

TOREY JOSEPH FAVAROTE (SBN: 198521)
DAVID H. DANNING (SBN: 354477)
GLEASON & FAVAROTE LLP
3646 Long Beach Blvd., Suite 203
Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
tfavarote@gleasonfavarote.com
ddanning@gleasonfavarote.com

Attorneys for Plaintiff ANGEL PEREZ
On behalf of herself and all others similarly situated

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

ANGEL PEREZ, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

HILTON MANOR, LLC; BLUE JAY
MANOR, LLC; JUNIPER MANOR, LLC;
BRIGHT SKY HOME HEALTH CARE,
INC.; BRIGHT SKY HOSPICE CARE INC.;
ELEANOR ISWINARI POSNER; and DOES
3-50, inclusive,

Defendants.

Case No. CIVSB2220728

**DECLARATION OF TOREY JOSEPH
FAVAROTE IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT;
CONDITIONAL CERTIFICATION OF
SETTLEMENT CLASS; APPOINTMENT
OF CLASS REPRESENTATIVE, CLASS
COUNSEL AND SETTLEMENT
ADMINISTRATOR; APPROVAL OF
CLASS NOTICE PACKET; AND
SETTING OF FINAL APPROVAL
HEARING**

Date: July 31, 2024
Time: 8:30 a.m.
Judge: Hon. Jessica Morgan
Dept: S-26

Action Filed: September 16, 2022
Trial Date: None

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DECLARATION OF TOREY JOSEPH FAVAROTE

I, Torey Joseph Favarote, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts of the State of California, and before this Court. I am a partner at Gleason & Favarote LLP, attorneys of record for plaintiff Angel Perez (hereinafter referred to as "Perez"). I have responsibility for the handling of this matter. I have personal knowledge of the facts stated herein and would and could testify competently thereto if sworn as a witness.

2. This is a wage and hour class action originally brought by Perez against her former employers Hilton Manor, LLC ("Hilton"), Juniper Manor, LLC ("Juniper"), and Elizabeth Iswinari Posner ("Posner") (Hilton, Juniper, and Posner are collectively referred to as "Defendants") for several violations of the California Labor Code.

3. The settlement reached in this action (the "Settlement") provides a gross settlement amount of \$600,000.00 and resolves the claims of Perez and approximately 142 non-exempt nurses who worked a 3 days a week, 12 hours a day alternative workweek schedule ("AWS") for Defendants during the time period of September 16, 2018 to December 1, 2020 (the "Class Period"). The proposed Settlement is attached hereto as **Exhibit 1**, with the proposed class notice attached as **Exhibit A** to the Settlement. Defendant will also pay the employer's share of payroll taxes on top of the \$600,000 Settlement fund.

4. As an overview, Defendants are small 24 hour residential nursing facilities in San Bernardino County. In their business endeavor Defendants employed Plaintiff and the putative class of approximately 142 non-exempt nurses. Plaintiff alleges that from September 16, 2018 to October 26 and 27, 2020, Defendants utilized an invalid alternative workweek schedule ("AWS") of 3 days a week and 12 hours a day. Plaintiff alleges that this invalid AWS resulted in the Defendants' failure to pay the putative Class Members overtime wages after 8 hours in a day, and also leads to derivative penalties for a failure to issue accurate wage statements under Labor Code section 226(a), and a failure to pay all wages at termination under Labor Code section 203.

5. The proposed Settlement provides a net value of approximately \$68.39 per workweek ($\$370,000.00 \div 5,410$ work weeks = \$68.39) and a gross value of approximately

1 \$110.91 per workweek ($\$600,000.00 \div 5,410$ work weeks = \$110.91). The estimated average
2 payment to each proposed Class Member is approximately \$2,605.63 ($\$370,000.00 \div 142$) and a
3 theoretical maximum payment of approximately \$7,865.06 for any putative Class Member who
4 worked the full 115 workweeks during the Class Period ($\$68.39 \times 115 = \$7,865.06$).

5 **Procedural History of the Action**

6 6. On September 16, 2022, Perez commenced the present action this Court, entitled
7 Angel Perez v. Hilton Manor, LLC; Bright Sky Home Health Care, Inc.; Bright Sky Hospice Care,
8 Inc.; Eleanor Iswinari Posner and DOES 1 - 50, San Bernardino County Case No. CIVSB2220728
9 (hereinafter referred to as the “Action”) alleging claims for: (1) failure to pay overtime wages in
10 violation of Labor Code sections 510, 558, 1194, and 1198, (2) failure to provide itemized wage
11 statements in violation of Labor Code sections 226, 1174, and 1175, (3) failure to provide rest
12 breaks in violation of Labor Code sections 226.7, 512, 1198, (4) failure to provide meal periods in
13 violation of Labor Code sections 226.7, 512, and California Code of Regulations Title 8 section
14 11070, (5) failure to reimburse all necessary business expenses in violation of Labor Code section
15 2802, (6) failure to pay wages at termination in violation of Labor Code §§ 201, 202, and 203,
16 (7) violation of the Unfair Competition Law in violation of Business & Professions Code § 17200
17 et seq.

18 7. On January 10, 2023, Perez filed her first amended complaint adding a claim under
19 the Private Attorneys General Act of 2004 Labor Code section 2698 et seq. and adding Blue Jay
20 Manor, LLC and Juniper Manor, LLC as defendants.

21 8. On January 11, 2024, Plaintiff dismissed Blue Jay Manor, LLC, Bright Sky Hospice
22 Care, Inc., and Bright Sky Home Health Care, Inc. from the Action without prejudice.

23 9. On May 18, 2024, after substantial discovery including multiple days of deposition
24 including the deposition of Defendants’ person most knowledgeable (“PMK”) and defendant
25 Posner, 77 special interrogatories, 143 requests for production of documents, several sets of form
26 interrogatories, and evaluating 1,300 documents produced by Defendants (nearly 1,000 of which
27 were time and payroll records for the putative Class), the parties attended a mediation with
28 respected wage and hour mediator Daniel Turner, Esq. Perez reserved an April 30, 2024 hearing

1 date for her motion for class certification and her counsel drafted a motion for class certification
2 prior to mediation that was ready to be filed if the mediation failed. On March 26, 2024, the parties
3 accepted a mediator's proposal.

4 10. On April 8, 2024, the parties signed a binding memorandum of understanding and
5 on June 18, 2024 signed the long form Settlement Agreement that is before the Court.

6 **Principal Terms of the Settlement**

7 11. Defendants will pay a non-revisionary total of \$600,000.00 (the Gross Settlement
8 Amount") to only settle the putative Class Members overtime, wage statement, and waiting time
9 penalty claims during the Class Period. The Class to be conditionally certified is defined as:

10 All persons currently or formerly employed by Defendants Hilton Manor,
11 LLC and Juniper Manor, LLC as hourly-paid, non-exempt employees who worked
12 an alternative workweek schedule of 12 hours a workday, 3 workdays a workweek
13 from September 16, 2018 to December 1, 2020.

14 12. Based on data produced by Defendants, it is understood that there are approximately
15 142 putative Class Members who worked 5,410 workweeks in aggregate during the Class Period.

16 13. From the Gross Settlement Amount will be paid: (i) a Net Settlement Amount of
17 \$370,000.00 which will be distributed *pro rata* to the putative Class Members, except those who
18 elect not to participate, based on the number of workweeks worked at Hilton and Juniper during the
19 Class Period (no claim form will be required for Class Members to receive their Settlement
20 Payment); (ii) Class Representative Payment to Plaintiff in the amount of \$10,000.00 (as approved
21 by the Court) to compensate her for her services to the Class in pursuing in the Action and the risk
22 she assumed on behalf of the absent Class Members; (iii) Class Counsel Attorneys' Fees of
23 \$200,000.00 (33.3% of the Gross Settlement Amount as approved by the Court) to compensate
24 them for their service to the Class in prosecuting the Action and securing the Settlement, and Class
25 Counsels' litigation expenses of up to \$12,000.00 (as approved by the Court); (iv) a payment to the
26 Settlement Administrator for its reasonable fees and expenses incurred in administering the
27 Settlement, which are estimated at approximately \$8,000.00; (v) any other fees or expenses (other
28 than attorneys' fees and expenses) incurred in implementing the terms and conditions of Settlement

1 and securing the judgment from the Court pursuant to the Settlement. None of the Gross
2 Settlement Amount will revert to Defendants. (Settlement, § 3).

3 14. The Settlement Shares will be distributed to all Class Members who do not opt-out
4 of the Settlement based on the number of workweeks each Class Member worked during the Class
5 Period. Each Class Member's Individual Class Payment will be calculated by (a) dividing the Net
6 Settlement Amount by the total number of workweeks worked by all participating Class Members
7 during the Class Period and (b) multiplying the result by each participating Class Member's
8 workweeks. (Settlement, § 3.2.4).

9 15. The putative Class Members may challenge the allocation by communicating with
10 the Settlement Administrator via fax, email or mail. (Settlement, § 7.5). The Administrator must
11 encourage the challenging Class Member to submit supporting documentation. (Id.) In the
12 absence of any contrary documentation, the Administrator is entitled to presume that the
13 workweeks contained in the Class Notice are correct so long as they are consistent with the Class
14 Data. (Id.) The Administrator's determination of each challenging Class Member's allocation of
15 workweeks shall be final and not appealable or otherwise susceptible to challenge. (Id.) The
16 Administrator shall promptly provide copies of all challenges to the calculation of workweeks to
17 defense counsel and Class Counsel, and the Settlement Administrator's determination on any
18 challenges. (Id.)

19 16. Once the judgment becomes final, Class Members who do not opt out of the
20 Settlement will release their claims arising under Labor Code §§ 510, 558, 558.1, 1194, and 1198
21 for a failure to pay overtime wages; Labor Code § 226(a) for the failure to provide accurate
22 itemized wage statements under; Labor Code §§ 201-203 for waiting time penalties; and Business
23 & Professions Code § 17200, et. seq., during the Class Period that were raised or that could have
24 been raised in the Action based on the facts alleged in the operative complaint. The putative Class
25 Members are not releasing any other claims that they may have during the Class Period, nor are
26 they releasing any claims they may have against Defendants which arise outside of their
27 employment with Hilton and Juniper. They are also not releasing their claims for the alleged
28 failure to provide rest breaks, meal periods or reimbursement for business expenses.

1 17. Within 15 business days after preliminary approval of the Settlement is granted by
2 the Court, Defendants will provide the Settlement Administrator with the putative Class Members'
3 data in Excel format, which includes the names, last known mailing addresses of the putative Class
4 Members, their Social Security numbers, and the number of workweeks worked during the Class
5 Period. (Settlement § 1.7 and 4.2). Defendants will also verify the truth and correctness of the
6 putative Class Member's data with a signed declaration. (Id.) Within 5 business days of receiving
7 the putative Class Members' data, the Settlement Administrator will notify Class Counsel that the
8 putative Class Member's data has been received and the number of Class Members and total
9 number of workweeks in the putative Class Members' data. (Settlement § 7.3.2). Within 14
10 calendar days after receiving the putative Class Member's data the Settlement Administrator will
11 send to all putative Class Members (in English and Spanish) the Class Notice, which will show
12 each putative Class Member his or her reported number of workweeks worked during the Class
13 Period and an estimate of his or her Individual Settlement Payment. (Id.)

14 18. The Class Notice will be sent to the putative Class Members by First-Class U.S.
15 Mail based upon the last know addresses provided by Defendants, unless modified by any updated
16 address information that the Settlement Administrator obtains in the course of the administration of
17 the Settlement. (Id.) For any notices returned, the Settlement Administrator will make reasonable
18 efforts to find corrected addresses. (Settlement, § 7.3.3).

19 19. Putative Class Members will have 45 days after the Class Notice documents are
20 mailed to object to or opt out of the Settlement. (Settlement § 7.4.1 and 7.6.2). Those who do not
21 timely submit opt out requests will be bound by the Settlement (and be paid their Settlement
22 Shares). (Settlement, § 7.4.3). For the benefit of the putative Class Members the Settlement
23 Administrator will establish and maintain a webpage to post information regarding the Settlement
24 for the putative Class Members including the date, time and location for the Final Approval
25 Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the
26 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class
27 Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
28 Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and

1 monitor an email address and a toll-free telephone number to receive putative Class Member calls,
2 faxes and emails. (Settlement, § 7.7.1).

3 20. Assuming that the Settlement is preliminarily approved, Perez will move this Court
4 for final approval of the Settlement. Perez will also move the Court for an award of the Class
5 Representative Payment and Class Counsels' Fees and Expenses. The Parties and their counsel
6 will cooperate with each other and use their best efforts to effect the implementation of the
7 Settlement, including obtaining final approval of the Settlement. (Settlement Agreement, §§ 6.4,
8 9.2, 11.6).

9 21. If any of the Settlement checks to participating Class Members are uncashed after
10 180 days from mailing, those funds will be transmitted to the California Controller's Unclaimed
11 Property Fund in the name of the participating Class Member. (Settlement, § 4.4.3). None of the
12 Settlement money will revert to Defendants.

13 **The Claims Alleged in the Action**

14 22. Plaintiff and putative Class Counsel have determined that it is prudent to
15 compromise and settle the Class Members' overtime claims, and the derivative wage statement and
16 waiting time penalties causes of action during the Class Period. Plaintiff alleges that the putative
17 Class Members were not paid overtime after 8 hours in a day during the Class Period because of an
18 invalid AWS. Plaintiff and the putative Class Members assert that Wage Order No. 5, codified as
19 Cal. Code Regs. tit. 8, § 11050 requires a validly implemented AWS to avoid the payment of daily
20 overtime after 8 hours of work in a workday. Plaintiff and the putative Class Members also allege
21 that Defendants only held potentially valid AWS elections in late October of 2020. Plaintiff
22 contends that Defendants' failure to pay overtime wages during the Class Period also results in a
23 failure to issue accurate itemized wage statements and a failure to pay all wages at termination
24 under Labor Code sections 226(a) and 201-203.

25 23. After significant discovery Defendants have been unable to meet their burden of
26 proof that they conducted valid AWS elections prior to the elections that they held on October 26,
27 2020 and October 27, 2020 for the putative Class Members. However, Defendants have provided
28 deposition testimony they are very small, primarily family owned and operated companies and that

1 both facilities provide residential nursing services to only 12 to 20 individuals at any given time.
2 Defendants have also testified that they were unaware that there was an issue with their AWS and
3 later conducted new elections in October 2020 to correct any issues with the old AWS.

4 24. Defendants will also likely point out that the AWS election results, which were
5 reported to the Department of Industrial Relations, show that the employees who participated in the
6 election voted unanimously to keep the AWS.

7 25. Plaintiff has decided to not pursue or settle the remaining claims in the Action for
8 failure to provide meal periods and rest breaks and a failure to reimburse business expenses on the
9 basis that these claims may be difficult to certify. These claims will not be released as part of the
10 Settlement, and if the Settlement is approved they will be dismissed without prejudice. Defendants
11 have also argued that the AWS elections performed in October 2020 were properly implemented
12 and provide them an overtime exemption under Woodworth v. Loma Linda Univ. Med. Ctr., 93
13 Cal. App. 5th 1038 (2023), reh'g denied (Aug. 17, 2023).

14 26. As the Class Period is outside of the limitations period for Plaintiff's PAGA claim,
15 which is from September 16, 2018 to December 1, 2020, no PAGA claims will be settled or
16 released, and Plaintiff will dismiss that claim without prejudice along with causes of action 3, 4 and
17 5, which are the meal period, rest break and expense reimbursement claims noted above.

18 **Putative Class Counsels' Discovery and Investigation**

19 27. Putative Class Counsel has conducted significant investigation since the filing of the
20 initial complaint. Our investigation as to the claims in the Action includes: multiple days of
21 deposition including deposition of Defendants' person most knowledgeable ("PMK") and
22 defendant Posner, 77 special interrogatories, 143 requests for production of documents, and several
23 sets of form interrogatories. Defendants provided around 1,300 documents, including nearly 1,000
24 pages of time and payroll records for the putative class, which have been analyzed.

25 28. Additionally, as part of the settlement process, Plaintiff received data regarding
26 Defendants' confidential financial information which consisted of 3 years of tax returns. The
27 financial data provided to putative Class Counsel confirmed that Defendants were unlikely able to
28 pay a large judgment or a higher settlement. As such, while the Kullar analysis set forth below

1 analyzed the potential damages, the financial situation of Defendants was also a concern of
2 putative Class Counsel in agreeing to this Settlement.

3 29. The parties conducted significant litigation in the action before coming to the
4 present Settlement. In addition to the copious discovery and substantial meet and confer efforts,
5 the Parties also held an informal discovery conference with the Court on October 5, 2023, and
6 scheduled another informal discovery conference for November 1, 2023 which resulted in a minute
7 order, to resolve discovery issues in the case. Plaintiff also prepared a motion for class certification
8 which was set to be heard on April 30, 2024.

9 30. On May 18, 2024, the parties attended a full day mediation, and accepted the
10 mediator's proposal on March 27, 2024. On June 18, 2024, the parties reached a settlement and
11 executed the proposed Settlement Agreement. As a result of the Settlement, Plaintiff vacated the
12 hearing date for Plaintiff's motion for class certification.

13 **Plaintiff's Exposure Analysis**

14 31. This section of this declaration is presented to comply with Kullar v Foot Locker
15 Retail, Inc. 168 Cal.App.4th 116, 120 (2008), Clark v. American Residential Services LLC 175
16 Cal.App.4th 785 (2009), Munoz v. BCI Coca-Cola Bottling Company of Los Angeles 186
17 Cal.App.4th 399 (2010) and Nordstrom Commission Cases 186 Cal.App.4th 576 (2010). The
18 evidence provided below is to enable the Court to "ensure that the recovery represents a reasonable
19 compromise" by providing "an understanding of the amount that is in controversy and the realistic
20 range of outcomes of the litigation" through submission of "data... that will enable the court to
21 make an independent assessment of the adequacy of the settlement terms." Kullar, supra, 168
22 Cal.App.4th at 120 and 129.

23 32. ***Unpaid Overtime Wages*** – The core claim settled in the proposed Settlement is
24 Defendants' alleged failure to pay overtime wages during the Class Period. The Settlement covers
25 5,410 workweeks in which the putative Class Members worked a 3 days a week, 12 hours a day,
26 AWS. This results in a maximum number of 64,920 unpaid overtime hours (5,410 workweeks ×
27 12 hours of overtime premiums a workweek = 64,920). Based on Defendant's data, the average
28 regular rate of pay for the putative Class Members is \$32.59 with an average overtime rate of

1 approximately \$48.89. Critically important for calculating the value of this claim is considering
2 that the putative Class Members were already paid their straight time rate for these hours, so it is
3 only the 0.5 overtime premium that remains unpaid for these hours. As a result, the theoretical
4 maximum amount of unpaid overtime premiums owed by Defendants is approximately
5 \$1,586,807.10 (64,920 unpaid overtime hours $\times$ overtime modifier of 0.5 $\times$ average overtime rate
6 of pay of \$48.89 = \$1,586,807.10). However, this is a theoretical maximum which assumes 100%
7 liability. Defendants argue and their sample records reflect that, at times, some of these employees
8 worked only one or two days a week, in addition to some employees being sick/quarantined at
9 various times (especially during the Covid-19 pandemic in 2020), being absent, going on leaves of
10 absence, or deciding to work only part time. As a result of these occurrences Defendants have
11 argued that the actual overtime liability during the Class Period is substantially lower.

12 33. Putative Class Counsel believes there is a 90% probability of prevailing on class
13 certification on this claim, and that the risk of decertification was also very low given that all of the
14 putative Class Members worked the same AWS schedule. Putative Class Counsel felt they had an
15 80% chance of prevailing at trial for the potential damages on this claim, and an 80% chance of
16 prevailing on appeal. As a result of these risks, Putative Class Counsel strongly felt that the real
17 value for this claim for the purposes of mediation was \$939,271.96 (\$1,586,807.10 $\times$ 90% chance
18 of success at class certification $\times$ 80% chance of success at trial $\times$ 80% chance of success on any
19 appeal).

20 34. *The derivative claim for inaccurate wage statements* – Plaintiff alleges that
21 Defendants failure to pay overtime wages results in derivative liability for a failure to provide
22 accurate wage statements, as the wage statements issued did not display the overtime hours or rates
23 earned during the Class Period. Labor Code § 226 provides a \$50.00 penalty for the initial pay
24 period in which an inaccurate wage statement is provided and a \$100.00 penalty for each
25 subsequent pay period with an inaccurate wage statement. During the Class Period there were
26 approximately 2,488 pay periods. With 142 putative Class Members there are 142 initial pay
27 periods and 2,346 subsequent pay periods. This results in maximum theoretical penalties of
28 \$241,700.00 ((142 $\times$ \$50.00) + (2,346 $\times$ \$100.00)) = \$241,700.00. However, this claim suffers

1 from a serious risk in that Labor Code § 226(e) requires a finding of willfulness and a finding that
2 the inaccuracy caused an actual injury to the employee. Maldonado v. Epsilon Plastics, Inc., 22
3 Cal. App. 5th 1308, 1336 (2018) (holding no liability for inaccurate wage statements in an AWS
4 case.) Here, Defendants have testified that the 3 days a week, 12 hours a day, AWS is industry
5 standard in nursing and that they did not know there were issues with the AWS. Defendants have
6 also testified that they took prompt steps to hold valid AWS elections within 2 months of learning
7 that their AWS was questionable. Defendants are small, primarily family owned and operated by a
8 mother-daughter team. Putative Class Counsel has evaluated that there is a significant chance that
9 Defendants could be successful in arguing that their actions were not willful.

10 35. Putative Class Counsel believes there is a 90% probability of prevailing on class
11 certification on this claim, and that the risk of decertification was also very low given that all of the
12 putative Class Members worked the same AWS schedule and received the same format for their
13 wage statements. Putative Class Counsel felt they had only a 50% chance of prevailing at trial for
14 the potential damages on this claim, and a 40% chance of prevailing on appeal. As a result of these
15 risks, putative Class Counsel strongly felt that the realistic value for this claim for the purposes of
16 mediation was \$43,506.00 ($\$241,700.00 \times 90\% \text{ chance of success at class certification} \times 50\%$
17 $\text{chance of success at trial} \times 40\% \text{ chance of success on any appeal}$).

18 36. *The derivative claim for waiting time penalties* – Plaintiff alleges that Defendants
19 failure to pay overtime wages results in derivative liability for a failure to pay all wages at
20 termination. Labor Code § 203 provides a penalty of 8 hours' worth of wages for 30 days after
21 termination when not all wages are paid. There are approximately 128 putative Class Members
22 who have been terminated. This results in maximum theoretical penalties of \$1,001,164.80 ($142 \times$
23 $8 \text{ hours} \times 30 \text{ days} \times \text{average rate of pay of } \$32.59 = \$1,001,164.80$). Like Labor Code section 226,
24 Labor Code sections 201-203 require a finding of willfulness in order to win penalties, thus this
25 claim suffers the same risk that the wage statement claim suffers from.

26 37. Putative Class Counsel believes there is a 90% probability of prevailing on class
27 certification on this claim, and that the risk of decertification was also very low given that all of the
28 putative Class Members worked the same AWS schedule and were paid the same way. Putative

Class Counsel felt they had only 50% chance of prevailing at trial for the potential damages on this claim, and a 40% chance of prevailing on appeal. As a result of these risks, Putative Class Counsel strongly felt that the realistic value for this claim for the purposes of mediation was \$180,209.66 ($\$1,001,164.80 \times 90\%$ chance of success at class certification $\times 50\%$ chance of success at trial $\times 40\%$ chance of success on any appeal).

38. *The derivative claim for unfair business practices* – Business and Professions Code sections 17200 et seq. does not provide any additional liability in this matter it only allows Plaintiff and the putative Class to extend the statute of limitations of their claims by alleging those violations of law as unfair business practices which requires disgorgement of profits to make them whole. This has already been included in the calculations above.

39. The \$600,000.00 settlement that was reached represents an excellent recovery. The settlement was discounted in light of: (i) the inherent risk of certification and decertification; (ii) the risk of Defendants' future financial liability; (iii) the risks of losing at trial, especially on claims which require a finding of willfulness; and (iv) the risk of appeal. Putative Class Counsel believes the settled claims have a realistic value of \$1,162,987.62. **Putative Class Counsel believes that a settlement of approximately 51.59% of the realistic exposure on the underlying claims, in light of all the above noted factors, is a fair and reasonable settlement.**

<u>Claim</u>	<u>Overall Maximum Exposure</u>	<u>Realistic Exposure Amount</u>
Unpaid Overtime	\$1,586,807.10	\$939,271.96
Wage Statement Labor Code § 226	\$241,700.00	\$43,506.00
Waiting Time Penalties Labor Code § 201-203	\$1,001,164.80	\$180,209.66
Total:		\$1,162,987.62

40. I believe that the claims are meritorious and that certification is proper. However, I have also considered the risk that the case would not be certified, decertified, or damages and penalties would not be as high as anticipated as well as all of the appellant issues. Furthermore,

1 should litigation have progressed any further, each side would have incurred significant expense.
2 In addition, I am aware that Defendants assesses the claims differently and at much lower amounts.
3 Having carefully weighed all these considerations, I am satisfied that the proposed Settlement is in
4 the best interests of the putative Class. In short, the parties believe the terms of the Settlement
5 Agreement are fair and reasonable and should be preliminarily approved by the Court.

6 41. The Gross Settlement Amount is \$600,000.00. The Net Settlement Amount is the
7 amount from which the Individual Settlement Payments are made to Participating Class Members
8 estimated to be approximately \$370,000.00. Deductions for the cost of the Claims Administrator
9 (estimated at \$8,000.00 with a maximum of \$10,000.00), the requested Class Representative
10 Enhancement of \$10,000.00, attorneys' fees (requested at \$200,000.00 or 33.3%) to be determined
11 by the Court, and Putative Class Counsels' litigation costs estimated to be up to \$12,000.00, result
12 in the Net Settlement Amount.

13 42. An Individual Class Payment will be calculated by (a) dividing the Net Settlement
14 Amount by the total number of workweeks worked by all participating Class Members during the
15 Class Period and (b) multiplying the result by each participating Class Member's workweeks.

16 43. The Settlement is premised on the representation that the putative Class Members
17 worked 5,410 workweeks during the Class Period. The average AWS Class Member will receive
18 approximately \$2,605.63 with a theoretical minimum payout of approximately \$68.39 to a Class
19 Member that worked just one workweek during the Class Period, and a theoretical maximum of
20 approximately \$7,865.06 for a Class Member that worked during the entire Class Period
21 (approximately 115 workweeks). The average hourly overtime rate of pay for the class members
22 was \$48.89 per hour. As such, the average Class Member will receive a little more than 53 hours
23 of overtime pay.

24 44. I believe that the Settlement is very fair and reasonable. I and the attorneys of my
25 firm have conducted significant discovery in the case, as noted above and in detail below, so that
26 we can properly evaluate both the strengths and weaknesses of the case.

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28 ///

1 **Numerosity**

2 45. The proposed settlement and Class involve approximately 142 putative class
3 members. This number satisfies the numerosity requirements in California pursuant to California
4 Code of Civil Procedure §382.

5 **Common Questions of Law and Fact Predominate**

6 46. The claims of the proposed class all turn on a common question of law and fact, i.e.
7 whether Defendants had a validly implemented AWS during the Class Period. All of the claims
8 turn on this single issue which is common to all of the putative Class Members and can be resolved
9 completely with the same evidence.

10 **The Class Representative is Typical and Adequate**

11 47. The claims of the class representative Ms. Perez is typical of the Class Members, as
12 she worked the same AWS as the other Class Members at both Juniper and Hilton during the Class
13 Period. Ms. Perez also received the same standardized wage statements as the other members of
14 the putative Class and is a former employee. Ms. Perez is adequate because she will fairly
15 represent the Class and will not place her interests above any member of the Class. (Perez Decl.
16 Decl., ¶¶ 8, 11-12.)

17 **Class Representative Enhancement**

18 48. I believe that Class Representative Enhancement of \$10,000.00 to Ms. Perez is fair
19 and reasonable. Ms. Perez is a former employee of Defendants and her lawsuit will provide
20 substantial compensation to more than 140 individuals. Ms. Perez has worked to review and
21 respond to requests for production of documents, special interrogatories, and form interrogatories
22 propounded by Defendants. Ms. Perez also helped us in our investigation and in preparing our
23 motion for class certification and for mediation. Ms. Perez has also remained in contact with
24 putative Class Counsel throughout this litigation and the settlement process and taken extraordinary
25 pains to fully understand the case and Settlement Agreement. All in all, Ms. Perez has been
26 diligent and acted above and beyond that of which is expected of a class representative throughout
27 all the stages of the litigation, up to and including preliminary approval of the class action
28 settlement. There are few individuals that are willing to act as class representatives and provide the

1 work, diligence and willingness to assume a substantial risk if Defendants had prevailed in this
2 case. Ms. Perez's willingness to assume the financial risk is significant. California law states that
3 the losing party may be responsible for paying the prevailing party's costs. As such, if Ms. Perez
4 would have not prevailed in this case, as the class representative she could have been subjected to a
5 cost award in the amount of tens of thousands of dollars. Ms. Perez has also taken the risk that she
6 may be blacklisted in the nursing industry for bringing this case. As such, putative Class Counsel
7 believes that the requested enhancement for Ms. Perez is fair and reasonable.

8 **Fair & Reasonable Settlement**

9 49. This case was settled after arm's length negotiation during a full day mediation.
10 Putative Class Counsel submits that the settlement for each participating Class Member is fair,
11 reasonable, and adequate given the inherent risk. The amount recoverable for each Class Member
12 (approximately \$2,605.63 on average), is considerable for wage and hour class actions and is fair
13 and reasonable based on a review of all objective evidence. The Settlement that has been reached,
14 subject to this Court's approval, is the product of a lot of effort by the parties and their counsel.

15 50. Putative Class Counsel have conducted a thorough investigation into the facts,
16 including formal and informal discovery and exchange of information as outlined above. The
17 Settlement is for \$600,000.00. There is no claim form requirement, and no portion of the
18 Settlement will revert to Defendants.

19 51. This declaration is also submitted in support of my qualifications as class action
20 counsel.

21 **Putative Class Counsel's Qualifications**

22 52. My firm and I have extensive experience handling wage and hour class actions
23 and/or representative actions in state and federal courts. I personally have been practicing since
24 1998 and started as an associate at Brobeck, Phleger and Harrison, LLP in the Employment Group.
25 I spent the majority of my 5 years there handling wage and hour class actions. In the
26 approximately 26 years that I have been practicing law, I estimate that I have been counsel of
27 record on at least 100 wage and hour class actions and/or representative actions and have dedicated
28 at least 75% of my time over my career handling wage and hour cases.

1 53. I am admitted, in good standing, to practice as an attorney in the State of California
2 and have never been subject to discipline by the State Bar of California.

3 54. I am admitted to practice in all California state courts as well as in the following
4 federal courts: Northern District of California, Central District of California, Southern District of
5 California, Eastern District of California, and the Ninth Circuit Court of Appeals.

6 55. I and my firm Gleason & Favarote, LLP have been counsel of record in the
7 following wage and hour class and/or representative actions:

- 8 a. Arthur Barnes et. al. v. Target Corporation., Case No. CIVDS2007761
- 9 b. Joshua Loughrie et al. v. Target Corporation., Case No. CIVDS1804580
- 10 c. Alexander Duarte v. LAZ Parking, et al., LASC Case No. BC646274
- 11 d. Peter Thom v. PMAB-3, LLC, et al., Case No. 30-2015-00825585-CU-OE-
12 CXC
- 13 e. Nathan A. Scholz, et al. v. Tom James Company, et al., Case No. BC499218
- 14 f. Keith Lee v. American Linehaul Corporation, et al., Case No. BC589745
- 15 g. Nathan Pulley v. Stein Mart, Inc., Case No.: 34-2015-00186167
- 16 h. La Tina Sankey v. Aéropostale West, Inc., Case No.: BC457468
- 17 i. Angel Pakaz v. Aéropostale West, Inc., Case No.: BC493736
- 18 j. Andrea Ware v. Soho House West Hollywood, LLC., et al., Case No.:
19 BC496246
- 20 k. Xiao Ping Zhu v. TAWA Supermarket, Inc., Case No.: BC398659
- 21 l. Ivan Rojo v. FMI, Inc., Case No.: BC426208

22 **Class Counsel's Attorney's Fees and Costs**

23 56. In the present case, Class Counsel is requesting \$200,000.00 (33.3%) for attorneys'
24 fees. Class Counsel believes that this is appropriate based upon a common fund and/or Lodestar
25 analysis which will be explained in detail in Class Counsel's request for fees and costs at the final
26 fairness hearing if the Court grants preliminary approval of the Settlement. This Settlement is for
27 \$600,000.00 and Class Counsel believes that pursuant to Laffitte v. Robert Half International Inc.,
28 1 Cal.5th 480, 503 (2016) and Lealao v. Beneficial California, Inc., 82 Cal.App.4th 19, this request

1 is fair and reasonable in view of the typical common fund attorneys' fees awards and similar
2 California class action settlements, and the hours worked on this case. Likewise, Class Counsel
3 has requested up to \$12,000.00 in litigation costs. Class Counsel will file a detailed statement of
4 time worked and costs at the time of final approval.

5 57. The parties have agreed on ILYM Group Inc. as the claims administrator and
6 respectfully request this Court appoint them to handle the administration of the Settlement. ILYM
7 is a reputable class action administrator located in Tustin, California with more than 13 years of
8 settlement administration experience. My firm has worked with ILYM to administrate settlements
9 in the past and has never had a reason to doubt their competence as class action administrators.
10 ILYM's website shows that it has administrated more than 100 settlements for state and federal
11 courts all over California in the last 3 years. The costs of the claims administration are estimated to
12 be up to \$8,000.00.

13 I declare under penalty of perjury under the laws of the United States of America and the
14 State of California that the foregoing is true and correct, and that this declaration is made and
15 executed on this 9th day of July 2024, at Long Beach, California.

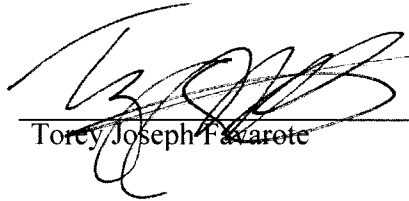
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EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Angel Perez (“Plaintiff”) and defendants Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner, San Bernardino County Superior Court, Case No. CIVSB2220728*, initiated on September 16, 2022.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means all persons currently or formerly employed by Defendants Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid, non-exempt employees who worked an alternative workweek schedule of 12 hours a workday, 3 workdays a workweek during the Class Period.
- 1.5 “Class Counsel” means Torey Joseph Favarote of Gleason & Favarote, LLP.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means Class Member identifying information in Defendants’ possession, verified by declaration, including the Class Member’s name, last-known mailing address, Social Security Number, and number of Class Period Workweeks.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.
- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION

SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish translation, without material variation, which shall be drafted by Plaintiff and agreed on by both Parties pursuant to paragraph 6.2 of this Agreement below.

- 1.11 “Class Period” means the period from September 16, 2018 to December 1, 2020.
- 1.12 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14 “Court” means the Superior Court of California, County of San Bernardino.
- 1.15 “Defendants” means Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner, the named defendants in the Action.
- 1.16 “Defense Counsel” means Erick J. Becker, Garrett Fahy, and Hwui Lee of Cummins & White, LLP.
- 1.17 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.19 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.20 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$600,000.00 (Six Hundred Thousand Dollars and No Cents) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked for the Defendants during the Class Period.

- 1.23 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.24 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.25 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.27 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.28 “Plaintiff” means Angel Perez, the named plaintiff in the Action.
- 1.29 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.30 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval.
- 1.31 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.32 “Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, and successors. The Released Parties specifically do not include Bright Sky Home Health Care, Inc., Bright Sky Hospice Care, Inc., and/or Blue Jay Manor, LLC.
- 1.33 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.34 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired.
- 1.35 “Settlement” means the disposition of the Action effected by this Agreement and the

Judgment.

- 1.36 “Workweek” shall be defined using hire dates, re-hire dates, and termination dates, as applicable during the Class Period.

2. RECITALS.

- 2.1 On September 16, 2022, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action against Defendants for: (1) Failure to Pay Overtime Wages; (2) Failure to Provide Rest Periods; (3) Failure to Provide Meal Periods; (4) Failure to Pay Waiting Time Penalties in Violation of Labor Code Labor Code Sections 201-203; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Indemnify Employees for Expenditures; and (7) Unfair Business Practices. Plaintiff also included a PAGA Representative Action Complaint alleging causes of action against Defendants for Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*). Plaintiff filed an Amended Complaint (“Operative Complaint”) with the same claims on January 6, 2023. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3 On March 21, 2024, the Parties participated in an all-day mediation presided over by Daniel Turner which led to this Agreement to settle the Action.
- 2.4 On January 5, 2024, proposed Class Counsel took the deposition of Hilton Manor, LLC and Juniper Manor, LLC’s Person Most Knowledgeable (“PMK”) deponent, and took the deposition of individual defendant Eleanor Iswinari Posner on February 14, 2024. Plaintiff propounded 77 special interrogatories and 143 document production requests on Defendants. The Parties also held an informal discovery conference with the Court on October 5, 2023, and scheduled another informal discovery conference for November 1, 2023 which resulted in a minute order, to resolve discovery issues in the case.
- 2.5 Prior to mediation, Plaintiff also obtained, through informal discovery, personnel records pertaining to Plaintiff; Class data including total number of current and former employee Class Members during applicable periods; total number of workweeks and pay periods; average and median hourly rates of pay; employee handbooks; and other wage and hour policy documents. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.6 The Court has not granted class certification.
- 2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by

the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$600,000.00 (Six Hundred Thousand Dollars and No Cents) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000.00 (in addition to any Individual Class Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for any personal taxes owed on the Class Representative Service Payment.
 - 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.3%, which is currently estimated to be \$200,000.00, and a separate Class Counsel Litigation Expenses Payment in an amount that Plaintiff claims as long as it is approved and reasonable. Defendants will not oppose requests for these payments provided that the Class Counsel Fees Payment does not exceed these amounts, and if the Class Counsel Litigation Expenses Payment is reasonable. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for any of their own taxes owed on the Class Counsel Fees Payment and the Class

Counsel Litigation Expenses Payment.

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any of their own taxes owed on their Individual Class Payment.
 - 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks. Based on a review of its records to date, Defendants estimate the Class Members collectively worked a total of 5,410 Workweeks during the Class Period.
- 4.2 Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, along with a signed declaration regarding the accuracy of the data provided. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator.
- 4.4.4 The payment of Individual Class Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiff's Release. Plaintiff and her representatives, agents, attorneys, heirs,

administrators, successors and assigns generally, releases and discharges the Released Parties from any and all claims, transactions or occurrences that occurred during her employment with Hilton Manor, LLC and Juniper Manor, LLC during the Class Period, including, but not limited to any and all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint (“Plaintiff’s Release.”). Plaintiff’s Release does not extend to any claims she has or might have against former defendants Blue Jay Manor, LLC, Bright Sky Home Health Care, Inc., Bright Sky Hospice Care, Inc., or any other person or entity. Plaintiff’s Release also does not extend to any claims she has or might have against Eleanor Iswinari Posner outside the Class Period or in connection with any of Eleanor Iswinari Posner’s activities at Blue Jay Manor, LLC, Bright Sky Home Health Care, Inc., Bright Sky Hospice Care, Inc., or any other entity. Plaintiff’s Release also does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves, release the Released Parties from any and all claims for: unpaid overtime wages under Labor Code §§ 510, 558, 558.1, 1194, and 1198; failure to provide accurate itemized wage statements under Labor Code § 226(a); waiting time penalties under Labor Code §§ 201-203 and Business & Professions Code § 17200, *et. seq.* that were alleged, or reasonably could have been alleged, during the Class Period based on the facts stated in the Operative Complaint (“the Released Claims”). The Participating Class Members do not release any claims against Eleanor Iswinari Posner in connection with her actions after the Class Period or in connection with any entities other than Hilton Manor, LLC and Juniper Manor, LLC during the Class Period. The Class Members’ release of the Released Claims is effective upon Defendants’ complete funding of the Settlement pursuant to section 4.3 of this Agreement.

5.3 Dismissal Without Prejudice of PAGA Claim: Plaintiff shall file a Notice of Dismissal (without prejudice) of her PAGA claim within fourteen (14) court days after the execution of this Agreement by all Parties. The Parties agree to stipulate to grant Plaintiff leave to amend to reassert Plaintiff’s PAGA claim as alleged in its entirety, without prejudice to Plaintiff’s right to litigate the PAGA claim as if it had never been dismissed, in the event that the Settlement is not granted Final Approval. The Parties expressly acknowledge that there shall be no PAGA – related payments by the Defendants to the Class Members or the LWDA and no release of any claims under PAGA as a result of this Settlement.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 Declaration in Support of Preliminary Approval. Within 15 (fifteen) days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a draft proposed Class Notice and bid from the Administrator.
- 6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; and obtaining a prompt hearing date for the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve any disagreement related to this Agreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.3 Notice to Class Members.
 - 7.3.1 No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.
 - 7.3.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members

identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form of the English version of the Class Notice. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.3.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.3.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.3.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.4 Requests for Exclusion (Opt-Outs).

- 7.4.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.4.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably

ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 7.4.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.4.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action Settlement.
- 7.5 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.
- 7.6 Objections to Settlement.
 - 7.6.1 Only Participating Class Members may object to the class action Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
 - 7.6.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.6.3 **Non-Participating Class Members** have no right to object to any of the class action components of the Settlement.

7.7 **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.7.1 **Website, Email Address and Toll-Free Number.** The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.7.2 **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.3 **Weekly Reports.** The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4 **Workweek Challenges.** The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final.

7.7.5 **Administrator's Declaration.** No later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the

Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 21 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, there are 5,410 total Workweeks during the Class Period. If there is a five percent (5%) increase in the number of 5,410 reported Class Workweeks, Defendants shall have the option to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 5% (for example, if the number of Workweeks increases by 6%, the GFV will increase by 1%) or (ii) shorten the release period to an earlier date at which only the represented number of Workweeks plus 5% are covered by the Class Period.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of: (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). If the Court does not grant Preliminary and Final Approval of the Class Action Settlement, the

parties will not stipulate to Class Certification.

- 11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel for any outside firm; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with the Administrator or Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the

Court for resolution.

- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 11.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Torey Favarote, Esq.
Gleason & Favarote, LLP
4014 Long Beach Blvd., Suite 300
Long Beach, CA 90807

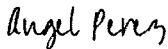
To Defendants:

Erick J. Becker, P.C.
Cummins & White, LLP
2424 S. E. Bristol St., Suite 300
Newport Beach, CA 92660

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

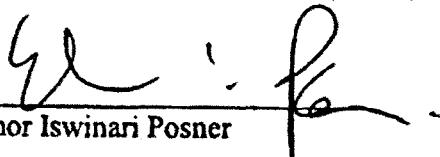
11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Plaintiff:

DocuSigned by:

0622142050A54BC...
Angel Perez

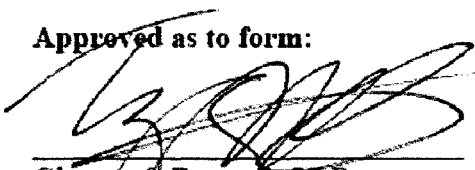
Date: 5/31/2024

For Defendants Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner:

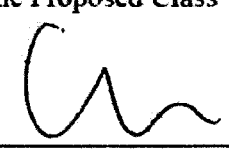

Eleanor Iswinari Posner

Date: 6-11-24

Approved as to form:


Gleason & Favarote, LLP
Attorneys for Plaintiff Angel Perez
and the Proposed Class

Date: June 18, 2024


Cummins & White, LLP
Attorneys for Defendants Hilton Manor, LLC,
Juniper Manor, LLC, and Eleanor Iswinari Posner

Date: 6/11/24

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner

San Bernardino County Superior Court, Case No. CIVSB2220728

To: All persons currently or formerly employed by Defendants Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid, non-exempt employees who worked an alternative workweek schedule of 12 hours a workday, 3 workdays a workweek during the time period of September 16, 2018 to December 1, 2020.

PLEASE READ THIS NOTICE CAREFULLY

IT MAY AFFECT YOUR LEGAL RIGHTS TO MONEY YOU MAY BE OWED IN CONNECTION WITH YOUR EMPLOYMENT BY HILTON MANOR, LLC AND JUNIPER MANOR, LLC. IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST RETURN YOUR COMPLETED ELECTION NOT TO PARTICIPATE IN SETTLEMENT, DATED, SIGNED, AND POSTMARKED BY NOT LATER THAN [REDACTED], 2024, OR ELSE YOU WILL BE BOUND BY THE SETTLEMENT.

BASED ON INFORMATION CONTAINED IN HILTON MANOR, LLC AND JUNIPER MANOR, LLC'S RECORDS, YOU WORKED [INSERT NUMBER] WEEKS DURING THE CLASS PERIOD AND THUS ARE ELIGIBLE TO RECEIVE A CLASS SETTLEMENT PAYMENT IN THE GROSS ESTIMATED AMOUNT OF \$[INSERT AMOUNT] LESS APPLICABLE PAYROLL TAXES

AS EXPLAINED IN MORE DETAIL BELOW, ***YOU DO NOT NEED TO TAKE ANY ACTION TO RECEIVE YOUR SETTLEMENT PAYMENT.*** AS A CLASS MEMBER, YOU WILL RECEIVE SETTLEMENT FUNDS AND BE BOUND BY THE RELEASE OF ANY CLAIMS DESCRIBED IN THIS NOTICE.

IF YOU WISH TO OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

PURSUANT TO THE ORDER OF THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO (THE "COURT"), ENTERED ON [REDACTED], 2024, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

WHAT IS THIS NOTICE ABOUT?

A proposed settlement (the "Settlement") has been reached between representative plaintiff Angel Perez ("Plaintiff") and defendants Hilton Manor, LLC and Juniper Manor, LLC, in the class action pending in the Court (the "Action") brought on behalf of the following individuals (the "Class"):

All persons currently or formerly employed by Defendants Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid, non-exempt employees who worked an alternative workweek schedule of 12 hours a workday, 3 workdays a workweek during the Class Period of September 16, 2018 to December 1, 2020.

The Court has preliminarily approved the Settlement and conditionally certified the Class for purposes of the Settlement only. You have received this notice because Hilton Manor, LLC and Juniper Manor, LLC's records indicate that you are a member of the Class. This notice is designed to inform you of how you can object to the Settlement, elect not to participate in the Settlement, or provide corrected information to the Settlement Administrator. Unless you submit an election not to participate in the Settlement, the Settlement if finally approved by the Court will be binding upon you.

WHAT IS THIS LAWSUIT ABOUT?

The Action, which is currently pending in the Superior Court of California, County of San Bernardino (the “Court”), is titled “*Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner*,” San Bernardino County Superior Court, Case No. CIVSB2220728.

In the Action, Plaintiff alleged claims against Hilton Manor, LLC and Juniper Manor, LLC for (1) failure to pay overtime wages; (2) failure to provide rest periods; (3) failure to provide meal periods; (4) failure to pay waiting time penalties; (5) failure to provide accurate itemized wage statements; (6) failure to reimburse employees for expenditures; and (7) unfair business practices. Plaintiff is only settling claims for a failure to pay all overtime earned during the Class Period, failure to issue accurate wage statements in connection with that unpaid overtime during the Class Period, and waiting time penalties to those terminated employees who were not paid all overtime during the Class Period. All of the remaining claims are not being settled. Plaintiff also seeks the recovery of prejudgment interest; and attorneys’ fees and costs. Plaintiff sues on behalf of herself and the Class.

Hilton Manor, LLC and Juniper Manor, LLC deny all of Plaintiff’s material allegations. Specifically, Hilton Manor, LLC and Juniper Manor, LLC contends, among other things, that Plaintiff and the Class Members were paid all wages to which they were entitled and were paid those wages timely; that there is no basis to award penalties; that a class could not be appropriately certified in the Action; and if a class were certified, Hilton Manor, LLC and Juniper Manor, LLC’s defenses to Plaintiff’s claims would be applicable to the claims of the class.

After good-faith negotiations presided over by a private mediator, in which both sides recognized the substantial risk of an uncertain outcome, Plaintiff and Hilton Manor, LLC and Juniper Manor, LLC agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Hilton Manor, LLC and Juniper Manor, LLC that Plaintiffs’ claims in the Action have merit or that it has any liability to Plaintiff or the Class on those claims. On the contrary, Hilton Manor, LLC and Juniper Manor, LLC deny any and all such liability.

The parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class.

SUMMARY OF THE SETTLEMENT

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement if you fall within the following definition:

All persons currently or formerly employed by Defendants Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid, non-exempt employees who worked an alternative workweek schedule of 12 hours a workday, 3 workdays a workweek from September 16, 2018 to December 1, 2020.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. Hilton Manor, LLC and Juniper Manor, LLC will pay \$600,000.00 as the Maximum Settlement Amount. The Maximum Settlement Amount will fund all payments to be made under the Settlement.
2. Out of the Maximum Settlement Amount, Hilton Manor, LLC and Juniper Manor, LLC will pay to each Class Member who does not submit a valid and timely Election Not to Participate in Settlement a Settlement Share that is calculated as follows:

Each individual Class Member's payment will be calculated by dividing the Net Settlement Amount by the total number of workweeks worked by all participating Class Members during the Class Period and then multiplying the result by each Participating Class Member's workweeks.

3. The "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment of \$10,000.00, Class Counsel Fees Payment of \$200,000.00, Class Counsel Litigation Expenses Payment of \$12,000.00, and the estimated Administration Expenses Payment of \$8,000.00. The remainder is to be paid to Participating Class Members as Individual Class Payments.
4. Following the Court-approved deductions from the Maximum Settlement Amount, the remaining Net Settlement Amount will be paid out to all Class Members who do not submit a timely and valid Election Not to Participate in Settlement pursuant to the formula set forth in paragraph 2 above.
5. The Settlement Shares and other amounts awarded by the Court will be paid after final court approval of the Settlement, entry of the final judgment, and the exhaustion of all rights to appeal or review, or after any appeal or review has been resolved in favor of the Settlement.
6. You will be included in the Settlement and receive your proportional share of the Settlement if, by the deadline of , 2024, you do not complete and submit an Election Not to Participate in Settlement, which is provided with this notice, in accordance with the conditions for submitting that Election. If you do not complete and submit an Election Not to Participate in Settlement in accordance with the conditions for submitting that Election, you will be bound by this Settlement. If you do complete and submit by the deadline an Election Not to Participate in Settlement in accordance with the conditions for submitting that Election, you will be excluded from the Settlement and will not receive a Settlement Share, but you will retain the right you may have, if any, to pursue a claim against Hilton Manor, LLC and Juniper Manor, LLC.
7. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the terms of the Settlement with respect to the payments to be made to Class Members or the scope of their release of claims, or the final judgment to be entered in the Action, then the Settlement will become null and void; if that occurs, neither Plaintiffs nor Hilton Manor, LLC and Juniper Manor, LLC will have further obligations under the Settlement, including any obligation by Hilton Manor, LLC and Juniper Manor, LLC to pay the Maximum Settlement Amount or any amounts that otherwise would have been owed under this Settlement. An award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Payments and the Class Counsel Fees and Expenses Payment will not constitute a material change to the Settlement. Notwithstanding the foregoing, Plaintiffs and Class Counsel reserve their right to appeal an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the Class Representative Payments and Class Counsel Fees and Expense Payment, but not the approval of the Settlement otherwise.
8. The Court has appointed ILYM Group Inc. to act as an independent Settlement Administrator and to resolve any dispute concerning the calculation of a Class Member's entitlement to a Settlement Share.
9. If you dispute the accuracy of any of the information used to calculate your Settlement Share, shown on your enclosed Class Member Settlement Information Sheet, you must ask the Settlement Administrator to resolve the matter. In order to do so, you must contact the Settlement Administrator. You may contact the Settlement Administration via fax, email, or regular mail. To dispute the accuracy of your records you must contact the Settlement Administrator by the deadline of , 2024, informing the Settlement Administrator of the fact of the dispute and the basis for your contention that different information is correct for you (including any documentary evidence that you have to support your contention). In the event of a dispute, absence of any contrary documentation will entitle the Administrator to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

10. The Settlement includes the following release for participating Class Members:

All Participating Class Members, on behalf of themselves, release the Released Parties from any and all claims for: unpaid overtime wages under Labor Code §§ 510, 558, 558.1, 1194, and 1198; failure to provide accurate itemized wage statements under Labor Code § 226(a); waiting time penalties under Labor Code §§ 201-203 and Business & Professions Code § 17200, et. seq. that were alleged, or reasonably could have been alleged, during the Class Period based on the facts stated in the Operative Complaint (“the Released Claims”). The Participating Class Members do not release any claims against Eleanor Iswinari Posner in connection with her actions after the Class Period or in connection with any entities other than Hilton Manor, LLC and Juniper Manor, LLC during the Class Period. The Class Members’ release of the Released Claims is effective upon Defendants’ complete funding of the Settlement.

11. **Class Representative Payment:** In addition to her respective Settlement Share as a Class Member, Plaintiff will seek approval from the Court for a payment of \$10,000 in consideration of their initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event she was unsuccessful in the prosecution of the Action, and granting the general release as part of the Settlement. This payment, which will be paid to the named Plaintiff as approved by the Court and is in addition to the Plaintiff’s Settlement Share, will be made out of the Maximum Settlement Amount.

12. **Class Counsel Fees and Expenses Payment:** Class Counsel have represented and continue to represent the Class on a contingency-fee basis. That means that attorneys’ fees are paid only if money is recovered for the Class. It is common to award attorneys’ fees as a percentage of the settlement amount negotiated by the attorneys for the class. As part of the final approval hearing, Torey Joseph Favarote of Gleason Favarote LLP will request up to \$200,000 (one-third of the Maximum Settlement Amount) and up to \$12,000 for their expenses incurred in connection with their work in this case. Hilton Manor, LLC and Juniper Manor, LLC do not oppose this payment. This amount constitutes full and complete compensation for all legal fees, costs and expenses of all Class Counsel, including costs and expenses resulting from experts and other vendors retained by Class Counsel in connection with the litigation and all work done through the completion of the litigation, whatever date that may be. Class Members will not be required to pay Class Counsel for any other attorneys’ fees, costs or expenses out of their own pockets if the Settlement Agreement and the fee request are finally approved by the Court. Class Counsel’s attorneys’ fees and expenses as approved by the Court will be paid out of the Maximum Settlement Amount.

13. **Costs of Administration:** The reasonable costs of administering the Settlement, including the Settlement Administrator’s fees and expenses, are expected to be \$8,000 and are not to exceed \$10,000, will be paid out of the Maximum Settlement Amount.

14. **Plaintiff and Class Counsel’s Support of the Settlement:** Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons include the risk of denial of class certification and a trial on the merits, the inherent delays and uncertainties associated with litigation, and the possibility that the Class is not entitled to any recovery. Based on their experience litigating similar cases, Class Counsel believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including the amount of damages, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class Counsel believe that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?
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1. **Receipt of Settlement Share:** If the enclosed Class Member Settlement Information Sheet correctly states your identifying information and the information about your employment with Hilton Manor, LLC and Juniper Manor, LLC, you do not need to take any further action to receive your Settlement Share if the Court grants final approval of the Settlement. This notice provides an estimate of your Settlement Share if no Class Members elect not to participate in the Settlement on the first page; your actual Settlement Share may be more or less. It is your obligation to keep the Settlement Administrator informed of any changes in your mailing address until your Settlement Share is received, should final approval of the Settlement be

granted. Failing to provide the Settlement Administrator with any change of your mailing address may prevent you from receiving your Settlement Share.

2. **Participating in the Settlement:** Plaintiff as Class Representative and Class Counsel represent your interests as a Class Member. Unless you elect not to participate in the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final judgment that may be entered by the Court, and you will be deemed to have released the claims against Hilton Manor, LLC and Juniper Manor, LLC and the other released parties described above. As a member of the Class, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.
3. **Objecting to the Settlement:** You may object to the terms of the Settlement before final approval.

MAIL YOUR OBJECTION TO:

ILYM Group, Inc.
[Insert Class Admin Information]

DO NOT TELEPHONE THE COURT OR HILTON MANOR, LLC AND JUNIPER MANOR, LLC 'S COUNSEL.

4. Any written objection must state your full name, address, date of birth, and the dates of your employment at Hilton Manor, LLC and Juniper Manor, LLC. Written objections to the Settlement must be mailed by not later than [REDACTED], 2024; written objections to the requests for the Class Representative Payments and the Class Counsel Fees and Expenses Payment must be mailed by not later than [REDACTED], 2024.
5. If you submit a timely written objection, you also may appear or appear through counsel of your choice, paid at your own expense, and be heard at the time of the final approval hearing, if you wish to do so.
6. If the Court overrules your objection and you did not submit a timely and valid Election Not to Participate in the Settlement, you will be bound by the terms of the Settlement.
7. **Excluding Yourself from the Settlement:** If you do not wish to participate in the Settlement, you must complete the enclosed form of Election Not to Participate in Settlement ("Election Not to Participate"). The Election Not to Participate must be completed, dated, signed by you, and returned to the Settlement Administrator by not later than [REDACTED], 2024. A Class Member who fails to mail an Election Not to Participate in the manner and by the deadline specified above will be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and the Judgment, regardless of whether he or she has objected to the Settlement.

Any person who files a complete and timely Election Not to Participate will, upon receipt, no longer be a member of the Settlement Class and will not be eligible to receive a Settlement Share, and he or she will not be included in calculating the Settlement Share of any other Class Member. Any such person will retain the right, if any, to pursue at his or her own expense a claim against Hilton Manor, LLC and Juniper Manor, LLC. An incomplete or unsigned Election Not to Participate will be deemed invalid.

There will be no retaliation or adverse action taken by Hilton Manor, LLC and Juniper Manor, LLC against any Class Member who participates in the Settlement or elects not to participate in the Settlement.

8. **Settlement Administrator's Address:** If you do not want to participate in the Settlement and receive a share of the Settlement send your Election Not to Participate in Settlement to the Settlement Administrator at the following address:

ILYM Group Inc.



FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on [REDACTED], 2024, at [REDACTED] p.m., in Department S-26 of the Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, California 92415, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class Representative Payments and the Class Counsel Fees and Expenses Payment.

The hearing may be postponed without further notice to the Class. **It is not necessary for you to appear at this hearing. If you have submitted a written objection and indicated that you intend to appear in the manner set forth above, you may appear at the hearing and be heard.**

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Office of the Clerk, Superior Court of California, County of San Bernardino, 247 West Third Street, San Bernardino, California 92415, during the Clerk's normal business hours; or you may contact Class Counsel or the Settlement Administrator.

CLASS COUNSEL

Torey Joseph Favarote
Gleason Favarote LLP
3646 Long Beach Boulevard, Suite 203
Long Beach, California 90807
Telephone: (213) 452-0510
Facsimile: (213) 452-0514
E-mail: tfavarote@gleasonfavarote.com

HILTON MANOR, LLC AND JUNIPER MANOR, LLC 'S COUNSEL

Erick J. Becker
Garrett Fahy
Hwui Lee
Erick J. Becker, P.C.
Cummins & White, LLP
2424 S. E. Bristol St., Suite 300
Newport Beach, CA 92660
Telephone: (415) 856-7000
Facsimile: (415) 856-7100
E-mail: ebecker@cwlawyers.com
gfahy@cwlawyers.com
Hlee@cwlawyers.com

**PLEASE DO NOT TELEPHONE THE COURT OR HILTON MANOR, LLC AND
JUNIPER MANOR, LLC 'S COUNSEL FOR INFORMATION REGARDING THIS
SETTLEMENT! YOU MAY, HOWEVER, CALL ANY OF THE CLASS COUNSEL
LISTED ABOVE.**

ELECTION NOT TO PARTICIPATE IN SETTLEMENT

Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner,
San Bernardino County Superior Court, Case No. CIVSB2220728

ONLY MAIL THIS FORM IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT.

Full Name: _____

Mailing Address: _____

City, State, Zip Code: _____

I do not wish to participate in the settlement in the case of *Angel Perez v. Hilton Manor, LLC, Juniper Manor, LLC, and Eleanor Iswinari Posner*, San Bernardino County Superior Court, Case No. CIVSB2220728. I understand by electing not to participate I will not receive any share of the settlement proceeds but will preserve my rights to bring my own independent action at my own expense.

Signed: _____ Dated: _____

PROOF OF SERVICE

I, Thomas Steinhart, declare:

I am and was at the time of the service mentioned in this declaration, employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the within action. My business address is Gleason & Favarote, LLP, 3646 Long Beach Blvd., Suite 203, Long Beach, CA 90807.

On July 9, 2024, I served a copy(ies) of the following document(s):

**DECLARATION OF TOREY JOSEPH FAVAROTE IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;
CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS; APPOINTMENT OF
CLASS REPRESENTATIVE, CLASS COUNSEL AND SETTLEMENT
ADMINISTRATOR; APPROVAL OF CLASS NOTICE PACKET; AND SETTING OF
FINAL APPROVAL HEARING**

on the parties to this action by having them placed them in a sealed envelope(s) addressed as follows:

Attorney	Party(ies) Served	Method of Service
Erick J. Becker, P.C. Garrett Fahy Hwui Lee CUMMINS & WHITE, LLP 2424 S.E. Bristol St., Ste. 300 Newport Beach, CA 92660 Tel: (949) 852-1800 Fax: (949) 852-8510 ebecker@cwlawyers.com gfahy@cwlawyers.com hlee@cwlawyers.com dpimentel@cwlawyers.com dgabrielson@cwlawyers.com	Attorney for Defendants HILTON MANOR, LLC; BLUE JAY MANOR, LLC; JUNIPER MANOR, LLC; BRIGHT SKY HOME HEALTH CARE, INC.; BRIGHT SKY HOSPICE CARE INC.; and ELEANOR ISWINARI POSNER	Hand

- ☐ [BY OVERNIGHT COURIER] I caused the sealed envelope(s) to be delivered by a commercial courier service for overnight delivery to the offices of the addressee(s).
- ☒ [BY HAND] I directed the sealed envelope(s) to the party(ies) so designated on the service list to be delivered by Bosco Legal Services, Inc. this date.
- ☐ [BY FACSIMILE TRANSMISSION] I caused said document to be sent by facsimile transmission to the fax number indicated for the party(ies) listed above.
- ☐ [BY DESIGNATED ELECTRONIC FILING SERVICE] I hereby certify that the above-referenced document(s) were served electronically on the parties listed herein at their most recent known email address or email of record by submitting an electronic version of the document(s) to One Legal, LLC, through the user interface at www.onelegal.com.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that this declaration was executed on July 9, 2024, at Long Beach, California.

Thomas Steinhart