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Attorneys for Plaintiff Iris Franco, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

IRIS FRANCO, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

ACCLAIM HOME CARE, INC., a California
corporation, BROOKDALE SENIOR LIVING
COMMUNITIES, INC., a Delaware
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 22CV001395

*Assigned to the Hon. Scott R.L. Young,
Courtroom B*

**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: November 15, 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 Iris Franco (“Plaintiff”)
4 in this Action. I have personal knowledge of the facts set forth herein and if called as a witness to
5 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 August 10, 2022, my office, on behalf of Plaintiff, transmitted a letter to the
22 California Labor & Workforce Development Agency (“LWDA”) and Defendant Acclaim Home
23 Care, Inc. (“Defendant Acclaim”) in compliance with the exhaustion requirements of the California
24 Labor Code Private Attorneys General Act (“PAGA”), articulating claims related to the failure to pay
25 all minimum and overtime wages earned, failure to pay for all time spent on-call, failure to pay all
26 wages due by making unlawful deductions, failure to pay premium wages for missed rest and meal
27 periods, failure to reimburse all business-related expenses, failure to timely pay all wages due during
28 employment, failure to issue accurate wage statements, and failure to timely pay all wages due at the

1 separation of employment. A true and correct copy of the August 10, 2022 letter to the LWDA is
2 attached hereto as Exhibit “B.”

3 7. On September 7, 2022, my office transmitted a second letter to the LWDA and
4 Defendant Acclaim and Defendant Brookdale Senior Living Communities, Inc. (“Defendant
5 Brookdale”) (hereinafter, Defendant Acclaim and Defendant Brookdale are collectively referred to
6 as “Defendants”) to include claims against Defendant Brookdale. A true and correct copy of the
7 September 7, 2022 letter to the LWDA is attached hereto as Exhibit “C.”

8 8. On November 15, 2022, Plaintiff filed her Representative Action Complaint on
9 November 15, 2022 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code
10 §§ 201, 202, 204, 221, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, and 2802 and penalties pursuant
11 to Labor Code § 2699(a) for violations of Labor Code §§ 210, 225.5, 226.3 and 558 (“the Action”).

12 9. During the course of the litigation, my office and Defendants’ counsel engaged in
13 informal discovery and fully shared the information necessary for all sides to conduct a legitimate
14 investigation into the allegations of the action and potential defenses thereto. Plaintiff and Defendants
15 (hereinafter Plaintiff and Defendants are collectively referred to as the “Parties”) have reached this
16 settlement only after discovery and investigation was performed.

17 10. My office obtained and reviewed multiple documents, including (i) Plaintiff’s
18 employee file and wage statements, (ii) policy documents relating to the employment of Plaintiff and
19 PAGA Settlement Employees, and (iii) data relating to the number of alleged violations and the value
20 of the recoverable penalties, including Plaintiff’s time and payroll data.

21 11. Based on the information received, as well as through discussions with Defendants’
22 Counsel, my office was able to (i) determine the total number of distinct individuals falling within
23 the definition of “PAGA Settlement Employees” for the relevant statutory period, and (ii) construct
24 a damage model that calculated the maximum realistic amount of PAGA penalties that could be levied
25 against Defendants within the PAGA Period. Defendants, however, disputed Plaintiff’s claims and
26 disputed both the existence of and extent of liability as alleged by Plaintiff. Based on the information
27 received, as well as through discussions with Defendants’ counsel, my office was able to ascertain (i)
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1 the size of the PAGA Settlement Employees group, (ii) the number of affected pay periods at issue
2 among them, and (iii) the strength of Plaintiff's claims.

3 12. Being fully apprised of the value and strength of Plaintiff's claims, the Parties
4 successfully negotiated a settlement of Plaintiff's claims asserted in the Action through arm's-length
5 negotiations assisted by respected mediator, T. Warren Jackson, Esq. The terms and conditions of the
6 settlement are set forth in the Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement
7 Agreement ("Settlement" or "Settlement Agreement"). The Settlement Agreement resolves all claims
8 asserted in the Action and contemplates that the Action will be dismissed with prejudice in exchange
9 for the consideration set out in the Settlement Agreement. Attached hereto as Exhibit "D" is a true
10 and correct copy of the Parties' Settlement Agreement.

11 13. Defendants denied and continue to deny any liability to Plaintiff or any other allegedly
12 aggrieved employee for any violations alleged in the Action. Defendants contend they acted within
13 the requirements of California law at all times as to all PAGA Settlement Employees. They further
14 contend that not every pay period at issue involved an alleged Labor Code violation subject to civil
15 penalties. Moreover, they maintain that even if the Court did award penalties, the Court could and
16 would substantially reduce the penalties awarded based on the discretionary factors contained in
17 Labor Code § 2699(e)(2). Defendants also argued that they had valid and enforceable arbitration
18 agreements, which could preclude the litigation of PAGA claims on a representative basis altogether,
19 given the United States Supreme Court's ruling in *Viking River Cruises v. Moriana*, 142 S.Ct. 734
20 (2022).

21 14. My office and Defendants' counsel considered the fact that the existence of numerous
22 disputes of fact in this case make the outcome uncertain. In the estimation of my office and counsel
23 for Defendants, the delay, inconvenience, distraction, and uncertainty imposed by the litigation
24 demands would far outweigh the potential benefits of additional litigation.

25 15. Based on the information and documents obtained through informal discovery, these
26 disputes, which had the potential to completely eliminate Plaintiff's recovery, and the range of
27 realistic "litigation outcomes" on the Plaintiff's PAGA claim, my office assessed the maximum value
28 of the PAGA claims (without stacking) to be approximately \$350,900 (at the rate of a \$100 penalty

1 for 3,509 total pay periods at issue for approximately 292 aggrieved employees during the applicable
2 time frame).

3 16. As set forth in the Settlement Agreement, the amount of the Settlement is \$247,700
4 which represents over 70% of the maximum recoverable discretionary penalties and includes an
5 apportionment of attorneys' fees and costs and a Service Award to Plaintiff. As such, this factor
6 weighs very heavily in favor of resolution by way of the compromise set forth in the Settlement.

7 17. The Parties agree that the concurrently filed Stipulation should be sufficient for
8 purposes of approving the settlement of the Action as set out in the Settlement Agreement pursuant
9 to the requirements set out in Labor Code § 2699(1)(2). Accordingly, the Parties respectfully request
10 that the Court enter the accompanying Order, approving the Settlement, as permitted by Labor Code
11 § 2699(1), and dismissing this Action with prejudice.

12 18. The Parties further agree that, after entry of this Order and pursuant to California Code
13 of Civil Procedure § 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this
14 Action over all Parties and PAGA Settlement Employees to interpret and enforce the terms, conditions
15 and obligation of the Agreement.

16 19. On July 25, 2023, my office uploaded the proposed Settlement Agreement and these
17 accompanying approval documents to the LWDA through the State of California, Department of
18 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)
19 [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
20 hereto as Exhibit "E."

21 I declare, under penalty of perjury, under the laws of the State of California, that the foregoing
22 is true and correct. Executed on July 25, 2023 at Westlake Village, California.

23 *Daniel F. Gaines*
24 DANIEL F. GAINES
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EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

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

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

August 10, 2022

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Acclaim Home Care Inc.
4340 Redwood Highway, A14
San Rafael, CA 94903

Defendant mailed certified # 70211970000187800485

Agent for Service of Process for Acclaim Home Care Inc.
Randolph De Leon
754 West Boyd Road
Pleasant Hill, CA 94523

Agent mailed certified # 70211970000187800492

Chancellor Health Care, LLC
115 Johnson St
Windsor, CA 95492

Defendant mailed certified # 70211970000187800508

Agent for Service of Process for Chancellor Health Care, LLC
C T Corporation System
330 N Brand Blvd., Ste 700
Glendale, CA 91203

Agent mailed certified # 70211970000187800515

Re: ***Labor Code Violations of Acclaim Home Care Inc. and Chancellor Health Care, LLC
– Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Iris Franco, a former non-exempt California employee of Acclaim Home Care Inc. and/or Chancellor Health Care, LLC (“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 Northern 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 California employees (“Aggrieved Employees”).

Our client alleges that Defendants failed to pay all minimum and overtime wages earned during the course of employment to her and other non-exempt Aggrieved Employees, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Our client and other non-exempt Aggrieved

Labor & Workforce Development Agency
Acclaim Home Care Inc.
Randolph De Leon
Chancellor Health Care, LLC
C T Corporation System
August 10, 2022
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Employees worked off-the-clock, without compensation: they were not paid for time spent answering work-related calls and text messages outside of their scheduled shifts. This violates Labor Code §§ 510, 558, 1194, and 1194.2.

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

Our client alleges that Defendants failed to pay all wages due to her and other Aggrieved Employees by making unlawful deductions from their wages, in violation of Labor Code §§ 221, 225.5, 510, and 1194 and IWC Wage Order No. 5-2001. Defendants improperly made deductions from our client's wages. Labor Code § 221 states that it is "unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Defendants' practice of unlawfully deducting wages from our client and other Aggrieved Employees violates Labor Code §§ 221, 225.5, 510 and 1194 and IWC Wage Order No. 5-2001, section 7

Defendants failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Our client and other non-exempt 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 for missed rest periods. When rest periods were provided, our client and other non-exempt Aggrieved Employees were required to carry, be alert to, and use a radio, resulting in on-duty rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 5-2001.

Defendants failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order 5-2001. Our client and other non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for

every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first or second meal period. When meal periods were provided, our client and other non-exempt Aggrieved Employees were required to carry, be alert to, and use a radio, resulting in on-duty meal periods. Furthermore, Defendants also failed to maintain meal period records which track the start and stop time of meal periods, if one ever occurred. This violates Labor Code §§ 226.7, 512, 558, 1174, and 1174.5, and IWC Wage Order 5-2001.

Defendants failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their personal cell phones. Labor Code § 2802 requires that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendants' failure to do so has violated this section.

Our client and other Aggrieved Employees were not timely paid all wages due during their employment, in violation of Labor Code §§ 204 and 210. Defendants paid our client and other Aggrieved Employees on a semi-monthly basis, but failed to issue them all their wages for work "performed between the 1st and 15th days" no later than the 26th and for work "performed between the 16th and the last day, inclusive, of any calendar month" no later than the 10th day of the following month as required by Labor Code § 204(a); instead, our client and other Aggrieved Employees were paid ten or more days after the time frames required by Labor Code § 204(a). This subjects Defendants to penalties as authorized by Labor Code § 210.

Our client further alleges that Defendants failed to provide her and other non-exempt 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 non-exempt 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 was terminated, she was not issued her final wages on the day of her termination—instead, she was issued her final wages fifteen days later. Our client alleges that Defendants maintain a policy to untimely pay final wages to their former

Labor & Workforce Development Agency
Acclaim Home Care Inc.
Randolph De Leon
Chancellor Health Care, LLC
C T Corporation System
August 10, 2022
Page 4

employees. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendants.

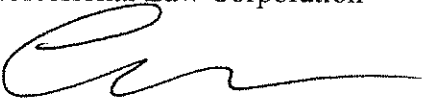
The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

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.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 

EVAN S. GAINES

EXHIBIT C

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

September 7, 2022

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Acclaim Home Care Inc.
4340 Redwood Highway, A14
San Rafael, CA 94903

Defendant mailed certified # 70211970000187800935

Agent for Service of Process for Acclaim Home Care Inc.
Randolph De Leon
754 West Boyd Road
Pleasant Hill, CA 94523

Agent mailed certified # 70211970000187800942

Chancellor Health Care, LLC
115 Johnson St
Windsor, CA 95492

Defendant mailed certified # 70211970000187800959

Agent for Service of Process for Chancellor Health Care, LLC
C T Corporation System
330 N Brand Blvd., Ste 700
Glendale, CA 91203

Agent mailed certified # 70211970000187800966

Brookdale Senior Living Communities, Inc.
111 Westwood Place, Suite 400
Brentwood, TN 37027

Defendant mailed certified # 70211970000187800973

Agent for Service of Process for Brookdale Senior Living Communities, Inc.
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

Agent mailed certified # 70211970000187800980

Re: ***Labor Code Violations of Acclaim Home Care Inc., Chancellor Health Care, LLC, and Brookdale Senior Living Communities, Inc. – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act
LWDA Case No.: LWDA-CM-900843-22***

Labor & Workforce Development Agency
Acclaim Home Care Inc.
Randolph De Leon
Chancellor Health Care, LLC
C T Corporation System
Brookdale Senior Living Communities, Inc.
CSC - Lawyers Incorporating Service
September 7, 2022
Page 2

Dear LWDA:

This letter supplements and clarifies our letter dated August 10, 2022 and alleges claims against an additional Defendant.

This office represents Iris Franco, a former non-exempt California employee of Acclaim Home Care Inc., Chancellor Health Care, LLC, and/or Brookdale Senior Living Communities, Inc. ("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 Northern 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 California employees ("Aggrieved Employees").

Our client alleges that Defendants failed to pay all minimum and overtime wages earned during the course of employment to her and other non-exempt Aggrieved Employees, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Our client and other non-exempt Aggrieved Employees worked off-the-clock, without compensation: they were not paid for time spent answering work-related calls and text messages outside of their scheduled shifts. This violates Labor Code §§ 510, 558, 1194, and 1194.2.

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

Our client alleges that Defendants failed to pay all wages due to her and other Aggrieved Employees by making unlawful deductions from their wages, in violation of Labor Code §§ 221, 225.5, 510, and 1194 and IWC Wage Order No. 5-2001. Defendants improperly made deductions from our client's wages. Labor Code § 221 states that it is "unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said

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employee.” Defendants’ practice of unlawfully deducting wages from our client and other Aggrieved Employees violates Labor Code §§ 221, 225.5, 510 and 1194 and IWC Wage Order No. 5-2001, section 7.

Defendants failed to pay premium wages to our client and other non-exempt Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 5-2001. Our client and other non-exempt 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 for missed rest periods. When rest periods were provided, our client and other non-exempt Aggrieved Employees were required to carry, be alert to, and use a radio, resulting in on-duty rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 5-2001.

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Defendants failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, the use of their personal cell phones. Labor Code § 2802 requires that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, and Defendants’ failure to do so has violated this section.

Our client and other Aggrieved Employees were not timely paid all wages due during their employment, in violation of Labor Code §§ 204 and 210. Defendants paid our client and other Aggrieved Employees on a semi-monthly basis, but failed to issue them all their wages for work “performed between the 1st and 15th days” no later than the 26th and for work “performed between the 16th and the last day, inclusive, of any calendar month” no later than the 10th day of the following month as required by Labor Code § 204(a); instead, our client and other Aggrieved

Labor & Workforce Development Agency
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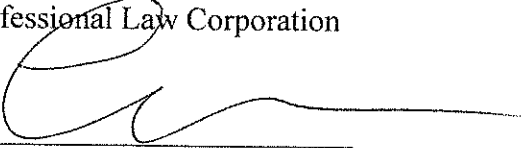
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Our client further alleges that Defendants failed to provide her and other non-exempt Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other non-exempt 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 was terminated, she was not issued her final wages on the day of her termination—instead, she was issued her final wages fifteen days later. Our client alleges that Defendants maintain a policy to untimely pay final wages to their former employees. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendants.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: 

EVAN S. GAINES

Cc: Michael W. Nelson, Esq.
Attorney for Acclaim Home Care Inc.

Henry L. Sanchez, Esq.
Attorney for Chancellor Health Care, LLC

EXHIBIT D

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

Subject to the approval of the Court, this Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff **Iris Franco**, acting in a private attorney general capacity, on behalf of the State of California on behalf of herself and all PAGA Settlement Employees, and Defendants **Acclaim Home Care, Inc. and Brookdale Senior Living Communities, Inc.** (collectively, the “Parties”).

I. DEFINITIONS

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

1. “Action” means the matter entitled *Iris Franco v. Acclaim Home Care, Inc., et al.*, pending in the Napa County Superior Court of the State of California, Case No. 22CV001395.
2. “Complaint” means the operative pleading filed in the Action.
3. “Defendants” means Acclaim Home Care, Inc. (“Acclaim”) and Brookdale Senior Living Communities, Inc. (“Brookdale”), and includes any of Defendants’ past, present, and future officers, directors, employees, agents, board members, shareholders, attorneys, insurers, reinsurers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.
4. “Effective Date” of the Settlement means the date upon which the Court enters the order approving this Settlement.
5. “Gross Settlement Amount” is the sum of Two Hundred Forty-Seven Thousand Seven Hundred Dollars and Zero Cents (\$247,700.00), which represents the total amount payable by Defendant Acclaim under this Settlement Agreement for the release of the Released Claims and includes payments to all PAGA Settlement Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment to the Settlement Administrator, and payment to Plaintiff for Plaintiff’s Service Award.
6. “Individual PAGA Payment” means the pro rata amount to be paid to each PAGA Settlement Employee from the twenty-five percent (25%) portion of the PAGA Payment allocated to employees; such individual share to be based on the number of pay periods during which a PAGA Settlement Employee worked for Acclaim during the PAGA Period.
7. “LWDA” means the California Labor and Workforce Development Agency.
8. “LWDA Letters” means the letters Plaintiff submitted to the LWDA on August 10, 2022, and September 7, 2022.
9. “Net Settlement Amount” or “PAGA Payment” is the amount remaining to distribute to the LWDA and PAGA Settlement Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Attorneys’ Fees of up to 35% of the Gross Settlement Amount (Eighty-Six Thousand Six Hundred Ninety-

Five Dollars and Zero Cents (\$86,695.00)); (b) Plaintiff's Costs up to Twelve Thousand Dollars and Zero Cents (\$12,000.00); (c) Plaintiff's Service Award up to Ten Thousand Dollars and Zero Cents (\$10,000.00); and (c) PAGA Settlement Administration costs currently estimated at Five Thousand Dollars and Zero Cents (\$5,000.00).

10. "Parties" means Plaintiff and Defendants.

11. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

12. "PAGA Period" means the time period from August 10, 2021, through the Effective Date, or July 24, 2023, whichever occurs first. As of the execution of this Settlement Agreement, through March 31, 2023, Acclaim estimates there are approximately 3509 eligible pay periods worked during the PAGA Period by approximately 292 PAGA Settlement Employees. These numbers include direct employees of Acclaim, but not Brookdale.

13. "PAGA Representative Counsel" means Gaines & Gaines, APLC, located at 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362.

14. "PAGA Settlement Employee" or "PAGA Settlement Employees" means and includes all current and former employees who worked for Acclaim in the State of California during the PAGA Period. Direct employees of Brookdale are not included in this Settlement.

15. "Plaintiff" means Iris Franco.

16. "Service Award" means the amount payable to Plaintiff in recognition of her efforts and work in prosecuting the Action and in exchange for her General Release, in the amount of Ten Thousand Dollars (\$10,000.00) to be approved by the Court.

17. "QSF" means qualified settlement fund.

18. "Released Claims" means all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, arising from or reasonably related to the claims which were asserted in the Action and Complaint under PAGA based on facts alleged in the operative Complaint in the Action and LWDA Letters, including a PAGA claim against Defendants for civil penalties on behalf of Plaintiff and the LWDA based on the following underlying Labor Code violations: 201, 202, 203, 204, 210, 221, 225.5, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 2802, 2699, *et seq.*, violation of any Industrial Welfare Commission Order, and any other claims asserted in the Action and operative Complaint.

19. "Released Parties" means Acclaim Home Care, Inc., Brookdale Senior Living Inc., Brookdale Senior Living Communities, Inc., and their past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, franchisors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, assigns, and any individual or entity that could be jointly liable with Defendants.

20. "Settlement Administrator" means Phoenix Settlement Administrators.

21. "PAGA Settlement Administration Costs" means the cost, currently estimated at Five Thousand Dollars (\$5,000), to be paid to the Settlement Administrator for administering the Settlement, including sending checks and Settlement Notices to the PAGA Settlement Employees.

22. "Settlement Notice" means an explanatory letter to be sent by the Settlement Administrator to PAGA Settlement Employees, substantially in the form attached hereto as **Exhibit A**.

II. RECITALS

1. Acclaim employed Plaintiff during the PAGA Period.

2. On August 10, 2022, and September 7, 2022, Plaintiff provided written notice to the LWDA and Defendants pursuant to Labor Code section 2699.3 of *inter alia* alleged violations of the California Labor Code and Industrial Welfare Commission Orders.

3. On November 15, 2022, Plaintiff filed the Action, pursuant to PAGA, on behalf of the State of California and other aggrieved employees alleging multiple violations of the California Labor Code and Industrial Welfare Commission Wage Orders by Defendants.

4. The Parties have independently analyzed and investigated the facts and law relevant to this case through discovery, including, but not limited to, the employment policies, procedures, and practices implicated by the Complaint and/or the LWDA Letters; timekeeping and payroll records for employees on whose behalf the Complaint and/or the LWDA Letters are asserted; and summaries of data pertaining to the number of employees allegedly affected by the policies, procedures, and practices implicated by the Complaint and/or the LWDA Letters.

5. After evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating this case to judgment, and after engaging in arm's-length settlement negotiations through informed counsel, the Parties agreed to fully and finally, and exclusively, resolve the Released Claims as to Plaintiff and the PAGA Settlement Employees, subject to Court approval.

6. This Settlement contemplates the entry of an Order by the Court approving the payment allocated for settlement of PAGA penalties to the LWDA, Plaintiff and PAGA Settlement Employees, and the dismissal with prejudice of the Action.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, PAGA Settlement Employees or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Defendants specifically disclaim any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her/their rights, or for any alleged violation of any order, law, statute, duty or contract. Defendant Brookdale Senior Living Communities, Inc. further disputes that it employed Plaintiff or any of the PAGA Settlement Employees. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant

inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Acclaim shall pay Two Hundred Forty-Seven Thousand Seven Hundred Dollars and Zero Cents (\$247,700.00) as the Gross Settlement Amount. Acclaim will not pay more than the Gross Settlement Amount, except as otherwise stated in this Agreement. Acclaim shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) business days after the Effective Date.

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to be distributed to the LWDA and PAGA Settlement Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendants will not oppose Plaintiff's request for Plaintiff's Attorneys' Fees of up to 35% of the Gross Settlement Amount (Eighty-Six Thousand Six Hundred Ninety-Five Dollars and Zero Cents (\$86,695.00)) and Plaintiff's Costs up to Twelve Thousand Dollars (\$12,000.00) incurred in prosecuting this Action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiff, the difference will be added to the PAGA Payment.

b. **Administration Cost.** Defendants will not oppose the Settlement Administrator's costs, currently estimated at Five Thousand Dollars (\$5,000), for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

c. **Plaintiff's Service Award Payment.** Defendants will not oppose a request for service payment to Plaintiff in an amount up to Ten Thousand Dollars and Zero Cents (\$10,000.00) in recognition of her efforts and work in prosecuting this Action and in exchange for her General Release. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

4. **PAGA Payment.** A portion of the PAGA Payment will be allocated to the LWDA and the remainder will be allocated to PAGA Settlement Employees in settlement of the Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Payment shall be allocated as follows:

a. Seventy-five percent (75%) will be paid to the LWDA, as required by California Labor Code section 2699(i).

b. Twenty-five percent (25%) will be paid to the PAGA Settlement Employees, divided on a pro rata basis among them and distributed by the Settlement Administrator as Individual PAGA Payments, as required by California Labor Code section 2699(i).

c. The payments will be reported as penalties on IRS Forms 1099 issued to the LWDA and each PAGA Settlement Employee. The Settlement Administrator will be responsible for issuing to PAGA Settlement Employees and PAGA Representative Counsel any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

5. **Representative PAGA Release.** As of the Effective Date, subject to Acclaim's full payment of the Gross Settlement Amount, all PAGA Settlement Employees and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff, PAGA Settlement Employees, and the State of California shall be deemed to have, and by operation of the Order granting approval of the payment of the PAGA Payment as described in this Agreement, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims. This release is limited to periods of employment with Acclaim in California during the PAGA Period.

6. **Released Claims.** Upon the Effective Date, Plaintiff and all PAGA Settlement Employees and the LWDA will be forever barred from pursuing any and all Released Claims against Acclaim in California during the PAGA Period. The LWDA or PAGA Settlement Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, the LWDA and PAGA Settlement Employees shall be deemed to have, and by operation of the Court's Order approving Settlement shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. It is the intent of the Parties that the Settlement approval order entered by the Court shall have full *res judicata* effect and be final and binding upon the LWDA and PAGA Settlement Employees regarding the Released Claims. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)*, 46 Cal.4th 969 (2009) and *Cardenas v. McLane Foodservice, Inc.*, 796 F.Supp.2d 1246 (2011), PAGA Settlement Employees shall be deemed to have released the Released Claims regardless of whether their settlement check is cashed or not.

Plaintiff's General Release. Upon the Effective Date, and subject to Acclaim's full payment of the Gross Settlement Amount, Plaintiff hereby fully and finally releases and discharges the Released Parties from any and all of the Released Claims and from any and all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or unknown, suspected or unsuspected, that Plaintiff had, now has, or may hereafter claim to have against the Released Parties arising out of, or relating in any way to, the Plaintiff's hiring by, employment with, separation of employment with, or otherwise relating to the Released Parties (collectively with Released Claims, "Plaintiff's Released Claims"), arising or accruing through the date of Plaintiff's signature on this Agreement. Carved out from – and specifically not included in – Plaintiff's Released Claims, are the claims alleged in the action titled *Franco v. Acclaim Home Care, Inc., et al.*, Napa County Superior Court, Case No. 23CV000447 (the "Excluded Claims"). These Excluded Claims are not released by this Agreement and shall proceed notwithstanding Plaintiff's signature on this hereto.

7. With the sole exception of the Excluded Claims, the Plaintiff's Released Claims include, but are not limited to, claims arising from or dependent on the California Labor Code; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code § 17200 et seq.; the California Fair Employment and Housing Act, Cal. Gov't Code § 12900 et seq.; the California common law of contract and tort; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Age

Discrimination in Employment Act (ADEA); the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; the Portal to Portal Act, 29 U.S.C. § 251 et seq.; other federal, state or local employment practices, legislation or regulations; federal or state common law; and/or retaliation, harassment, wrongful termination, or breach of express or implied contract or against public policy.

To effect a full and complete general release as described above, except with respect to the Excluded Claims, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows: **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Thus, except with respect to the Excluded Claims, which will not be released as part of this Settlement, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims.

8. **Filing of Request for Approval of PAGA Settlement by Plaintiff's Counsel.**

The Parties will cooperate in obtaining, through an unopposed or joint motion/stipulation, an order from the Court approving the terms of this Agreement at the earliest possible date following the execution of this Agreement. Plaintiff's counsel shall be responsible for filing either a joint or unopposed motion / stipulation for approval of the Settlement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter an Order approving the settlement.

As part of the request to approve the Settlement, Plaintiff shall submit a proposed order granting approval of this Settlement. The Order granting approval of the settlement shall provide for a dismissal, with prejudice, of the entire Action and the Complaint. The Court shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court entering such an Order approving this Settlement as set forth herein.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Settlement Administrator will be responsible for establishing a QSF and issuing payments and appropriate tax forms to PAGA Settlement Employees, the LWDA, and Plaintiff's counsel.

2. **Provision of Information for PAGA Settlement Employees.** Within fourteen (14) calendar days after the Effective Date, Acclaim will provide the information regarding the PAGA Settlement Employees to the Settlement Administrator. This information will include the name, most recently known address, social security number, and total pay periods worked for each

of the PAGA Settlement Employees during the PAGA Period. The list shall also include the sum total of all pay periods worked by PAGA Settlement Employees during the PAGA Period. As social security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

The Settlement Administrator will calculate the amount to be received by each PAGA Settlement Employee. Within five (5) calendar days of receiving the Gross Settlement Amount, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each PAGA Settlement Employee, and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for PAGA Settlement Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Settlement Employees' addresses.

Within ten (10) court days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator will issue payments to: (a) PAGA Settlement Employees along with an explanatory letter ("Settlement Notice"); (b) the LWDA; (c) Plaintiff's counsel; (d) Plaintiff; and (e) itself.

4. **Undeliverable Notices.** Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or social security number of the PAGA Settlement Employees involved, and will then perform a single re-mailing. Individual PAGA Payment checks will remain negotiable for one hundred eighty (180) calendar days from issuance, and PAGA Settlement Employees will have one hundred eighty (180) calendar days from the date of issuance to cash their Individual PAGA Payment checks. If a PAGA Settlement Employee's check is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that PAGA Settlement Employee to that address, but this re-mailing will not extend the 180-day period to cash a check. Funds represented by Individual PAGA Payment checks returned as undeliverable and those Individual PAGA Payment checks remaining un-cashed for more than one hundred eighty (180) calendar days after issuance will be paid to Court Appointed Special Advocates of Alameda County.

Defendants fully discharge their obligations to those PAGA Settlement Employees who are entitled to an Individual PAGA Payment through the Settlement Administrator's mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Settlement Employees.

5. **Accounting.** Within fifteen (15) calendar days of receiving approval from both Parties' counsels of the payment calculations, the Settlement Administrator will provide an

accounting under oath to the Parties of the amounts paid from the Settlement, via a declaration or otherwise.

6. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed one hundred percent (100%) as penalties and paid via IRS Form 1099 issued to each PAGA Settlement Employee. The Parties and their counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Escalator Clause.** As of the execution of this Settlement Agreement, through March 31, 2023, Acclaim estimates there are approximately 3509 eligible pay periods worked during the PAGA Period by approximately 292 PAGA Settlement Employees. Should the total number of pay periods or PAGA Settlement Employees through the end of the PAGA Period exceed these estimates by 20% or more, the Gross Settlement Amount shall increase proportionately for each additional pay period and/or PAGA Settlement Employee in excess of the 20% threshold. The greater increase (pay periods v PAGA Settlement Employees) will control the increase to the Gross Settlement Amount.

2. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties through informed counsel and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

3. **No Impact on Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff or any PAGA Settlement Employee under the Settlement will modify any previously credited hours or service under any employee benefit plan, policy or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under or any other monetary entitlement under Defendants' sponsored benefit plans, policies or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently or on a going-forward basis, as salary, earnings, wages or any other form of compensation for the purposes of any Defendants' benefit plan, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

4. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors.

5. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement, the Action, and Plaintiff's

claims, except as otherwise set forth specifically herein. This shall have no effect on, and will in no way limit, the attorneys' fees and costs associated with the prosecution of the Excluded Claims.

6. **Authority.** Defendants represent and warrant that the undersigned have the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that Plaintiff has the authority to enter into this Settlement Agreement.

7. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California.

8. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

9. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions, without prejudice. Neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect.

10. **Dismissal and Continuing Jurisdiction.** After approval of this Settlement and dismissal of the Action, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

The Parties further agree that upon the occurrence of the dismissal of the Action pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and PAGA Settlement Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

11. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

12. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest.

13. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

14. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

15. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

16. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable. Invalidity of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

17. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

19. **Enforcement Action.** In the event that one or more of the Parties institutes any 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, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

21. **Non-Evidentiary Use.** Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other

action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

22. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

23. **No Public Comment.** Neither the Parties nor their counsel shall make or issue any public statements to the press or any other third party, nor post any information on websites or other public forums, concerning the Action in any way.

24. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

25. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

26. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

[SIGNATURES ON FOLLOWING PAGE]

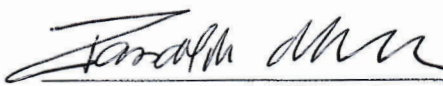
06 / 22 / 2023
Dated: June __, 2023

By:


Plaintiff Iris Franco

Dated: June 27, 2023

By:


Defendant Acclaim Home Care, Inc.
Randy De Leon

Dated: June __, 2023

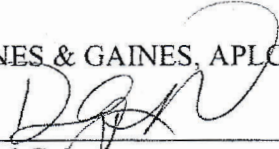
By:

Defendant Brookdale Senior Living Communities,
Inc.
Maralee Downey

Approved as to form:

Dated: June 27, 2023

GAINES & GAINES, APLC


Daniel Gaines
Attorneys for Plaintiff Iris Franco

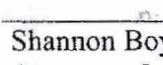
LITTLER MENDELSON, P.C.

Dated: June 27, 2023


Michael W. Nelson
Attorneys for Defendant Acclaim Home Care, Inc.

LITTLER MENDELSON, P.C.

Dated: June __, 2023


Shannon Boyce
Attorneys for Defendant Brookdale Senior Living
Communities, Inc.

06 / 22 / 2023
Dated: June __, 2023

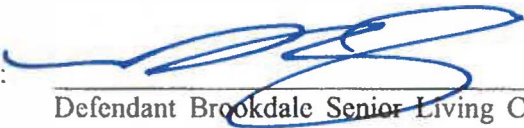
By: 
Plaintiff Iris Franco

Dated: June __, 2023

By: _____
Defendant Acclaim Home Care, Inc.
Randy De Leon

Dated: June __, 2023

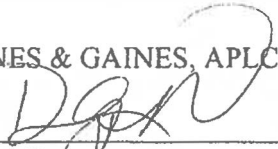
7/10/23

By: 
Defendant Brookdale Senior Living Communities,
Inc.
Maralee Downey

Approved as to form:

Dated: June ¹¹/₂₂, 2023

GAINES & GAINES, APLC


Daniel Gaines
Attorneys for Plaintiff Iris Franco

LITTLER MENDELSON, P.C.

Dated: June __, 2023

Michael W. Nelson
Attorneys for Defendant Acclaim Home Care, Inc.

LITTLER MENDELSON, P.C.

Dated: July 10, 2023

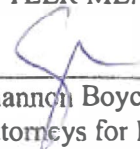

Shannon Boyce
Attorneys for Defendant Brookdale Senior Living
Communities, Inc.

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA**

IRIS FRANCO, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

ACCLAIM HOME CARE, INC., a
California corporation, BROOKDALE
SENIOR LIVING COMMUNITIES, INC., a
Delaware corporation, and DOES 1 through
10, inclusive,

Defendants.

Case No. 22CV001395

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

You have been identified as an individual who worked for Defendant Acclaim Home Care, Inc. (“Defendant”) in California at any time between August 10, 2021 and [PAGA Period End Date] (“Aggrieved Employee”).

On November 15, 2022, Plaintiff Iris Franco (the “Plaintiff”) commenced a lawsuit in the Napa County Superior Court, case number 22CV001395, to recover civil penalties (the “Lawsuit”). Plaintiff alleges in the lawsuit that Defendant failed to pay all minimum and overtime wages due, failed to provide all meal and rest periods or premium compensation in lieu thereof, failed to timely pay all wages due during employment and upon separation of employment, failed to reimburse all business expenses, made unlawful deductions from wages, and failed to issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

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

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

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

As of the Effective Date, subject to Acclaim's full payment of the Gross Settlement Amount, all PAGA Settlement Employees and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff, PAGA Settlement Employees, and the State of California shall be deemed to have, and by operation of the Order granting approval of the payment of the PAGA Payment as described in this Agreement, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims. This release is limited to periods of employment with Acclaim in California during the PAGA Period. Upon the Effective Date, Plaintiff and all PAGA Settlement Employees and the LWDA will be forever barred from pursuing any and all Released Claims against Acclaim in California during the PAGA Period. The LWDA or PAGA Settlement Employees may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, the LWDA and PAGA Settlement Employees shall be deemed to have, and by operation of the Court's Order approving Settlement shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. It is the intent of the Parties that the Settlement approval order entered by the Court shall have full *res judicata* effect and be final and binding upon the LWDA and PAGA Settlement Employees regarding the Released Claims. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)*, 46 Cal.4th 969 (2009) and *Cardenas v. McLane Foodservice, Inc.*, 796 F.Supp.2d 1246 (2011), PAGA Settlement Employees shall be deemed to have released the Released Claims regardless of whether their settlement check is cashed or not.

The Released Claims are all claims, rights, demands, liabilities, and causes of action for PAGA civil penalties, arising from or reasonably related to the claims which were asserted in the Action and Complaint under PAGA based on facts alleged in the operative Complaint in the Action and LWDA Letters, including a PAGA claim against Defendants for civil penalties on behalf of Plaintiff and the LWDA based on the following underlying Labor Code violations: 201, 202, 203, 204, 210, 221, 225.5, 226(a), 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 2802, 2699, *et seq.*, violation of any Industrial Welfare Commission Order, and any other claims asserted in the Action and operative Complaint.

The "Released Parties" are Acclaim Home Care, Inc., Brookdale Senior Living Inc., Brookdale Senior Living Communities, Inc., and their past, present, and future officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, franchisors, parent companies, subsidiaries, affiliates, divisions, successors, agents, and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, assigns, and any individual or entity that could be jointly liable with Defendants.

If you have any questions, please contact Phoenix Settlement Administrators at (###) ###-####.

EXHIBIT E

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100 Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On July 26, 2023, I served the foregoing documents described as **(1) STIPULATION AND**
6 **[PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT**
7 **CLAIMS AND DISMISSING ACTION WITH PREJUDICE** and **(2) DECLARATION OF DANIEL F.**
8 **GAINES IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF**
9 **PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE** on
10 the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

11 **Michael W. Nelson, Esq.**
12 **LITTLER MENDELSON P.C.**
13 **Treat Towers**
14 **1255 Treat Boulevard, Suite 600**
15 **Walnut Creek, CA 94597**
16 **Attorneys for Defendant Acclaim Home Care, Inc.**

17 **Shannon R. Boyce**
18 **LITTLER MENDELSON, P.C.**
19 **2049 Century Park East 5th Floor**
20 **Los Angeles, California 90067**
21 **Attorneys for Defendant BROOKDALE SENIOR LIVING COMMUNITIES, INC.**

22 On the above date:

23 ☒ (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
24 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
25 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
26 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
27 meter date is more than one day after date of deposit for mailing in affidavit.

28 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized
carrier or driver authorized by the express carrier to receive documents.

_____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

I certify that the above document was printed on recycled paper.
I declare under penalty of perjury that the foregoing is true and correct.
Executed on July 26, 2023, at Westlake Village, California.

29 Amelia Booth
30 AMELIA BOOTH