Administrator shall send Defendants' Counsel electronic wiring instructions to fund the Gross Settlement Amount.

40. No later than the Funding Date, Defendants will send to the Settlement Administrator a list which shall provide for each PAGA Member, the following information: (1) full name; (2) last known address; (3) social security number; and (4) the number of Eligible Pay Periods (the "Data List"). The fact that Defendants may not possess/maintain/know any or all of the PAGA Members' contact information shall not constitute a breach of this Agreement or be grounds for enforcement; however, Defendants will conduct a reasonable search and diligent inquiry to obtain such information and provide to the Settlement Administrator. The Data List shall be treated as and remain confidential and be used solely to manage the notice and payment process described herein, and for no other purpose, and shall not be disclosed to anyone other than the Settlement Administrator, except as may be required by applicable taxing authorities, or pursuant to express written authorization of Defendants, the PAGA Members or by order of the Court.

41. No later than the Funding Date, Defendants shall wire the Gross Settlement Amount, i.e., \$475,000.00 to the Settlement Administrator. Upon receipt of payment from Defendants, the Administrator will distribute the Gross Settlement Amount as ordered by the Court. If an additional payment is required to fund the GSA pursuant to the of the Escalator Payment clause memorialized



in Paragraph 8, above, Defendants shall fund that payment no later than ten (10) calendar days after the Settlement administrator confirms the additional amount due. The Gross Settlement Amount must be fully funded prior to any disbursements will be made. Should Defendants fail to fund the Gross Settlement Amount at the time and in the amounts as provided for by this Agreement, and unless otherwise agreed upon by the Parties or ordered by the Court, Plaintiffs may elect to enforce this Agreement or, at their option, this Agreement and the settlement described within it, shall be rescinded, and the Parties shall be restored to their respective positions as of August 30, 2023.

42. The Settlement Administrator will perform all settlement administration duties, including (i) a National Change of Address ("NCOA") database search, (ii) skip trace to update PAGA Member addresses on the return of undelivered Notices and checks; , (iii) issuing the Notice and payments to Plaintiffs and all PAGA Members, (iv) issuing all required IRS forms, and reporting same to the applicable taxing authorities; and (v) issuing payment to the LWDA, PAGA Members, Plaintiffs' Counsel and to itself.

43. The Administrator shall have the authority and obligation to calculate the amounts of the PAGA Members' Settlement payments in accordance with the methodology set forth in this Agreement and orders of the Court. Each PAGA Member will be eligible to receive a Settlement payment based on the total number of his/her Eligible Pay Periods worked during the PAGA Period in relation to the aggregate number of Eligible Pay Periods worked by all PAGA Members during the PAGA Period, e.g.

$$\text{PAGA Member Payment} = \$48,708.33 \times \frac{\text{PAGA Member's Number of Eligible PAGA Pay Periods}}{\text{All PAGA Members' Eligible PAGA Pay Periods}}$$

44. All disbursements to the PAGA Members, the LWDA, the Settlement Administrator, and Plaintiffs' Counsel required under this Settlement Agreement shall be made within ten (10) business days after Defendants fully funds the GSA. Prior to disbursement, the Settlement Administrator will forward its calculations of the PAGA Members' Settlement payments to all counsel, and receive approval from all counsel as to such amounts. Any Party's failure to respond to the Settlement Administrator's request for approval within five (5) business days shall be deemed approval of the calculations.

45. PAGA Members shall have 180 calendar days after mailing to cash their individual settlement checks. If any PAGA Member's check is not cashed within that period, the check will be voided, and a stop-payment will be issued. Any funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of each respective PAGA Member whose check was uncashed and voided. Neither Defendants, Defendants' Counsel, Plaintiffs' Counsel, nor Plaintiffs will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Settlement will be paid out to PAGA Members whether or not they all cash their settlement checks. Therefore, Defendants will not be required to pay any interest on said amount. In no circumstance(s) shall Defendants be liable for any interest payment(s).

46. By no later than 240 days after mailing Settlement payment checks to all PAGA Members, the Settlement Administrator shall provide Plaintiffs' Counsel and Defendants' Counsel with a declaration setting forth the disbursements made to the PAGA Members, the LWDA, Plaintiffs' Attorneys for attorneys' fees and litigation costs, and to itself, and shall include information regarding the number of uncashed checks as of that date, the aggregate sum of uncashed



checks, and the timeline for transmittal of sum represented by all uncashed checks to California's Controller, Unclaimed Property Division (if applicable).

F. Miscellaneous Provisions

47. **Eligible Pay Periods:** Defendants have represented there are approximately 12,107 Eligible Pay Periods worked by the PAGA Members during the PAGA Period.

48. **Voiding the Agreement:** The Settlement Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment, or (c) the approval of the Settlement is reversed, modified or declared or rendered void by a court of competent jurisdiction. In that event, then neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

49. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

50. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

51. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendants and Defendants' counsel, take all necessary steps to secure the Court's approval of the Settlement, and the Final Order.

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

53. **No Admission:** Defendants deny any and all liability to Plaintiffs and/or the PAGA Members in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action based on the facts set forth in the First Amended Class and Representative Action Complaint. Nonetheless, Defendants wish to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendants also have taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiffs, have determined that it is desirable and

beneficial that Plaintiffs' claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

54. **Binding Settlement:** Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

55. **Enforcement Actions:** This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6, and the Court shall retain jurisdiction to enforce this Agreement. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any action or proceeding in this case under Section 664.6 or otherwise or separate legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

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

To Plaintiffs:

Daniel F. Gaines
Gaines & Gaines, APLC
4550 E Thousand Oaks Blvd, Suite 100
Westlake Village, CA 91362-3824

Nazo Koulloukian
Koul Law Firm
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010

To Defendants:

James S. Cooper
Janelle L. Menges
Levinson Arshonsky Kurtz & Komsky, LLP
15303 Ventura Blvd., Suite 1650
Sherman Oaks, CA 91403

57. **Construction:** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or them or their counsel participated in the drafting of this Settlement Agreement.

58. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

59. **Modification:** This Settlement Agreement may not be materially changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. Non-material changes requested by the Court may be made upon stipulation signed by all counsel. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

60. **Choice of Law:** This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

61. **Integration Clause:** This Settlement Agreement and the concurrently-executed individual settlement agreement for Plaintiffs contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

62. **Continuing Jurisdiction:** After entry of the Final Order, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 and as otherwise allowed by law solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters; and (iii) such post-Final Order matters as may be appropriate under court rules or as set forth in this Settlement.

63. **Waiver of Appeals:** The Parties waive all appeals from the Court's approval of the Agreement, unless the Court materially modifies the Agreement and/or unless a non-Party files an appeal.

64. **Publicity:** With respect to the Settlement, Plaintiffs, Defendants, Defendants' Counsel, and Plaintiffs' Counsel agree not to publicize, contact the media, or disclose to the public any information about the Settlement or the negotiation process, with the exception of filing this Settlement Agreement and the separate settlement agreement executed by Plaintiffs in their individual capacity with the Court, and submitting them to the LWDA, informing the Court of the manner in which the Settlement was obtained, and the reasons in support of the fairness of the Settlement only insofar as necessary to obtain Court approval of the settlement of the Action. Plaintiffs' Counsel may also respond to inquiries by PAGA Members and the LWDA. With respect to the terms of this Settlement, Plaintiffs' Counsel agree not to post the terms of the Settlement on their website or initiate contact with the media about its terms or the negotiations. If asked by the media, Plaintiffs' Counsel and Plaintiffs agree to state, "The matter was amicably settled. Any further information about the settlement may be obtained by going to the Court's website." Plaintiffs' Counsel agree that they will not circumvent this Agreement by facilitating or encouraging any PAGA Group member or any other individual to do what Plaintiffs and their counsel have agreed not to do.

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

66. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

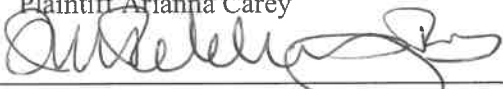
Dated: 10 / 16 / 2023

By: Lucretia Farrar
Plaintiff Lucretia Farrar

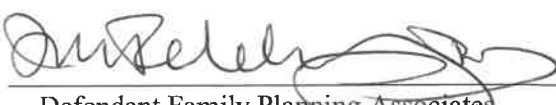
Dated: 11/27/2023

By: DocuSigned by:
Arianna Carey
Plaintiff Arianna Carey

Dated: 11/21/23

By: 
Defendant Allcare Medical Management, Inc.

Dated: 11/21/23

By: 
Defendant Family Planning Associates Medical Group, Inc.

AS TO FORM:

Gaines & Gaines, APLC

Dated: October 16, 2023

By: 
Daniel F. Gaines
Attorneys for Plaintiff Lucretia Farrar

Koul Law Firm

Dated: 11/27/2023

By: DocuSigned by:
Nazo Koulloukian
Nazo Koulloukian
Attorneys for Plaintiffs Arianna Carey

Levinson Arshonsky Kurtz & Komsky, LLP

Dated: 12/15/2023

By: DocuSigned by:
James Cooper
James S. Cooper
Janelle L. Menges
Attorneys for Defendants Allcare Medical Management, Inc. and Family Planning Associates Medical Group, Inc.

EXHIBIT A



«DATE»

«FIRST_NAME» «LAST_NAME»

«ADDRESS 1»

«ADDRESS 2»

Re: Settlement Payment from *Farrar, et al. v. Allcare Medical Management, Inc. et al.*

Dear «FIRST_NAME» «LAST_NAME»

By order of the San Mateo County Superior Court, enclosed is your payment from the settlement of the *Lucretia Farrar, et al. v. Allcare Medical Management, Inc. et al.*, litigation filed in the San Mateo County Superior Court, Case No. CIVSB2219370 (the “Lawsuit”).

The Lawsuit was filed against Defendants Allcare Medical Management, Inc. and Family Planning Associates Medical Group, Inc. (collectively referred to as “Defendants”) under the California Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.* (abbreviated “PAGA”) for alleged violations of the California Labor Code. The claim was brought on behalf of the State of California and all individuals employed by Defendants in California in a non-exempt position at any time from June 30, 2021 through October 29, 2023 (“PAGA Members”). You have been identified as a PAGA Member, on whose behalf the case was brought.

The plaintiffs in the Lawsuit claimed Defendants owe civil penalties under PAGA for violating certain provisions of the California Labor Code. As relevant to this Notice, the provisions of the California Labor Code that were alleged to have been violated are: (1) failure to pay all minimum and overtime wages under Labor Code §§ 200, 206, 206.5, 210, 216, 218, 218.6, 223, 510, 511, 558, and 1194; (2) failure to issues wages payable in cash, on demand, and without discount under Labor Code §§ 212 and 225.5; (3) failure to pay meal and rest period premiums, overtime wages, and sick pay wages under Labor Code §§ 246(d), 226.7, 510, 512, 558 and 1194; (4) failure to authorize and provide rest periods under Labor Code § 226.7; (5) failure to provide meal periods under Labor Code §§ 226.7, 512, and 558; (6) illegal deductions from wages under Labor Code §§ 221, 510, 558, and 1194; (7) failure to reimburse for required business expenses under Labor Code § 2802; (8) failure to provide accurate and complete wage statements under Labor Code §§ 226(a) and 226.3; (9) failure to timely pay wages during employment under Labor Code §§ 204 and 210; (9) failure to pay wages timely upon separation of employment under Labor Code §§ 201-202 and 227.3. Defendants vigorously deny they did anything wrong or owe any PAGA penalties to the State of California or to PAGA Members.

The San Bernardino County Superior Court has not ruled on the merits of the Lawsuit, but it has approved the settlement between the Parties, including the civil penalties settlement amount to be paid by Defendants. Pursuant to California law, a portion of that settlement amount goes to the State of California’s Labor and Workforce Development Agency, (“LWDA”). Another portion of the settlement amount goes to the PAGA Members. In agreeing to this settlement, Defendants do not admit that they are liable in any way to any individuals for the alleged violations. The settlement of this Lawsuit and Final Approval Order and Judgment does not in any way release a PAGA Member’s individual claims, to the extent a PAGA Member may have any individual claims.



You are receiving this payment as your share of the settlement. You have 180 days to cash the settlement check. If you do not cash your check by this date, the money will be transferred to the State of California Unclaimed Property Fund, from which you may recover the money at a future time. You will receive an IRS Form 1099 form for the amount of your settlement check, if required by law. If you have lost or misplaced your settlement check, you should contact the Administrator at the toll-free number shown at the top of this letter. It is strongly recommended that all checks be cashed immediately upon receipt. Defendants will not in any manner retaliate against any individual who cashes their settlement check.

You are not a party to the Lawsuit, but you and the State of California will be bound by the order in this matter approving the settlement and entering judgment in the Lawsuit, as well as to the release of claims in this Lawsuit, only as to civil penalties under PAGA.

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

Upon approval by the Court of this Settlement, and subject to Defendants' payment of the Gross Settlement Amount, Plaintiffs, individually and in their representative capacity on behalf the State of California and the PAGA Members, will fully and finally release and discharge the Released Parties from all claims, rights, demands, liabilities, costs, attorney's fees, and causes of action for civil penalties under the PAGA, for the duration of the PAGA Period, based on the factual and legal allegations pled in the operative Second Amended Representative Action Complaint pursuant to PAGA as follows: (1) failure to pay all minimum and overtime wages under Labor Code §§ 200, 206, 206.5, 210, 216, 218, 218.6, 223, 510, 511, 558, and 1194; (2) failure to issues wages payable in cash, on demand, and without discount under Labor Code §§ 212 and 225.5; (3) failure to pay meal and rest period premiums, overtime wages, and sick pay wages under Labor Code §§ 246(d), 226.7, 510, 512, 558 and 1194; (4) failure to authorize and provide rest periods under Labor Code § 226.7; (5) failure to provide meal periods under Labor Code §§ 226.7, 512, and 558; (6) illegal deductions from wages under Labor Code §§ 221, 510, 558, and 1194; (7) failure to reimburse for required business expenses under Labor Code § 2802; (8) failure to provide accurate and complete wage statements under Labor Code §§ 226(a) and 226.3; (9) failure to timely pay wages during employment under Labor Code §§ 204 and 210; (9) failure to pay wages timely upon separation of employment under Labor Code §§ 201-202 and 227.3, and the applicable Industrial Welfare Commission Wage Orders (the "Released PAGA Claims").

The "Released Parties" are Defendants, and each of and all of its respective past, present and future agents, employees, officers, directors, partners, trustees, representatives, shareholders, stockholders, members, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, co-employers, dual employers, service providers, contracting partners, subcontractors, employee benefit plans and fiduciaries thereof, and all other persons and/or entities acting under, by, through or in concert with any of them.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter) or Plaintiffs' Counsel as follows:



Attorneys for Plaintiffs:

Daniel F. Gaines, Esq.

Alex P. Katofsky, Esq.

Evan S. Gaines, Esq.

GAINES & GAINES, APLC

4550 East Thousand Oaks Boulevard, Suite 100

Westlake Village, CA 91362

Telephone: (866) 550-0855

Nazo Koulloukian

KOUL LAW FIRM

3435 Wilshire Blvd., Suite 1710

Los Angeles, CA 90010

Telephone: (213) 761-5484

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY
QUESTIONS ABOUT THE LAWSUIT OR THE SETTLEMENT**

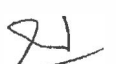


EXHIBIT D