

1 Joseph Lavi, Esq., SBN 209776
Jordan D. Bello, Esq., SBN 243190
2 LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard., Suite 200
3 Beverly Hills, CA 90211
Telephone: 310.432.0000

4 Sahag Majarian II, Esq., SBN 146621
5 LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
6 Tarzana, CA 91356
Telephone: 818.609.0807

7 *Attorneys for Plaintiff*

8 Margaret Rosenthal, SBN 147501
9 Shareef S. Farag, SBN 251650
Vartan S. Madoyan, SBN 279015
10 BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
11 Los Angeles, CA 90025-0509
Telephone: 310.820.8800

12 *Attorneys for Defendants*

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES
16

17 MARTIN ALARCON,

18 Plaintiff,

19 v.

20 WINDSOR TERRACE HEALTHCARE, LLC, a
California limited liability company; S&F
21 MANAGEMENT COMPANY, INC., a California
corporation; S&F MANAGEMENT COMPANY,
22 LLC., a California limited liability company;
WINDSOR HEALTHCARE MANAGEMENT,
23 INC., a California corporation; 13000 VICTORY
BLVD., LLC, a California limited liability
24 company; BLYTHE/WINDSOR COUNTRY
PARK HEALTHCARE CENTER, LLC, a
25 California limited liability company; S&F
MARKET STREET HEALTHCARE, LLC, a
26 California limited liability company;
SANDHURST CONVALESCENT GROUP,
27 LTD., a California Limited Partnership;
WINDSOR CARE CENTER NATIONAL CITY,
28 INC., a California corporation; WINDSOR CARE

) Case No.: BC625345

) [Honorable Elizabeth A. White, Dept. 48]

) STIPULATION FOR PAGA SETTLEMENT

) Action Filed: June 29, 2016

) Trial Date: September 24, 2018

1 CENTER OF PETALUMA, LLC, a California
2 limited liability company; WINDSOR CHEVIOT
3 HILLS, LLC, a California limited liability
4 company; Windsor Convalescent And
5 Rehabilitation Center Of Concord, LLC, a
6 California limited liability company; WINDSOR
7 CONVALESCENT AND REHABILITATION
8 CENTER OF FREMONT, LLC, a California
9 limited liability company; Windsor Convalescent
10 And Rehabilitation Center Of Salinas, LLC, a
11 California limited liability company; WINDSOR
12 COUNTRY DRIVE CARE CENTER, LLC, a
13 California limited liability company; Windsor El
14 Camino Care Center, LLC, a California limited
15 liability company; WINDSOR BLK GROVE
16 CARE AND REHABILITATION, LLC, a
17 California limited liability company; WINDSOR
18 ELMHAVEN CARE CENTER, LLC, a California
19 limited liability company; WINDSOR GARDENS
20 CONVALESCENT HOSPITAL, INC., a
21 California corporation; WINDSOR-GARDENS
22 HEALTHCARE CENTER OF FULLERTON,
23 LLC, a California limited liability company;
24 WINDSOR GARDENS HEALTHCARE
25 CENTER OF HAYWARD, LLC, a California
26 limited liability company; Windsor Hampton Care
27 Center, LLC, a California limited liability
28 company; WINDSOR HAYWARD ESTATES,
LLC, a California limited liability company;
WINDSOR HEALTHCARE GOLDEN PALMS,
LLC, a California limited liability company;
WINDSOR MONTEREY CARE CENTER, LLC,
a California limited liability company; WINDSOR
ROSEWOOD CARE CENTER, LLC, a California
limited liability company; WINDSOR
SACRAMENTO ESTATES, LLC, a California
limited liability company; WINDSOR SKYLINE
CARE CENTER, LLC, a California limited
liability company; WINDSOR THE RIDGE
REHABILITATION CENTER, LLC, a California
limited liability company; WINDSOR TWIN
PALMS HEALTHCARE CENTER, LLC, a
California limited liability company; WINDSOR
VALLEJO CARE CENTER, LLC, a California
limited liability company; WINDSOR
WESTLAKE HEALTHCARE, LLC, a California
limited liability company; and DOES 1 to 100,
Inclusive,

Defendants.

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1 Aggrieved Employees who have not already accepted the Direct Payments. The PAGA Fund equals the
2 Settlement Fund less the Plaintiff's Counsel Payment, the Enhancement Award, the Direct Payments, and
3 the Settlement Administrator Costs. Pursuant to California Labor Code Section 2699(i), the PAGA Fund
4 will be allocated such that seventy-five percent (75%) of the PAGA Fund will be paid to the LWDA and
5 twenty-five percent (25%) percent of the PAGA Fund will be paid to the Allegedly Aggrieved Employees
6 who have not already accepted the Direct Payments. Regarding the Direct Payments, \$5,000 is attributed
7 to the PAGA claims included as part of the general release for all Direct Payments.

8 1.9. "PAGA Period" means the period from June 29, 2015 through the date of the Court Order
9 approving this PAGA Settlement.

10 1.10. "Plaintiff's Counsel" means the law firms of Lavi & Ebrahimian, LLP and Law Offices of
11 Sahag Majarian II.

12 1.11. "Plaintiff's Counsel Payment" means the amount to be paid to Plaintiff's Counsel, subject
13 to Court approval, not to exceed thirty-three and one-third (33.33%) of the Settlement Fund, for its
14 attorneys' fees and actual litigation expenses incurred by Plaintiff's Counsel for the Action.

15 1.12. "Settlement Administrator" means the third-party settlement administrator Phoenix Class
16 Action Administrations Solutions, for administration of this PAGA settlement following Court approval.

17 1.13. "Settlement Administrator Costs" means all costs and expenses of the Settlement
18 Administrator, not to exceed \$5,000, subject to Court approval.

19 1.14. "Settlement Fund" means the total, gross settlement payment Windsor Terrace will make,
20 subject to Court approval, to resolve the Action. The Settlement Fund equals \$195,000, inclusive of the
21 amounts Windsor Terrace already paid in Direct Payments, Plaintiff's Counsel Payment, the Enhancement
22 Award, the PAGA Fund, and the Settlement Administrator Costs.

23 **2. RECITALS**

24 2.1. Plaintiff filed a Complaint and First Amended Complaint in this Action seeking PAGA
25 penalties under California Labor Code § 2698 *et seq.* and California Labor Code § 558. Plaintiff's First
26 Amended Complaint included claims for failure to pay all wages, including minimum and overtime wages,
27 failure to pay overtime at the legal overtime rate of pay, failure to provide meal breaks, failure to authorize
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1 and permit rest breaks, failure to pay all vacation wages due, failure to provide accurate, itemized wage
2 statements, and failure to timely pay wages due at time termination or resignation.

3 2.2. The Parties' Counsel have thoroughly investigated the facts and applicable law relating to
4 the PAGA claims alleged in the Complaint and defenses to those claims. Based on their investigation
5 and evaluation of this case, Plaintiff's Counsel has concluded that the settlement described in this PAGA
6 Settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the
7 defenses asserted by Windsor Terrace and potential adverse findings regarding liability or penalties for
8 the claims asserted in the FAC.

9 2.3. The Parties have engaged in extensive formal and informal discovery, which included a
10 formal and informal exchange of documents, including timekeeping records, payroll records, written
11 policies/handbooks, wage statements, and other relevant documents. The Parties also engaged in
12 numerous discussions throughout the course of litigation regarding the factual and legal merits of
13 Plaintiff's claims and Windsor Terrace's defenses. The Parties engaged in extensive arm's-length
14 settlement negotiations, which involved substantive offers and counteroffers between the Parties as well
15 as further exchange of information. Ultimately, negotiations resulted in this PAGA Settlement.

16 2.4. Therefore, in exchange for promises and conditions set forth here, the Parties agree to settle
17 and/or dismiss the Action based on the terms set forth in this PAGA Settlement, subject to Court approval.

18 **3. TERMS OF THE PAGA SETTLEMENT**

19 3.1. **Scope of Settlement and/or Dismissal.** Plaintiff agrees to settle the Action on behalf of
20 himself and the Allegedly Aggrieved Employees employed by Windsor Terrace during the PAGA Period.
21 Plaintiff agrees to dismiss the Action without prejudice with respect to all defendants named in the Action
22 other than Windsor Terrace.

23 3.2. **The Settlement Fund.** Subject to Court approval, Windsor Terrace will pay the Settlement
24 Fund to settle the Action. The Settlement Fund will be divided as follows: (a) payment of the PAGA Fund
25 to the LWDA and all Allegedly Aggrieved Employees who have not already accepted the Direct
26 Payments; (b) the Direct Payments, which is currently estimated to be approximately \$75,996.86; (c)

1 Plaintiff's Counsel Payment; (d) the Enhancement Award; and (e) the Settlement Administrator Costs. In
2 no event will Windsor Terrace be obligated to pay any amount greater than the Settlement Fund.

3 **3.3. Plaintiff's Counsel Attorneys' Fees And Costs.** Subject to Court Approval, Windsor
4 Terrace will not oppose Plaintiff's Counsel's application to the Court for an award of the Plaintiff's
5 Counsel Payment consistent with the terms of this PAGA Settlement. Plaintiff's Counsel will be
6 responsible for submitting all documents required by the Court to support the request for Plaintiff's
7 Counsel Payment. Any reduction by the Court of Plaintiff's Counsel Payment will revert to the Settlement
8 Fund for the benefit of the Allegedly Aggrieved Employees.

9 **3.4. Enhancement Award.** Subject to Court approval, and in addition to any payment he may
10 otherwise receive based on this PAGA Settlement, Windsor Terrace will not oppose Plaintiff's application
11 for the Enhancement Award of up to \$1,500. Any reduction by the Court of the Enhancement Award is
12 not a basis for rendering this PAGA Settlement void or unenforceable. In addition, any reduction by the
13 Court of the Enhancement Award will revert to the Settlement Fund for the benefit of the Allegedly
14 Aggrieved Employees.

15 **3.5. Settlement Administration Costs.** The Settlement Administration Costs includes all
16 costs and expenses of the Settlement Administrator for administering and completing this PAGA
17 Settlement, including but not limited to fees and costs for: calculating amounts for all payments to be
18 made based on this PAGA Settlement, printing, postage, envelopes, searches to locate current addresses
19 for Allegedly Aggrieved Employees, any cost associated with any uncashed or undeliverable settlement
20 checks, and to prepare any necessary tax documents.

21 **3.6. Allegedly Aggrieved Employees and LWDA.** Subject to Court approval and pursuant to
22 California Labor Code Section 2699(i), seventy-five percent (75%) of the PAGA Fund will be paid to the
23 LWDA for penalties and twenty-five percent (25%) of the PAGA Fund will be allocated among the
24 Allegedly Aggrieved Employees for penalties, based on his or her proportionate share of pay periods
25 worked during the PAGA Period. The amount to be paid per pay period worked by an Allegedly
26 Aggrieved Employee receiving a portion of the PAGA Fund will be calculated as follows: by dividing the
27 value of the portion of the PAGA Fund that will be paid to Allegedly Aggrieved Employees who have not
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1 already accepted the Direct Payments, by the total number of pay periods worked during the PAGA Period
2 by all Allegedly Aggrieved Employees who have not already accepted the Direct Payments. Windsor
3 Terrace's employment records will be determinative for purposes of calculating the number of pay periods
4 that each Allegedly Aggrieved Employee worked for Windsor Terrace during the PAGA Period and any
5 payments under this PAGA Settlement Agreement. Windsor Terrace will provide these records to the
6 Settlement Administrator on a confidential basis following the Court's approval of this PAGA settlement.

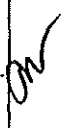
7 **4. DISTRIBUTION OF SETTLEMENT FUND**

8 4.1. Notice and Distribution of PAGA Fund. Windsor Terrace will provide the Settlement
9 Administrator with a list of the names and addresses of the Allegedly Aggrieved Employees who have not
10 already accepted the Direct Payments, within thirty (30) days after the Court issues an Order approving
11 this PAGA Settlement. This contact information will be provided confidentially to the Settlement
12 Administrator only, and the Settlement Administrator will treat the information as private and confidential
13 and take all necessary precautions to maintain the confidentiality of such information. This information
14 is to be used only to carry out the Settlement Administrator's duties as specified in this PAGA Settlement.

15 4.2. Within five (5) business days after Windsor Terrace provide the settlement payment to the
16 Settlement Administrator, the Settlement Administrator will disburse the Enhancement Award, Settlement
17 Administration Costs, Plaintiff's Counsel's Payment, and payment of the PAGA Fund as detailed in this
18 PAGA Settlement. Together with the payments of the PAGA Fund, the Settlement Administrator will
19 provide the Notice to the Allegedly Aggrieved Employees a notice.

20 4.3. Any payment and/or Notice mailed to the Allegedly Aggrieved Employees that is returned
21 to the Settlement Administrator as non-delivered, will be sent by First Class U.S. Mail to the forwarding
22 address provided. If no forwarding address is provided, then the Settlement Administrator will run a skip
23 trace address verification (or other mutually agreeable method) to locate a more current address, to which
24 the Settlement Administrator will then mail the payment and Notice. If no current address is located, the
25 payment and Notice for that Allegedly Aggrieved Employee will be deemed undeliverable.

26 4.4. The Settlement Administrator will maintain a list of the postmark date for the original
27 mailings of all settlement payments and the Notice to the Allegedly Aggrieved Employees, the postmark
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1 date of any subsequent mailings, and a list of Allegedly Aggrieved Employees who did not receive the
2 settlement payment and Notice due to the inability to locate a valid address using the procedures described
3 above.

4 4.5. All settlement checks will remain valid and negotiable for 180 days from the date of their
5 mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement
6 Administrator, any uncashed checks will be void and escheat to the State of California Department of
7 Industrial Relations, Unclaimed Wages Fund in that individual's name.

8 4.6. No later than January 31 of the year following completion of the settlement payments, the
9 Settlement Administrator will prepare and issue IRS Form 1099 to Plaintiff and Allegedly Aggrieved
10 Employees who received a payment.

11 4.7. Tax Treatment And Tax Indemnification. Plaintiff and the Allegedly Aggrieved
12 Employees will assume any tax obligations or consequences which may arise from the payments they
13 receive under this PAGA Settlement. If any state or federal taxing authority contacts, investigates, or
14 pursues any action against any Allegedly Aggrieved Employee for their individual share of taxes related
15 to any payments made under this Agreement, each Allegedly Aggrieved Employee will be responsible for
16 their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state
17 or federal taxing authority for his or her share of any state or federal tax obligation related to any payments
18 made under this PAGA Settlement. The Parties will bear their own fees, costs, and respective tax
19 obligations, except as otherwise provided for in this PAGA Settlement.

20 5. PROCESS FOR SEEKING COURT APPROVAL

21 5.1. Plaintiff's Counsel will prepare and file a Joint Motion for Approval of the PAGA
22 Settlement, which they will provide to Defense Counsel before filing in order to provide Windsor Terrace
23 an opportunity to review and comment. Windsor Terrace will not oppose the Motion for Approval of the
24 PAGA Settlement consistent with the terms of this PAGA Settlement, but if the Parties are unable to reach
25 agreement on language in the Motion for Approval of the PAGA Settlement, Windsor Terrace will be
26 permitted to submit supplemental briefing to the Court.

1 5.2. Plaintiff agrees to file, within 10 business days of the Court's Order approving the PAGA
2 Settlement, a request for dismissal of the Action without prejudice as to all defendants named in the Action
3 other than Windsor Terrace.

4 **6. RELEASED CLAIMS**

5 6.1. As of the Effective Date, the Allegedly Aggrieved Employees (including Plaintiff), on
6 behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, hereby
7 compromise, release, resolve, relinquish, discharge, and settle any and all claims, causes of action, debts,
8 liabilities, demands, obligations, guarantees or damages related to their current or former employment by
9 Windsor Terrace, which had been alleged in any of Plaintiff's Complaints filed in this Action or could
10 have reasonably been alleged against the Released Parties (as defined below) based on the facts, claims,
11 and/or allegations in the Complaints, including violations of California Labor Code Sections 201-204,
12 226, 226.7, 227.3, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698 et seq. ("PAGA"), and applicable IWC
13 wage orders, for failure to pay all wages, including minimum and overtime wages, failure to pay overtime
14 at the legal overtime rate of pay, failure to provide meal breaks, failure to authorize and permit rest breaks,
15 failure to pay all vacation wages due, failure to provide accurate, itemized wage statements, and failure to
16 timely pay wages due at time termination or resignation, and related penalties, interest, costs, attorneys'
17 fees, injunctive relief, or declaratory relief (the "Released Claims"). "Released Parties" means Windsor
18 Terrace and each and all of its present, former and future controlling persons, parents, affiliates, business
19 partners, subsidiaries, successors-in-interest, benefit plans sponsored by such companies, shareholders,
20 owners, officers, directors, principals, employees, agents, attorneys, insurers, managers, trustees,
21 fiduciaries, representatives, divisions, predecessors, successors, and assigns. The Released Claims do not
22 include any claims that cannot be released as a matter of law.

23 6.2. In addition to releasing the Released Claims against the Released Parties, Plaintiff agrees
24 that in exchange for Windsor Terrace making a \$5,000 payment to Plaintiff separate and apart from this
25 PAGA Settlement, Plaintiff agrees to a full, general release of all known and unknown he has or may have
26 had against any of the Released Parties. By signing this PAGA Settlement, Plaintiff, on behalf of himself
27 and each of his heirs, representatives, successors, assigns, and attorneys, hereby compromises, releases,
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1 resolves, relinquishes, discharges and settles each and all of the Released Parties from any and all claims
2 he has or may have had against any of them. The claims Plaintiff is releasing in this PAGA Settlement
3 include, but are not limited to, all known and unknown: (a) claims arising out of Plaintiff's employment
4 relationship with Windsor Terrace or any of the Released Parties, including the cessation of such
5 relationship; (b) claims which were or could have been alleged in the Lawsuit; (c) claims arising under
6 Windsor Terrace's policies, plans, or practices, including promotion, compensation, bonuses, wages,
7 expenses and expense reimbursement, or benefits; (d) claims for fraud, breach of express or implied
8 contract or covenant of good faith and fair dealing; (e) claims for harassment, discrimination or violation
9 of public policy; (f) claims for constructive discharge or wrongful discharge; (g) claims for retaliation; (h)
10 claims for violation of state or federal common law or statutory law, including all claims arising under the
11 California Labor Code, the Fair Labor Standards Act, California Fair Employment and Housing Act, the
12 California Family Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Employee
13 Retirement Income Security Act, the National Labor Relations Act, the Family and Medical Leave Act,
14 the Americans with Disabilities Act, the Sarbanes-Oxley Act of 2002, or other federal, state, or local laws
15 relating to employment or separation from employment or benefits associated with employment or
16 separation from employment; (i) claims for emotional distress, mental anguish, humiliation, personal
17 injury; and (j) claims that may be asserted on Plaintiff's behalf by others. Excluded from this release are
18 claims which cannot be waived or released as a matter of law, including workers' compensation claims.

19 6.3. Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of
20 California Civil Code Section 1542, which provides as follows:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
22 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME
23 OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST
24 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
25 DEBTOR.
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11A [signature]

1 Plaintiff, being aware of California Civil Code Section 1542, hereby expressly waives and
2 relinquishes all rights and benefits he may have under Section 1542 as well as any other statutes or
3 common law principles of a similar effect.

4 **7. MISCELLANEOUS PROVISIONS**

5 **7.1. Mutual Full Cooperation.** Plaintiff, Windsor Terrace, Plaintiff's Counsel, and Defense
6 Counsel agree to fully cooperate with each other to accomplish the terms and approval of this PAGA
7 Settlement, including, but not limited to, execution of such documents and to take such other action as
8 may reasonably be necessary to implement the terms of this PAGA Settlement. The Parties agree to use
9 their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to
10 effectuate this PAGA Settlement.

11 **7.2. No Admission.** Nothing in this PAGA Settlement constitutes an admission by Windsor
12 Terrace of any wrongdoing or liability or of the truth of any allegation in the Action. In addition, nothing
13 in this PAGA Settlement constitutes an admission by Windsor that the Action is/was properly brought on
14 a representative basis other than for settlement purposes only.

15 **7.3. Consultation With Counsel.** Plaintiff and Windsor Terrace represent that they have
16 carefully read and fully understand all of the provisions and effects of this PAGA Settlement, that they
17 have consulted with counsel of his/its choice with respect to this PAGA Settlement, and that they are
18 voluntarily entering into this PAGA Settlement.

19 **7.4. Binding Nature of the PAGA Settlement; Entire Agreement.** This PAGA Settlement
20 may be amended or modified only by a written instrument signed by Plaintiff and Windsor Terrace. No
21 rights under this PAGA Settlement may be waived except in writing. This PAGA Settlement and any
22 attached Exhibits constitute the entire agreement between the Parties relating to the terms of settlement of
23 this Action. All prior or contemporaneous agreements, understandings and statements, whether oral or
24 written, whether express or implied, and whether by a party or its counsel, are merged in this PAGA
25 Settlement. No oral or written representations, warranties or inducements have been made to any party
26 concerning this PAGA Settlement or its Exhibits other than the representations, warranties and covenants
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1 contained and memorialized in such documents. The Recitals provided in Paragraph 2, above, are
2 considered part of and are expressly incorporated into this PAGA Settlement.

3 **7.5. Headings, Titles, and/or Captions.** All headings, titles, or captions contained in this
4 PAGA Settlement are inserted as a matter of convenience and for reference, and in no way define, limit,
5 extend, or describe the scope of this PAGA Settlement or any of its provisions.

6 **7.6. Joint Drafting of Settlement Documents.** Plaintiff's Counsel and Defense Counsel have
7 arrived at this PAGA Settlement as a result of a series of arm's-length negotiations. This PAGA
8 Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, any
9 construction or interpretation of this PAGA Settlement will not be construed against any of the Parties.

10 **7.7. No Press.** The Parties, Plaintiff's Counsel, and Defense Counsel agree that none of them
11 will issue any press release, social media post, internet or website announcement or otherwise initiate any
12 contact with the press regarding the existence or terms of this settlement, unless ordered by the Court.

13 **7.8. Execution of The PAGA Settlement Agreement.** This PAGA Settlement may be
14 executed in one or more counterparts and by facsimile or electronic signature. All executed copies of this
15 PAGA Settlement (and photocopies) will have the same force and effect and will be as legally binding
16 and enforceable as the original.

17 **7.9. Continuing Jurisdiction of the Court.** Pursuant to California Code of Civil Procedure
18 Section 664.6 ("Section 664.6"), the Parties agree the Court will retain jurisdiction over the Parties and
19 over this PAGA Settlement, in order to: (a) monitor and enforce compliance of PAGA Settlement, and/or
20 (b) resolve any disputes over this PAGA Settlement or the administration of the benefits of this PAGA
21 Settlement.

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HA [signature]

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3 7.10. Section 664.6. Pursuant to Section 664.6, the Parties intend that the terms of this PAGA
4 Settlement will be fully enforceable and binding upon all Parties as the settlement of the Action, and that
5 this PAGA Settlement will be admissible and subject to disclosure in any proceeding to enforce its terms,
6 notwithstanding any confidentiality provisions that otherwise might apply.

7 **AGREED TO BY PLAINTIFF:**

8 DATED: 05.14.2018

MARTIN ALARCON

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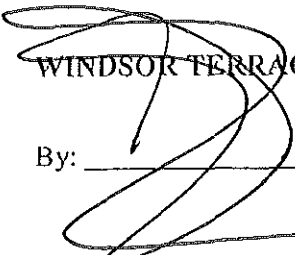
By: 

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11 **AGREED TO BY WINDSOR TERRACE:**

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13 DATED: 5/8/18

 WINDSOR TERRACE HEALTHCARE, LLC

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By: _____

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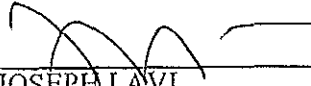
16 **APPROVED AS TO FORM:**

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18 DATED: 5/17/18

LAVI & EBRAHIMIAN, LLP

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By: 

JOSEPH LAVI
JORDAN D. BELLO
Attorneys for Plaintiff

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22 DATED: 5/15/18

LAW OFFICES OF SAHAG MAJARIAN II

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By: 

SAHAG MAJARIAN
Attorneys for Plaintiff

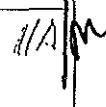
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DATED: May 22, 2018

BAKER & HOSTETLER LLP

By: Margaret Rosenthal
MARGARET ROSENTHAL
SHARBEY S. FARAG
VARTAN S. MADOYAN
Attorneys for Windsor Terrace

MA

EXHIBIT A

Martin Alarcon v. Windsor Terrace Healthcare, LLC
Los Angeles Superior Court Case No.: BC625345

This notice relates to the settlement of a Private Attorneys General Act (“PAGA”) action. A PAGA action is an action for penalties in which the State of California receives 75% of certain penalties collected.

Martin Alarcon (“Plaintiff”), a former employee of Windsor Terrace Healthcare, LLC (“Windsor Terrace”) filed a lawsuit against Windsor Terrace in Los Angeles County Superior Court (“Action”). Plaintiff brought this lawsuit as a representative action under PAGA, on behalf of the State of California and certain other current and former employees of Windsor Terrace who were employed at any time between June 29, 2015, and [INSERT - Approval Date].

Plaintiff alleged that Windsor Terrace failed to comply with the California Labor Code governing: (1) payment of minimum wage or overtime for all hours worked; (2) payment of overtime at the regular rate of pay; (3) meal and rest breaks; (4) vacation wages (5) itemized wage statements; and (6) timely payment of wages following separation of employment.

Windsor Terrace Healthcare strongly denies the claims in the Action and asserts that no penalties are due to Plaintiff or other allegedly “aggrieved employees”. The Court has made no determination on the merits of the Action, but the parties have decided to resolve this case through settlement, with the approval of the Court.

You have received this notice because you are or were a non-exempt employee who worked for Windsor Terrace in California during any time between June 29, 2015, and [INSERT - Approval Date]. The parties have agreed that a portion of the settlement proceeds would be distributed to the allegedly aggrieved employees, including you, after 75% of the penalties collected are paid to the State of California as required by California law.

The enclosed check represents your portion of the total settlement proceeds that the parties have agreed to be paid to the allegedly aggrieved employees. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the parties, or the Court. This settlement releases the claims in the lawsuit.

If you have questions about this notice, please contact the Claims Administrator, [INSERT ADMINISTRATOR] at [INSERT CONTACT INFO].

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.