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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 FINAL**
) **APPROVAL OF CLASS ACTION**
) **SETTLEMENT AND AWARD FOR**
) **ATTORNEYS' FEES, COSTS, AND**
) **CLASS REPRESENTATIVE**
) **ENHANCEMENT**

) Date: March 12, 2025

) Time: 8:30 a.m.

) Judge: Hon. Christian Towns

) Dept: S-26

) Action Filed: September 16, 2022

) Trial Date: None

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1 4. There were no objections to the Settlement, and no requests for exclusion forms
2 were returned. If the Court awards all amounts sought, the average Class Member will receive
3 approximately \$3,109.66, which equates to approximately \$68.39 per workweek. (\$370,000 net
4 settlement amount ÷ 5,410 workweeks in aggregate during the Class Period = \$68.39 per
5 workweek.)

6 **Procedural History of the Action**

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

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

22 7. On January 11, 2024, Plaintiff dismissed Blue Jay Manor, LLC, Bright Sky Home
23 Health Care Inc., and Bright Sky Hospice Care Inc. without prejudice.

24 8. On March 21, 2024, after substantial discovery including multiple days of
25 deposition including the deposition of Defendants’ person most knowledgeable (“PMK”) and
26 defendant Posner, 77 special interrogatories, two informal discovery conferences scheduled, 143
27 requests for production of documents, several sets of form interrogatories, and evaluating 1,300
28 documents produced by Defendants (nearly 1,000 of which were time and payroll records for the

1 Class), the parties attended a mediation with respected wage and hour mediator Daniel Turner, Esq.
2 Perez reserved an April 30, 2024 hearing date for her motion for class certification and her counsel
3 drafted a motion for class certification prior to mediation that was ready to be filed if the mediation
4 failed. On March 26, 2024, the parties accepted a mediator's proposal.

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

7 10. As the Class Period is outside of the limitations period for Plaintiff's PAGA claim,
8 which is from September 16, 2018 to December 1, 2020, no PAGA claims will be settled or
9 released, and Plaintiff will dismiss that claim without prejudice along with causes of action 3, 4 and
10 5, which are the meal period, rest break and expense reimbursement claims noted above.

11 **Principal Terms of the Settlement**

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

15 **All persons currently or formerly employed by Defendants**
16 **Hilton Manor, LLC and Juniper Manor, LLC as hourly-paid,**
17 **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.

18 12. Based on data produced by Defendants, it is understood that there are approximately
19 119 putative Class Members who worked 5,410 workweeks in aggregate during the Class Period.

20 13. From the Gross Settlement Amount will be paid: (i) a Net Settlement Amount of
21 \$370,000.00 which will be distributed *pro rata* to the putative Class Members, based on the
22 number of workweeks worked at Hilton and Juniper during the Class Period (no claim form will be
23 required for Class Members to receive their Settlement Payment); (ii) Class Representative
24 Payment to Plaintiff in the amount of \$10,000.00 (as approved by the Court) to compensate her for
25 her services to the Class in pursuing in the Action and the risk she assumed on behalf of the absent
26 Class Members; (iii) Class Counsel Attorneys' Fees of \$200,000.00 (33.3% of the Gross
27 Settlement Amount as approved by the Court) to compensate them for their service to the Class in
28 prosecuting the Action and securing the Settlement, and Class Counsels' litigation expenses of up

1 to \$12,000.00 (as approved by the Court); (iv) a payment to the Settlement Administrator for its
2 reasonable fees and expenses incurred in administering the Settlement, which are estimated at
3 approximately \$8,000.00; (v) any other fees or expenses (other than attorneys' fees and expenses)
4 incurred in implementing the terms and conditions of Settlement and securing the judgment from
5 the Court pursuant to the Settlement. None of the Gross Settlement Amount will revert to
6 Defendants. (Settlement, § 3).

7 14. The Settlement Shares will be distributed to all Class Members who do not opt-out
8 of the Settlement based on the number of workweeks each Class Member worked during the Class
9 Period. Each Class Member's Individual Class Payment will be calculated by (a) dividing the Net
10 Settlement Amount by the total number of workweeks worked by all participating Class Members
11 during the Class Period and (b) multiplying the result by each participating Class Member's
12 workweeks. (Settlement, § 3.2.4). The average Class Member's share of the Settlement after all of
13 the above noted deductions is estimated to be approximately \$68.39 per workweek. Based on the
14 anticipated payments from the Gross Settlement Amount set forth above, the average Settlement
15 Share for a Class Member before employee payroll withholding will be approximately \$3,109.66.

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

26 16. A declaration from Nicole Bench as to the administration process is attached hereto
27 as **Exhibit 2**.

28 ///

1 17. Defendants provided the Settlement Administrator with the Class Members Data,
2 which included the names and last known addresses of the Class Members, their Social Security
3 Numbers, number of each Class Member's workweeks worked during the Class Period, (the "Class
4 List").

5 18. The Settlement Administrator sent to all Class Members a Class Notice. The Class
6 Notice advises Class Members of their rights under the Settlement Agreement, as well as the
7 procedures to submit a timely and valid Request for Exclusion or Notice of Objection. The Notice
8 of Settlement advises the Class Members that they will receive an Individual Net Settlement
9 Payment based on the number of workweeks worked during the Class Period as long as they do not
10 submit a timely and valid Request for Exclusion.

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

15 **Class Counsel's Discovery and Investigation**

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

22 21. Additionally, as part of the settlement process, Plaintiff received data regarding
23 Defendants' confidential financial information which consisted of 3 years of tax returns. The
24 financial data provided to putative Class Counsel confirmed that Defendants were unlikely able to
25 pay a large judgment or a higher settlement.

26 22. The review of Defendants' financial situation and its ability to pay a settlement in
27 this matter was a significant factor in the settlement of this case. As such, while the Kullar analysis
28 set forth in my declaration in support of preliminary approval analyzed the potential damages, the

1 financial situation of Defendants was a driving force in putative Class Counsel agreeing to this
2 Settlement.

3 23. 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 supported by a compendium of more than 150 pages of, *inter alia*, cited deposition
9 testimony, declarations, Defendants' policy documents, and Defendants' AWS documents, in
10 addition to a Class Action Trial Plan.

11 24. On March 21, 2024, the parties attended a full day mediation, and accepted the
12 mediator's proposal on March 26, 2024. On June 18, 2024, the parties reached a settlement and
13 executed the proposed Settlement Agreement. As a result of the Settlement, Plaintiff vacated the
14 hearing date for Plaintiff's motion for class certification.

15 25. The \$600,000.00 Settlement that was reached represents an excellent recovery. The
16 Settlement was discounted in light of: (i) Defendant's financial condition; (ii) the risk that some or
17 all of the claims would not be certified; (iii) the risk of decertification; (iv) the risk of summary
18 adjudication; (v) losing at trial; and (vi) the risk of appeal. Class Counsel believes that the
19 Settlement in light of all the above noted factors, is a fair and reasonable settlement.

20 26. The Gross Settlement Amount is \$600,000.00. The Net Settlement Amount is the
21 amount from which the Individual Settlement Payments are made to Participating Class Members
22 estimated to be approximately \$370,000.00. Deductions for the cost of the Claims Administrator
23 (\$8,000), the requested Class Representative Enhancement of \$10,000.00, attorneys' fees
24 (requested at \$200,000.00 or 33.3%) to be determined by the Court, and Class Counsel's litigation
25 costs up to \$12,000.00, result in the Net Settlement Amount. Each Class Member's potential share
26 of the Net Settlement Amount was calculated using his or her total number of workweeks
27 performed during the Class Period divided by the total number of workweeks worked by all Class
28 Members, then multiplied by the Net Settlement Amount — i.e. (individual workweeks ÷

workweeks by all Class Members × Net Settlement Amount).

27. Based on information provided by Defendants, the total number of workweeks subject to this Settlement are 5,410 for approximately 119 Class Members. The average Class Member after all deductions (except for individual employee payroll taxes) will receive approximately \$3,109.66 with a minimum payout of approximately \$14.02 to a Class Member that worked just one day during the Class Period.

28. I believe that the Settlement is very fair and reasonable. I and my firm have conducted significant discovery in the case as noted herein so that we can properly evaluate both the strengths and weaknesses of the case. My firm has conducted extensive formal and informal discovery and taking the depositions of the corporate representative from Defendants.

29. The Settlement Agreement is attached as **Exhibit 1**. Plaintiff has also submitted the accompanying motion and the Settlement agreement to the LWDA even though no PAGA claims are being released.

Class Representative Enhancements

30. I believe that Class Representative Enhancements of \$10,000 to Plaintiff Ms. Perez is fair and reasonable. Ms. Perez is a former employee of Defendants and her lawsuit will provide substantial compensation to 119 individuals. Ms. Perez has worked to review and respond to requests for production of documents, special interrogatories, and form interrogatories propounded by Defendants. Ms. Perez also helped us in our investigation and in preparing our motion for class certification and for mediation. Ms. Perez has also remained in contact with putative Class Counsel throughout this litigation and the settlement process and taken extraordinary pains to fully understand the case and Settlement Agreement. All in all, Ms. Perez has been diligent and acted above and beyond that of which is expected of a class representative throughout all the stages of the litigation, up to and including final approval of the class action settlement.

31. There are few individuals that are willing to act as class representatives and provide the work, diligence and willingness to assume a substantial risk if Defendants had prevailed in this case. The class representative's willingness to assume the financial risk is significant. California law states that the losing party must pay the prevailing party's costs. As such, if Ms. Perez did not

1 prevail in this case, she could have been subjected to a cost award in the amount of tens of
2 thousands of dollars for litigation before she joined the case. The risk to her is much higher than
3 the average class representative because as a licensed nurse she is part of a smaller and much better
4 connected employment community, and she cannot simply switch to a comparable new line of
5 work. As such, we believe that the requested enhancement for the class representative is fair and
6 reasonable.

7 **Fair and Reasonable Settlement**

8 32. This case was settled through arms-length negotiation. Though cordial and
9 professional, the settlement negotiations have been adversarial and non-collusive in nature. The
10 Settlement reached is the product of substantial effort by the parties and their counsel after more
11 than a year of very hard-fought litigation. While Plaintiff believes that she has a high probability
12 of success of certifying her claims based upon the motion for class certification that was fully
13 briefed in this case, she also recognizes the inherent risks of litigation and understands the benefit
14 of the Class receiving Settlement funds immediately rather than risking potential unfavorable
15 decisions on class certification, at trial, on the damages awarded, and/or on an appeal that could
16 take several more years to litigate. Further, litigating Plaintiff's claims, which involve 119 Class
17 Members during the relevant period, would have required substantial additional preparation and
18 discovery, as well as the consideration, preparation, and analysis of expert reports.

19 **Class Counsels' Request for Attorneys' Fees and Costs**

20 33. The fee total for Gleason & Favarote LLP ("G&F") for the litigation of the Action is
21 \$231,450.00. The hours G&F expended litigating the Actions total 424.7. The costs incurred by
22 G&F in prosecuting the Action is \$15,246.37. Attached as **Exhibit 3** is the itemized cost statement
23 for G&F for the case.

24 34. My billing rate is \$750.00 per hour for wage and hour class actions, and I have been
25 practicing in this area of the law for over 26 years. On May 4, 2021, I was approved at \$750 per
26 hour in the San Bernardino Superior Court in Stokes et. al. v. Exact Staff, Inc., Case No.
27 CIVDS1924628. On May 26, 2021, I was approved at \$750 per hour in the San Bernardino
28 County Superior Court in Arthur Barnes et. al. v. Target Corp., Lead Case No. CIVDS2007761

1 (consolidated with Case Nos. CIVDS2012750 and CIVDS2004578). On October 4, 2022, I was
2 approved at \$750 per hour in the San Bernardino Superior Court in Jing Dong Zang v. CA Fan
3 Tuan Inc., Case No. CIVSB2026778. Mr. Danning is an associate with a correspondingly lower
4 rate of \$320.00 per hour. He graduated from Loyola Law School in 2018.

5 35. Class Counsels' Lodestar totals \$231,450.00 in aggregate. The total fees requested
6 is \$200,000, as such, Class Counsel is asking for less than the fees incurred.

7 36. Attached hereto as **Exhibit 4** is a true and correct copy of Declaration of Angel
8 Perez in support of this motion.

9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct, and that this declaration is made and executed on this 14th day of
11 February 2025, at Long Beach, California.

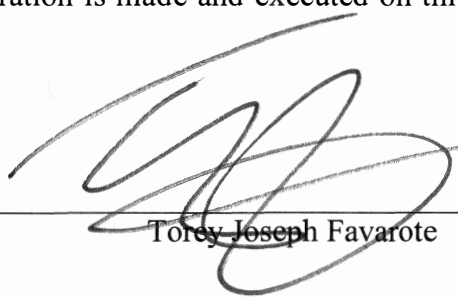
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EXHIBIT 1

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

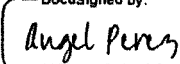
To Defendants:

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.

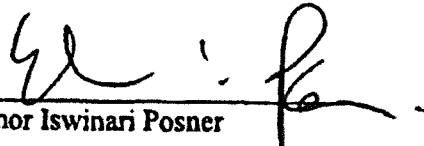
11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend 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:

0822142650A54BC...
Angel Perez

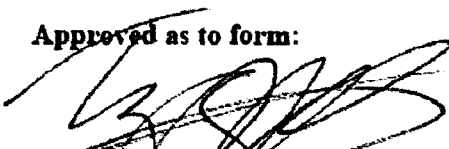
Date: 5/31/2024

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


Eleanor Iswinari Posner

Date: 6-11-24

Approved as to form:


Gleason & Favarone, 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?

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.

[REDACTED]

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on _____, 2024, at _____ 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: _____

EXHIBIT 2

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**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 NICOLE BENCH OF
ILYM GROUP, INC., IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: March 12, 2025
Time: 8:30 a.m.

Judge: Christian Towns
Dept.: S-26

1 I, Nicole Bench, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by Plaintiff’s Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Perez v. Hilton*
6 *Manor, LLC*, matter. I am authorized to make this declaration on behalf of ILYM Group and
7 myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and
8 would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by Plaintiff’s Counsel and subsequently approved and
14 appointed by the Court to provide notification services and claims administration, pursuant to the
15 terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Proposed Class Action Settlement* both in English and Spanish (referred to as “Notice
18 Packet”); (b) receiving and processing requests for exclusion; (c) resolving Class Members’
19 disputes over the number of Applicable Workweeks Defendant has record of them working during
20 the Class Period, which was pre-printed on their individualized Class Notice; (d) calculating
21 individual settlement award amounts; (e) processing and mailing settlement award checks; (f)
22 handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
23 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed
24 funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually
25 agree to and/or the Court orders ILYM Group to perform.

26 4. On October 31, 2024, ILYM Group received the Court-approved text for the Notice
27 Packet from Counsel for Plaintiff. ILYM Group subsequently prepared drafts of the formatted
28

1 Notice Packet (both English and Spanish versions), which were approved by the Plaintiff's Counsel
2 prior to mailing.

3 5. On December 10, 2024, ILYM Group received the Class List from Counsel for
4 Defendant, which contained the name, social security number (if known), last known mailing
5 address (if known), and the dates of employment worked for each Class Member during the Class
6 Period. The Class List was uploaded to our database and checked for duplicates and other possible
7 discrepancies. The Class List contained 119 individuals including 119 class members with 3,771.57
8 workweeks. After performing skip traces, complete information for all class members was
9 obtained.

10 6. As part of the preparation for mailing, all 119 names and addresses contained in the
11 Class List were then processed against the National Change of Address ("NCOA") database,
12 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
13 the mailing addresses of the Class Members before mailing of the Notice Packet. The NCOA
14 contains requested change of addresses filed with the USPS. To the extent that an updated address
15 was found in the NCOA database, the updated address was used for the mailing of the Notice
16 Packet. To the extent that no updated address was found in the NCOA database, the original address
17 provided by Counsel for Defendant was used for the mailing of the Notice Packet.

18 7. On December 23, 2024, the Notice Packet was mailed, via U.S First Class Mail, to
19 all 119 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
20 copy of the mailed Notice Packet.

21 8. As of the date of this declaration, 16 Notice Packets have been returned to our office.
22 Of the 16 returned Notice Packets, none returned included a forwarding address. ILYM Group
23 performed a computerized skip trace on the 16 returned Notice Packets that did not have a
24 forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice
25 Packet.

26 9. As of the date of this declaration, a total of 9 Notice Packets have been re-mailed as
27 a result of ILYM Group's skip tracing efforts.

28

1 10. As of the date of this declaration, a total of 7 Notice Packets have been deemed
2 undeliverable. Specifically, 7 Notice Packets were deemed undeliverable as no updated addresses
3 were found notwithstanding the skip tracing.

4 11. As of the date of this declaration, ILYM Group has not received any requests for
5 exclusion. The deadline to request exclusion from the Settlement was February 6, 2025.

6 12. As of the date of this declaration, ILYM Group has not received any written
7 objections to the Settlement. The deadline to file a written objection to the Settlement was February
8 6, 2025.

9 13. As of the date of this declaration, ILYM Group will report a total of 119
10 Participating Class Members, representing 100.00% of the 119 Class Members.

11 14. Participating Class Members will receive a proportional share of the Net Settlement
12 Fund through individual settlement payments, based on the number of Workweeks worked by Class
13 Members during the Class Period. The Net Settlement Fund is the amount remaining after
14 deduction of the Court-approved payments from the Settlement Amount for Class Counsel Fees
15 and Litigation Expenses, the Class Representative Service Payment, and Administration Expenses
16 to ILYM Group, e.g.,

17 Gross Settlement Amount	\$600,000.00
18 Class Counsel Fees	\$200,000.00
19 Class Counsel Litigation Expenses	\$12,000.00
20 Class Representative Service Payment- Angel Perez	\$10,000.00
21 Administration Expenses to ILYM Group	\$7,950.00
22 Net Settlement Fund	\$370,050.00

23 To determine each Participating Class Members' individual settlement payment, the Net
24 Settlement Amount shall be divided by the total number of Workweeks worked by all Participating
25 Class Members during the Class Period and multiplying the Per Workweek Value (\$98.12), by each
26 Participating Class Member's Workweeks. Based on these calculations, the Participating Class
27 Members will receive an estimated average gross payment of \$3,109.66, with the estimated highest
28 gross payment being \$11,325.48 and the estimated lowest gross payment being \$14.02.

15. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$7,950.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 12th day of February 2025, at Tustin, California.

Nicole Bench
NICOLE BENCH

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 **FEBRUARY 6, 2025**, 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 «Class Workweeks» WEEKS DURING THE CLASS PERIOD AND THUS ARE ELIGIBLE TO RECEIVE A CLASS SETTLEMENT PAYMENT IN THE GROSS ESTIMATED AMOUNT OF \$«Estimated Settlement Payment» 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 OCTOBER 29, 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 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 **February 6, 2025**, 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 **February 6, 2025**, 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 has represented and continues 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, not to exceed \$8,000, 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 believes 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 believes that the Settlement is fair, reasonable, and adequate.

WHAT ARE MY RIGHTS AS A CLASS MEMBER?

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:

Perez v. Hilton Manor Settlement
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
E-mail: claims@ilymgroup.com
Website: www.ILYMgroup.com

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 **February 6, 2025**. 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 **February 6, 2025**.
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 **February 6, 2025**. 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:

Perez v. Hilton Manor Settlement
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
E-mail: claims@ilymgroup.com
Website: www.ILYMgroup.com

FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a final approval hearing on March 12, 2025, at 8:30 a.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

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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.

AVISO DE PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA

Ángel Pérez v. Hilton Manor, LLC, Juniper Manor, LLC y Eleanor Iswinari Posner

Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2220728

Para: Todas las personas empleadas actualmente o anteriormente por los demandados Hilton Manor, LLC y Juniper Manor, LLC como empleados no exentos pagados por hora que trabajaron un horario de semana laboral alternativo de 12 horas por día laboral, 3 días laborales por semana laboral durante el periodo del 16 de septiembre de 2018 al 1 de diciembre de 2020.

POR FAVOR, LEA ATENTAMENTE ESTE AVISO

PUEDE AFECTAR SUS DERECHOS LEGALES AL DINERO QUE SE LE PUEDA DEBER EN RELACIÓN CON SU EMPLEO POR HILTON MANOR, LLC Y JUNIPER MANOR, LLC. SI NO DESEA PARTICIPAR EN EL ACUERDO, DEBE DEVOLVER SU ELECCIÓN COMPLETA DE NO PARTICIPAR EN EL ACUERDO, FECHADA, FIRMADA Y MATASELLADA A MÁS TARDAR EL **6 DE FEBRERO, 2025**, O DE LO CONTRARIO ESTARÁ OBLIGADO POR EL ACUERDO.

CON BASE EN LA INFORMACIÓN CONTENIDA EN LOS REGISTROS DE HILTON MANOR, LLC Y JUNIPER MANOR, LLC, USTED TRABAJÓ **«Class Workweeks»** SEMANAS DURANTE EL PERÍODO DE LA DEMANDA COLECTIVA Y, POR LO TANTO, ES ELEGIBLE PARA RECIBIR UN PAGO DE LIQUIDACIÓN DE DEMANDA COLECTIVA POR EL MONTO BRUTO ESTIMADO DE **«Estimated Settlement Payment»** MENOS LOS IMPUESTOS SOBRE LA NÓMINA APLICABLES

COMO SE EXPLICA CON MÁS DETALLE A CONTINUACIÓN, ***NO ES NECESARIO QUE REALICE NINGUNA ACCIÓN PARA RECIBIR EL PAGO DE SU LIQUIDACIÓN***. COMO MIEMBRO DEL GRUPO, RECIBIRÁ FONDOS DEL ACUERDO Y ESTARÁ OBLIGADO POR LA LIBERACIÓN DE CUALQUIER RECLAMO DESCRITO EN ESTE AVISO.

SI DESEA OBJETAR EL ACUERDO, DEBE SEGUIR LAS INSTRUCCIONES DE ESTE AVISO.

DE CONFORMIDAD CON LA ORDEN DEL TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE SAN BERNARDINO (EL "TRIBUNAL"), DICTADA EL 29 DE OCTUBRE DE 2024, POR LA PRESENTE SE LE NOTIFICA LO SIGUIENTE:

¿DE QUÉ SE TRATA ESTE AVISO?

Se ha llegado a un acuerdo propuesto (el "Acuerdo") entre el demandante representante Ángel Pérez ("Demandante") y los demandados Hilton Manor, LLC y Juniper Manor, LLC, en la demanda colectiva pendiente en el Tribunal (la "Acción") presentada en nombre de las siguientes personas (la "Clase"):

Todas las personas empleadas actualmente o anteriormente por los Demandados Hilton Manor, LLC y Juniper Manor, LLC como empleados no exentos pagados por hora que trabajaron un horario de semana laboral alternativo de 12 horas por día laboral, 3 días hábiles por semana laboral durante el Período de Clase del 16 de septiembre de 2018 al 1 de diciembre de 2020.

El Tribunal ha aprobado preliminarmente el Acuerdo y ha certificado condicionalmente al Grupo únicamente para fines del Acuerdo. Usted ha recibido este aviso porque los registros de Hilton Manor, LLC y Juniper Manor, LLC indican que usted es miembro del Grupo. Este aviso está diseñado para informarle cómo puede objetar el Acuerdo, elegir no participar en el Acuerdo o proporcionar información corregida al Administrador del Acuerdo. A menos que usted presente una elección para no participar en el Acuerdo, el Acuerdo, si finalmente es aprobado por el Tribunal, será vinculante para usted.

¿DE QUÉ SE TRATA ESTA DEMANDA?

La Acción, que actualmente está pendiente en el Tribunal Superior de California, Condado de San Bernardino (el "Tribunal"), se titula "*Ángel Pérez v. Hilton Manor, LLC, Juniper Manor, LLC y Eleanor Iswinari Posner*", Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2220728.

En la Acción, el Demandante alegó reclamaciones contra Hilton Manor, LLC y Juniper Manor, LLC por (1) falta de pago de salarios por horas extras; (2) falta de provisión de periodos de descanso; (3) falta de proporcionar periodos de comida; (4) falta de pago de multas por tiempo de espera; (5) no proporcionar declaraciones de salarios detalladas y precisas; (6) falta de reembolso a los empleados por los gastos; y (7) prácticas comerciales desleales. El demandante solo está resolviendo reclamos por falta de pago de todas las horas extras ganadas durante el Período de la Clase, falta de emisión de declaraciones de salarios precisas en relación con esas horas extras no pagadas durante el Período de la Clase y multas por tiempo de espera a aquellos empleados despedidos a quienes no se les pagaron todas las horas extras durante el Período de la Clase. Todas las reclamaciones restantes no se han resuelto. El demandante también busca la

recuperación de los intereses previos al juicio y los honorarios y costos de los abogados. La demandante demanda en su nombre y en el de la Clase.

Hilton Manor, LLC y Juniper Manor, LLC niegan todas las alegaciones materiales del Demandante. Específicamente, Hilton Manor, LLC y Juniper Manor, LLC sostienen, entre otras cosas, que al Demandante y a los Miembros del Grupo se les pagaron todos los salarios a los que tenían derecho y se les pagaron esos salarios a tiempo; que no hay base para imponer sanciones; que una clase no podía ser debidamente certificada en la Acción; y si se certificara una clase, las defensas de Hilton Manor, LLC y Juniper Manor, LLC a las reclamaciones del demandante serían aplicables a las reclamaciones de la clase.

Después de negociaciones de buena fe presididas por un mediador privado, en las que ambas partes reconocieron el riesgo sustancial de un resultado incierto, el Demandante y Hilton Manor, LLC y Juniper Manor, LLC acordaron resolver la Acción de conformidad con los términos y condiciones del Acuerdo.

El Acuerdo representa un compromiso y una solución de reclamaciones muy controvertidas. Nada en el Acuerdo tiene la intención de ser interpretado como una admisión por parte de Hilton Manor, LLC y Juniper Manor, LLC de que los reclamos de los Demandantes en la Acción tienen mérito o que tiene alguna responsabilidad ante el Demandante o el Grupo en esos reclamos. Por el contrario, Hilton Manor, LLC y Juniper Manor, LLC niegan toda responsabilidad.

Las partes y sus abogados han llegado a la conclusión de que el Acuerdo es ventajoso, teniendo en cuenta los riesgos e incertidumbres para cada parte de un litigio continuo. Las partes y sus abogados han determinado que el Acuerdo es justo, razonable y adecuado y que es en el mejor interés de los miembros del Grupo.

RESUMEN DEL ACUERDO

¿QUÉ SE INCLUYE EN EL ACUERDO?

Usted está incluido en el Acuerdo si se encuentra dentro de la siguiente definición:

Todas las personas empleadas actualmente o anteriormente por los demandados Hilton Manor, LLC y Juniper Manor, LLC como empleados no exentos pagados por hora que trabajaron un horario de semana laboral alternativo de 12 horas por día laboral, 3 días laborales por semana laboral desde el 16 de septiembre de 2018 hasta el 1 de diciembre de 2020.

¿QUÉ RECIBIRÉ DEL ACUERDO?

15. Hilton Manor, LLC y Juniper Manor, LLC pagarán \$600,000.00 como Monto Máximo de Liquidación. El Monto Máximo del Acuerdo financiará todos los pagos que se realicen en virtud del Acuerdo.
16. Del Monto Máximo del Acuerdo, Hilton Manor, LLC y Juniper Manor, LLC pagarán a cada Miembro del Grupo que no presente una Elección válida y oportuna para No Participar en el Acuerdo una Acción del Acuerdo que se calcula de la siguiente manera:

El pago de cada Miembro del Grupo individual se calculará dividiendo el Monto Neto de Liquidación por el número total de semanas laborales trabajadas por todos los Miembros del Grupo participantes durante el Período del Grupo y luego multiplicando el resultado por las semanas laborales de cada Miembro del Grupo Participante.
17. El "Monto Neto del Acuerdo" significa el Monto Bruto del Acuerdo, menos los siguientes pagos en los montos aprobados por el Tribunal: Pago del Servicio del Representante del Grupo de \$10,000.00, Pago de los Honorarios de los Abogados del Grupo de \$200,000.00, Pago de los Gastos de Litigio de los Abogados del Grupo de \$12,000.00 y el Pago de los Gastos de Administración de \$8,000.00. El resto se pagará a los Miembros Participantes del Grupo como Pagos Individuales del Grupo.
18. Después de las deducciones aprobadas por el Tribunal del Monto Máximo del Acuerdo, el Monto Neto del Acuerdo restante se pagará a todos los Miembros del Grupo que no presenten una Elección oportuna y válida de No Participar en el Acuerdo de conformidad con la fórmula establecida en el párrafo 2 anterior.
19. Las Acciones del Acuerdo y otros montos otorgados por el Tribunal se pagarán después de la aprobación final del Tribunal del Acuerdo, la emisión de la sentencia final y el agotamiento de todos los derechos de apelación o revisión, o después de que cualquier apelación o revisión se haya resuelto a favor del Acuerdo.
20. Se le incluirá en el Acuerdo y recibirá su parte proporcional del Acuerdo si, antes de la fecha límite del **6 de febrero de 2025**, no completa y presenta una Elección de No Participar en el Acuerdo, que se proporciona con este aviso, de acuerdo con las condiciones para presentar esa Elección. Si no completa y envía una Elección de No Participar en el Acuerdo de acuerdo con las condiciones para enviar esa Elección, estará obligado por este Acuerdo. Si completa y presenta antes de la fecha límite una Elección de No Participar en el Acuerdo de acuerdo con las condiciones para presentar esa Elección, será excluido del Acuerdo y no recibirá una Participación del Acuerdo, pero conservará el derecho que pueda tener, si lo hubiera, de presentar un reclamo contra Hilton Manor, LLC y Juniper Manor, LLC.

21. Si el Tribunal no otorga la aprobación final del Acuerdo o otorga la aprobación final condicionada a cualquier cambio sustancial en los términos del Acuerdo con respecto a los pagos que se realizarán a los Miembros del Grupo o el alcance de su liberación de reclamos, o la sentencia final que se ingresará en la Acción, entonces el Acuerdo será nulo y sin efecto; si eso ocurre, ni los Demandantes ni Hilton Manor, LLC y Juniper Manor, LLC tendrán obligaciones adicionales en virtud del Acuerdo, incluida cualquier obligación de Hilton Manor, LLC y Juniper Manor, LLC de pagar el Monto Máximo del Acuerdo o cualquier monto que de otro modo se habría adeudado en virtud de este Acuerdo. Una adjudicación por parte del Tribunal de un monto menor que el solicitado por los Demandantes y los Abogados del Grupo para los Pagos de los Representantes del Grupo y el Pago de Honorarios y Gastos de los Abogados del Grupo no constituirá un cambio sustancial en el Acuerdo. No obstante, lo anterior, los Demandantes y los Abogados del Grupo se reservan el derecho de apelar un laudo del Tribunal por un monto menor que el solicitado por los Demandantes y los Abogados del Grupo por los Pagos de los Representantes del Grupo y los Honorarios y Gastos de los Abogados del Grupo, pero no la aprobación del Acuerdo de otra manera.
22. El Tribunal ha designado a ILYM Group Inc. para que actúe como Administrador de la Conciliación independiente y resuelva cualquier disputa relacionada con el cálculo del derecho de un Miembro de la Clase a una Acción de la Conciliación.
23. Si usted impugna la exactitud de cualquier información utilizada para calcular su Cuota de Conciliación, que se muestra en la Hoja de Información de la Conciliación de los Miembros del Grupo adjunta, debe pedirle al Administrador de la Conciliación que resuelva el asunto. Para ello, debe ponerse en contacto con el Administrador del Acuerdo. Puede ponerse en contacto con la Administración del Acuerdo por fax, correo electrónico o correo postal. Para disputar la exactitud de sus registros, debe comunicarse con el Administrador del Acuerdo antes de la fecha límite del **6 de febrero de 2025**, informando al Administrador del Acuerdo del hecho de la disputa y la base de su afirmación de que una información diferente es correcta para usted (incluida cualquier evidencia documental que tenga para respaldar su afirmación). En caso de disputa, la ausencia de cualquier documentación contraria dará derecho al Administrador a presumir que las Semanas Laborales contenidas en el Aviso de la Demanda Colectiva son correctas siempre que sean coherentes con los Datos de la Clase. La determinación del Administrador de la asignación de semanas laborales de cada Miembro del Grupo será definitiva e inapelable ni susceptible de impugnación. El Administrador proporcionará de inmediato copias de todas las impugnaciones al cálculo de las semanas laborales al Abogado defensor y a los Abogados del Grupo y la determinación del Administrador de las impugnaciones.
24. El Acuerdo incluye la siguiente exención para los Miembros del Grupo participantes:
- Todos los Miembros del Grupo Participante, en su propio nombre, liberan a las Partes Exoneradas de todas y cada una de las reclamaciones por: salarios de horas extras no pagados según el Código Laboral §§ 510, 558, 558.1, 1194 y 1198; no proporcionar declaraciones de salarios detalladas y precisas según el Código Laboral § 226 (a); multas por tiempo de espera bajo el Código Laboral §§ 201-203 y el Código de Negocios y Profesiones § 17200, et. que se alegaron, o podrían haberse alegado razonablemente, durante el Período de la Demanda Colectiva sobre la base de los hechos establecidos en la Demanda Operativa ("las Reclamaciones Exoneradas"). Los Miembros del Grupo Participante no renuncian a ninguna reclamación contra Eleanor Iswinari Posner en relación con sus acciones después del Período del Grupo o en relación con cualquier entidad que no sea Hilton Manor, LLC y Juniper Manor, LLC durante el Período del Grupo. La liberación de los Miembros del Grupo de las Reclamaciones Exoneradas entra en vigencia a partir de la financiación completa del Acuerdo por parte de los Demandados.
25. **Pago del Representante de la Clase:** Además de su respectiva Participación en el Acuerdo como Miembro de la Clase, la Demandante buscará la aprobación del Tribunal para un pago de \$10,000 en consideración por iniciar y continuar la Acción, asumiendo el riesgo de responsabilidad por los honorarios y gastos de los abogados en caso de que no tuviera éxito en el procesamiento de la Acción. y otorgar la liberación general como parte del Acuerdo. Este pago, que se pagará al Demandante nombrado según lo aprobado por el Tribunal y se suma a la Parte de Liquidación del Demandante, se realizará con el Monto Máximo de Liquidación.
26. **Pago de honorarios y gastos de los Abogados del Grupo:** Los Abogados del Grupo han representado y continúan representando al Grupo sobre la base de honorarios de contingencia. Eso significa que los honorarios de los abogados se pagan solo si se recupera dinero para el Grupo. Es común otorgar los honorarios de los abogados como un porcentaje del monto del acuerdo negociado por los abogados del grupo. Como parte de la audiencia de aprobación final, Torey Joseph Favarote de Gleason Favarote LLP solicitará hasta \$200,000 (un tercio del Monto Máximo del Acuerdo) y hasta \$12,000 por sus gastos incurridos en relación con su trabajo en este caso. Hilton Manor, LLC y Juniper Manor, LLC no se oponen a este pago. Este monto constituye una compensación total y completa por todos los honorarios legales, costos y gastos de todos los Abogados del Grupo, incluidos los costos y gastos resultantes de los expertos y otros proveedores contratados por los Abogados del Grupo en relación con el litigio y todo el trabajo realizado hasta la finalización del litigio, cualquiera que sea la fecha. Los Miembros del Grupo no estarán obligados a pagar a los Abogados del Grupo los honorarios, costos o gastos de otros abogados de su propio bolsillo si el Acuerdo de Conciliación y la solicitud de honorarios son finalmente aprobados por el Tribunal. Los honorarios y gastos de los abogados de los Abogados del Grupo de Abogados, según lo aprobado por el Tribunal, se pagarán con cargo al Monto Máximo del Acuerdo.
27. **Costos de Administración:** Los costos razonables de administración del Acuerdo, incluidos los honorarios y gastos del Administrador del Acuerdo, que no excedan los \$8,000, se pagarán con cargo al Monto Máximo del Acuerdo.

28. **Apoyo del Demandante y de los Abogados del Grupo al Acuerdo:** El Demandante, en su calidad de Representante del Grupo y Abogado del Grupo, apoya el Acuerdo. Sus razones incluyen el riesgo de denegación de la certificación de la demanda colectiva y un juicio sobre los méritos, las demoras e incertidumbres inherentes asociadas con el litigio, y la posibilidad de que la demanda colectiva no tenga derecho a ninguna recuperación. Sobre la base de su experiencia litigando casos similares, los Abogados del Grupo creen que los procedimientos adicionales en este caso, incluido un juicio y probables apelaciones, serían muy costosos y prolongados.

Nadie puede predecir con certeza cómo se resolverán finalmente las diversas cuestiones legales en cuestión, incluida la cuantía de los daños. Por lo tanto, tras una consideración cuidadosa de todos los hechos y circunstancias de este caso, los Abogados del Grupo creen que el Acuerdo es justo, razonable y adecuado.

¿CUÁLES SON MIS DERECHOS COMO MIEMBRO DE LA CLASE?

9. **Recibo de la Cuota de la Conciliación:** Si la Hoja de Información de la Conciliación de los Miembros del Grupo adjunta indica correctamente su información de identificación y la información sobre su empleo con Hilton Manor, LLC y Juniper Manor, LLC, no es necesario que realice ninguna otra acción para recibir su Participación de la Conciliación si el Tribunal otorga la aprobación final de la Conciliación. Este aviso proporciona una estimación de su Participación en el Acuerdo si ningún Miembro del Grupo elige no participar en el Acuerdo en la primera página; su Cuota de Liquidación real puede ser mayor o menor. Es su obligación mantener informado al Administrador del Acuerdo de cualquier cambio en su dirección postal hasta que se reciba su Participación del Acuerdo, en caso de que se otorgue la aprobación final del Acuerdo. El hecho de no proporcionar al Administrador del Acuerdo cualquier cambio en su dirección postal puede impedirle recibir su Parte del Acuerdo.
10. **Participación en el Acuerdo:** El Demandante, como Representante del Grupo y Abogado del Grupo, representa sus intereses como Miembro del Grupo. A menos que elija no participar en el Acuerdo, usted es parte del Grupo, estará obligado por los términos del Acuerdo y cualquier sentencia final que pueda dictar el Tribunal, y se considerará que ha liberado las reclamaciones contra Hilton Manor, LLC y Juniper Manor, LLC y las otras partes exoneradas descritas anteriormente. Como miembro del Grupo, usted no será responsable del pago de los honorarios de los abogados ni del reembolso de los gastos del litigio a menos que contrate a su propio abogado, en cuyo caso será responsable de los honorarios y gastos de sus propios abogados.
11. **Objeción al Acuerdo:** Puede objetar los términos del Acuerdo antes de la aprobación final.

ENVÍE SU OBJECCIÓN A:

Acuerdo de Pérez contra Hilton Manor
c/o ILYM Group, Inc.
Apartado Postal 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo electrónico: claims@ilymgroup.com
Sitio web: www.ILYMgroup.com

NO LLAME POR TELÉFONO AL TRIBUNAL NI A LOS ABOGADOS DE HILTON MANOR, LLC Y JUNIPER MANOR, LLC.

12. Cualquier objeción por escrito debe indicar su nombre completo, dirección, fecha de nacimiento y las fechas de su empleo en Hilton Manor, LLC y Juniper Manor, LLC. Las objeciones por escrito al Acuerdo deben enviarse por correo a más tardar **el 6 de febrero de 2025**. Las objeciones por escrito a las solicitudes de Pagos de Representantes del Grupo y el Pago de Honorarios y Gastos de Abogados del Grupo deben enviarse por correo a más tardar **el 6 de febrero de 2025**.
13. Si presenta una objeción por escrito a tiempo, también puede comparecer o comparecer a través de un abogado de su elección, pagado a su propio costo, y ser escuchado en el momento de la audiencia de aprobación final, si así lo desea.
14. Si el Tribunal desestima su objeción y usted no presentó una Elección de No Participar en el Acuerdo oportuna y válida, estará obligado por los términos del Acuerdo.
15. **Exclusión del Acuerdo:** Si no desea participar en el Acuerdo, debe completar el formulario adjunto de Elección de No Participar en el Acuerdo ("Elección de No Participar"). La Elección de No Participar debe ser completada, fechada, firmada por usted y devuelta al Administrador del Acuerdo a más tardar **el 6 de febrero de 2025**. Un Miembro del Grupo que no envíe por correo una Elección de No Participar en la forma y en el plazo especificados anteriormente estará obligado por todos los términos y condiciones del Acuerdo, si el Acuerdo es aprobado por el Tribunal, y el Fallo, independientemente de si él o ella ha objetado el Acuerdo.

Cualquier persona que presente una Elección de No Participar completa y oportuna, una vez recibida, ya no será miembro del Grupo de la Conciliación y no será elegible para recibir una Participación de la Conciliación, y no se le incluirá en el cálculo de la Participación de la Conciliación de ningún otro Miembro de la Clase. Dicha persona conservará el derecho, si lo hubiera, de presentar a su propio costo una reclamación contra Hilton Manor, LLC y Juniper Manor, LLC. Una Elección de No Participar incompleta o sin firmar se considerará inválida.

Hilton Manor, LLC y Juniper Manor, LLC no tomarán represalias ni tomarán medidas adversas contra ningún Miembro del Grupo que participe en el Acuerdo o elija no participar en el Acuerdo.

16. **Dirección del Administrador del Acuerdo:** Si no desea participar en el Acuerdo y recibir una parte del Acuerdo, envíe su Elección de No Participar en el Acuerdo al Administrador del Acuerdo a la siguiente dirección:

Acuerdo de Pérez contra Hilton Manor
c/o ILYM Group, Inc.
Apartado Postal 2031
Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo electrónico: claims@ilymgroup.com
Sitio web: www.ILYMgroup.com

AUDIENCIA DE APROBACIÓN DEL ACUERDO FINAL

El Tribunal llevará a cabo una audiencia de aprobación final el 12 de marzo de 2025, a las 8:30 a.m., en el Departamento S-26 del Tribunal Superior de California, Condado de San Bernardino, 247 West Third Street, San Bernardino, California 92415, para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. También se le pedirá al Tribunal que apruebe las solicitudes de Pagos de Representantes del Grupo y el Pago de Honorarios y Gastos de los Abogados del Grupo.

La audiencia puede posponerse sin previo aviso al Grupo. **No es necesario que comparezca en esta audiencia. Si ha presentado una objeción por escrito e indicó que tiene la intención de comparecer de la manera establecida anteriormente, puede comparecer en la audiencia y ser escuchado.**

MÁS INFORMACIÓN

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo, se le remite al Acuerdo de Conciliación detallado, que estará archivado en el secretario del Tribunal. Los alegatos y otros registros en este litigio, incluido el Acuerdo de Conciliación, pueden examinarse en la Oficina del secretario, Tribunal Superior de California, Condado de San Bernardino, 247 West Third Street, San Bernardino, California 92415, durante el horario comercial normal del secretario; o puede comunicarse con los Abogados del Grupo o con el Administrador del Acuerdo.

ABOGADOS DE LA CLASE	ABOGADO DE HILTON MANOR, LLC Y JUNIPER MANOR, LLC
Torey Joseph Favarote Gleason Favarote LLP 3646 Long Beach Boulevard, Suite 203 Long Beach, California 90807 Teléfono: (213) 452-0510 Fax: (213) 452-0514 Correo electrónico: tfavarote@gleasonfavarote.com	Erick J. Becker Garrett Fahy Hwui Lee Erick J. Becker, P.C. Cummins & White, LLP 2424 S. E. Bristol St., Suite 300 Playa de Newport, CA 92660 Teléfono: (415) 856-7000 Fax: (415) 856-7100 Correo electrónico: ebecker@cwlawyers.com gfahy@cwlawyers.com Hlee@cwlawyers.com

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LOS ABOGADOS DE HILTON MANOR, LLC Y JUNIPER MANOR, LLC PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO. SIN EMBARGO, PUEDE LLAMAR A CUALQUIERA DE LOS ABOGADOS DEL GRUPO ENUMERADOS ANTERIORMENTE.

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 DO NOT 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: _____

ELECCIÓN DE NO PARTICIPAR EN EL ACUERDO

Ángel Pérez v. Hilton Manor, LLC, Juniper Manor, LLC y Eleanor Iswinari Posner,
Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2220728

SOLO ENVÍE ESTE FORMULARIO POR CORREO SI NO DESEA PARTICIPAR EN EL ACUERDO.

Nombre completo: _____

Dirección postal: _____

Ciudad, Estado, Código Postal: _____

No deseo participar en el acuerdo en el caso de *Ángel Pérez v. Hilton Manor, LLC, Juniper Manor, LLC, y Eleanor Iswinari Posner*, Tribunal Superior del Condado de San Bernardino, Caso No. CIVSB2220728. Entiendo que, al elegir no participar, no recibiré ninguna parte de los ingresos del acuerdo, pero preservaré mis derechos de iniciar mi propia acción independiente a mi propio costo.

Firmado: _____

Fecha: _____

Pérez v. Hilton Manor, LLC
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYM_ID QR Code»

ILYM ID: «ILYM_ID» «PC»
«first_name» «last_name»
«Address_»
«City», «state» «Zip_Code»

EXHIBIT 3

Gleason & Favarote LLP
 3646 Long Beach Blvd.
 Suite 203
 Long Beach, 90807
 United States
 213-452-0510



GLEASON & FAVAROTE LLP

Angel Perez

Balance \$246,696.37
Invoice # 06967
Invoice Date February 12, 2025
Payment Terms Due on Receipt
Due Date February 12, 2025

**Angel Perez v. Bright Sky Hospice
 Care, Inc., et a (447.001)**

Time Entries

DATE	EE	ACTIVITY	DESCRIPTION	RATE	HOURS	LINE TOTAL
07/27/2022	DD	Research	Investigate defendant for potential matter, Hilton Manor LLC.	\$320.00	1.4	\$448.00
07/27/2022	TJF	Review	Review records from client and conference with David Danning regarding the same.	\$750.00	2.3	\$1,725.00
07/28/2022	TJF	Review	Review research on company and AWS issues and conference with client regarding the case.	\$750.00	4.1	\$3,075.00
07/29/2022	TJF	Review	Review research on AWS issues.	\$750.00	3.9	\$2,925.00
09/07/2022	DD	Draft	Draft complaint.	\$320.00	2.0	\$640.00
09/07/2022	TJF	Review	Review plaintiff's records and draft complaint; conference with David Danning regarding the same.	\$750.00	1.4	\$1,050.00
09/08/2022	DD	Draft	Talk to client and give update on case.	\$320.00	2.3	\$736.00
09/09/2022	DD	Revise	Revise and edit complaint.	\$320.00	1.6	\$512.00
09/12/2022	DD	Revise	Revise and edit complaint.	\$320.00	1.4	\$448.00
09/12/2022	DD	Research	Research single entity employer theory and individual liability for complaint.	\$320.00	0.7	\$224.00
09/12/2022	DD	Draft	Draft PAGA notice letter to the LWDA.	\$320.00	1.1	\$352.00
09/13/2022	DD	Research	Research for the case.	\$320.00	0.6	\$192.00
09/14/2022	DD	Revise	Revise and edit complaint.	\$320.00	0.7	\$224.00
09/14/2022	DD	Revise	Revise and edit PAGA letter.	\$320.00	1.0	\$320.00

09/14/2022	TJF	Review	Review and revise complaint and PAGA letter, and conference with David Danning regarding the same.	\$750.00	2.3	\$1,725.00
09/15/2022	DD	Revise	Revise and edit PAGA letter.	\$320.00	0.3	\$96.00
09/15/2022	DD	Revise	Revise and edit complaint.	\$320.00	0.4	\$128.00
09/15/2022	TJF	Review	Review and revise the complaint.	\$750.00	2.2	\$1,650.00
09/16/2022	DD	Communicate	Communicate with client regarding complaint.	\$320.00	0.1	\$32.00
09/22/2022	DD	Draft	Draft amended PAGA letter.	\$320.00	0.5	\$160.00
09/23/2022	DD	Review	Review and revise Doe amendment forms.	\$320.00	0.2	\$64.00
09/23/2022	DD	Revise	Revise and edit supplemental PAGA letter.	\$320.00	0.4	\$128.00
09/26/2022	DD	Research	Research relation back for PAGA cases and undisclosed defendants.	\$320.00	1.2	\$384.00
10/12/2022	DD	Draft	Draft and revise complaint.	\$320.00	1.0	\$320.00
10/28/2022	DD	Draft	Draft and revise first amended complaint.	\$320.00	1.2	\$384.00
10/28/2022	DD	Review	Review filing status and exhaustion deadlines.	\$320.00	0.2	\$64.00
11/23/2022	DD	Revise	Revise and edit first amended complaint.	\$320.00	0.4	\$128.00
12/16/2022	DD	Review	Review docket and follow up on whether complaint has been processed by the Court.	\$320.00	0.2	\$64.00
01/11/2023	DD	Review	Review and revise First Amended Complaint and Doe amendments.	\$320.00	1.5	\$480.00
01/11/2023	DD	Research	Research updated service addresses for all defendants.	\$320.00	0.5	\$160.00
01/25/2023	DD	Respond	Respond to process server's requests for clarification.	\$320.00	0.3	\$96.00
01/26/2023	DD	Review	Review docket of competing case, review new orders.	\$320.00	0.3	\$96.00
01/26/2023	DD	Research	Research defense counsel.	\$320.00	0.2	\$64.00
03/09/2023	DD	Draft	Draft special interrogatories set one, Hilton Manor LLC.	\$320.00	1.5	\$480.00
03/09/2023	DD	Research	Research electronic service when there is no agreement to it.	\$320.00	0.8	\$256.00
03/09/2023	DD	Draft	Draft requests for production set one, Hilton Manor LLC.	\$320.00	1.0	\$320.00
03/14/2023	DD	Draft	Draft email to opposing counsel regarding non-service of documents.	\$320.00	0.2	\$64.00
03/31/2023	DD	Draft	Draft email to defendant's counsel to set up meet and confer conference.	\$320.00	0.2	\$64.00
03/31/2023	DD	Draft	Draft plaintiff's portion of joint report.	\$320.00	0.7	\$224.00
04/06/2023	DD	Draft	Draft follow up email to defendant's counsel to set up meet and confer conference call.	\$320.00	0.1	\$32.00
04/07/2023	DD	Communicate	Talk to client and give update on case.	\$320.00	0.4	\$128.00
04/07/2023	DD	Draft	Draft email to lead attorney on questions from client.	\$320.00	0.2	\$64.00
04/10/2023	TJF	Review	Review and revise case management conference statement and conference with David Danning regarding the same.	\$750.00	0.7	\$525.00

04/14/2023	DD	Research	Research status of other case, conference and research procedure for proceeding after notice of counsel's passing.	\$320.00	0.5	\$160.00
04/14/2023	DD	Draft	Draft statement to Court regarding defendant's counsel passing.	\$320.00	0.3	\$96.00
04/14/2023	DD	Revise	Revise and edit statement to Court regarding defendant's counsel passing.	\$320.00	0.2	\$64.00
04/14/2023	DD	Communicate	Talk to client and get information about the case.	\$320.00	0.3	\$96.00
04/14/2023	DD	Review	Draft email of summary of issues.	\$320.00	0.5	\$160.00
04/14/2023	DD	Draft	Draft email to client.	\$320.00	0.3	\$96.00
04/17/2023	TJF	Prepare	Prepare for and attend informal discovery conference.	\$750.00	0.9	\$675.00
05/16/2023	TJF	Conference	Conference with David Danning regarding discovery issues.	\$750.00	0.3	\$225.00
05/19/2023	TJF	Review	Review and revise discovery.	\$750.00	0.8	\$600.00
06/01/2023	DD	Revise	Revise and edit special interrogatories propounded on Hilton Manor, LLC.	\$320.00	0.6	\$192.00
06/01/2023	DD	Revise	Revise and edit requests for production propounded on Hilton Manor, LLC.	\$320.00	0.9	\$288.00
06/01/2023	DD	Draft	Draft and revise form interrogatories employment law and general.	\$320.00	0.3	\$96.00
06/01/2023	DD	Revise	Revise and edit written discovery to be propounded on Hilton Manor LLC.	\$320.00	0.2	\$64.00
06/01/2023	DD	Draft	Draft discovery for other legal entities.	\$320.00	0.4	\$128.00
06/01/2023	DD	Communicate	Provide case update to client.	\$320.00	0.2	\$64.00
06/01/2023	DD	Draft	Finish drafting discovery for other legal entities.	\$320.00	0.5	\$160.00
06/01/2023	DD	Draft	Draft discovery for individual defendant.	\$320.00	1.4	\$448.00
06/13/2023	DD	Revise	Continue to draft and revise discovery for individual defendant.	\$320.00	0.9	\$288.00
06/16/2023	DD	Revise	Revise and edit individual discovery.	\$320.00	0.4	\$128.00
07/07/2023	TJF	Prepare	Prepare correspondence to defense counsel regarding case management conference statement and related work.	\$750.00	0.7	\$525.00
07/10/2023	DD	Research	Calculate discovery response deadlines.	\$320.00	0.2	\$64.00
07/10/2023	DD	Revise	Revise discovery for individual defendant.	\$320.00	0.4	\$128.00
07/10/2023	DD	Communicate	Attempt to call back defendant's counsel to convey attorney message.	\$320.00	0.1	\$32.00
07/10/2023	TJF	Conference	Conference with David Danning regarding case management conference statement and related work.	\$750.00	0.6	\$450.00
07/12/2023	DD	Communicate	Relay Torey Favarote's communications to defendant's counsel on extension, respond to confirmation email.	\$320.00	0.3	\$96.00
07/17/2023	TJF	Prepare	Prepare for case management conference and conference with David Danning regarding the same.	\$750.00	1.8	\$1,350.00
07/18/2023	DD	Communicate	Contact opposing counsel to arrange meet and confer call.	\$320.00	0.1	\$32.00

07/20/2023	DD	Draft	Draft follow-up email to set up meet and confer call.	\$320.00	0.1	\$32.00
07/20/2023	DD	Draft	Draft and revise initial joint statement (1.3); prepare for and attend conference call to meet and confer on initial joint statement (4).	\$320.00	1.7	\$544.00
07/21/2023	DD	Draft	Provide summary of case and competing case in preparation for initial case management statement.	\$320.00	0.3	\$96.00
07/21/2023	DD	Prepare for	Prepare for and attend joint case management conference (.6); draft PMK deposition notices for each defendant. (.8).	\$320.00	1.4	\$448.00
07/25/2023	TJF	Review	Review and respond to correspondence from defense attorney and conference with David Danning regarding the same and person most knowledgeable deposition notice; review discovery from defendant.	\$750.00	2.8	\$2,100.00
08/14/2023	DD	Review	Review document production and responses received from defendant (0.4); revise deposition notice (0.5).	\$320.00	0.9	\$288.00
08/14/2023	DD	Draft	Begin drafting meet and confer letter on discovery responses.	\$320.00	1.1	\$352.00
08/14/2023	DD	Draft	Draft and sent email following up on document production.	\$320.00	0.1	\$32.00
08/24/2023	TJF	Review	Review and revise meet and confer letter and conference with David Danning regarding the same.	\$750.00	0.9	\$675.00
09/08/2023	DD	Revise	Revise and edit deposition notices on all corporate defendants.	\$320.00	0.5	\$160.00
09/08/2023	DD	Revise	Revise and edit notice of person most knowledgeable deposition (0.2); draft email requesting documents and discovery extension for attorney review. (0.3).	\$320.00	0.5	\$160.00
09/13/2023	DD	Draft	Draft meet and confer letter on discovery responses.	\$320.00	1.8	\$576.00
09/13/2023	DD	Communicate	Correspond with client.	\$320.00	0.1	\$32.00
09/13/2023	DD	Respond	Provide case update to client.	\$320.00	0.1	\$32.00
09/13/2023	DD	Draft	Continue drafting meet and confer letter on discovery responses.	\$320.00	1.1	\$352.00
09/13/2023	TJF	Communicate	Conference with David Danning regarding discovery and work in connection with the same.	\$750.00	0.3	\$225.00
09/13/2023	TJF	Review	Review and revise person most knowledgeable deposition notice.	\$750.00	0.8	\$600.00
09/13/2023	TJF	Attend	Conference with David Danning regarding case and discovery; review and revise person most knowledgeable deposition notice.	\$750.00	0.9	\$675.00
09/13/2023	TJF	Review	Review and respond to email from defense counsel regarding discovery issues and conference with David Danning in connection with the same.	\$750.00	0.3	\$225.00
09/13/2023	TJF	Review	Review and revise discovery responses; review and revise meet and confer letter to defendant regarding deficient discovery responses.	\$750.00	1.6	\$1,200.00

09/13/2023	TJF	Review	Review and revise proposed Belaire West notice; prepare for meet and confer call with defense counsel regarding outstanding deficiencies with defendant's responses.	\$750.00	1.4	\$1,050.00
09/14/2023	DD	Draft	Continue drafting meet and confer letter on discovery responses (2.1); draft responses to discovery requests (0.8).	\$320.00	2.9	\$928.00
09/14/2023	DD	Draft	Continue to draft and revise discovery responses.	\$320.00	2.0	\$640.00
09/14/2023	DD	Draft	Draft and revise Belaire-West notice (0.8); distribute to defendant's counsel (0.1); circulate conference call in information (0.1).	\$320.00	0.7	\$224.00
09/14/2023	DD	Draft	Draft and revise Belaire-West notice (0.8); distribute to defendant's counsel (0.1); circulate conference call in information (0.1).	\$320.00	1.0	\$320.00
09/14/2023	DD	Prepare for	Prepare for and attend meet and confer conference call (0.5); draft confirmatory email (0.4); review docket (0.1); correspond with client (0.1).	\$320.00	1.1	\$352.00
09/14/2023	DD	Respond	Correspond with client and evaluate documents and discovery responses received.	\$320.00	0.5	\$160.00
09/21/2023	DD	Draft	Draft response to defendants' letter meeting and conferring on discovery responses (2.8); research defendants' assertion of appropriateness of consolidation (0.6); evaluate documents produced (1.1).	\$320.00	4.5	\$1,440.00
10/03/2023	TJF	Review	Review and respond to email from defense counsel regarding informal discovery conference and informal discovery conference statement and work in connection with preparing for the same.	\$750.00	1.3	\$975.00
10/04/2023	TJF	Work	Work in connection review and revising discovery statement.	\$750.00	0.8	\$600.00
10/05/2023	DD	Revise	Revise and edit meet and confer letter.	\$320.00	0.3	\$96.00
10/05/2023	DD	Research	Research financial capacity of defendants (1.2); evaluate documents received from client (0.6); correspond with client and set up file sharing (0.1).	\$320.00	1.9	\$608.00
10/06/2023	DD	Draft	Draft email regarding setting up an informal discovery conference (0.2); arrange for informal discovery conference (0.3).	\$320.00	0.5	\$160.00
10/06/2023	DD	Research	Research new judge and judge's practices.	\$320.00	0.4	\$128.00
10/06/2023	DD	Draft	Draft email to defendants' counsel notifying them of informal discovery conference (0.3); respond to defendant's correspondence (0.1).	\$320.00	0.4	\$128.00
10/12/2023	TJF	Prepare	Prepare for and attend informal discovery conference and conference with David Danning regarding the same; review and respond to email from defense counsel.	\$750.00	2.1	\$1,575.00
10/13/2023	DD	Revise	Revise and edit plaintiff's portion of joint informal discovery conference statement (0.3); exchange joint statements with defendant (0.1); review and research authority in defendant's statement (0.8).	\$320.00	1.2	\$384.00
10/13/2023	DD	Review	Review defendant's portion of informal discovery statement and prepare for filing (0.2); generate Zoom invitation for the Court (0.1).	\$320.00	0.3	\$96.00
10/13/2023	DD	Draft	Draft plaintiff's portion of joint informal discovery conference statement.	\$320.00	1.3	\$416.00

10/16/2023	TJF	Review	Conference with David Danning regarding the case and discovery issues; review and respond to email from defense counsel regarding informal discovery conference and work in connection with the same.	\$750.00	0.4	\$300.00
10/16/2023	TJF	Review	Conference with David Danning regarding the case; review correspondence from defense counsel; review and revise follow up meet and confer letter.	\$750.00	1.3	\$975.00
10/26/2023	TJF	Review	Review meeting confer email from defense counsel and conference with David Danning regarding the same.	\$750.00	0.8	\$600.00
10/27/2023	TJF	Conference	Conference with David Danning regarding discovery and review correspondence from defense counsel in connection with the same.	\$750.00	0.7	\$525.00
10/30/2023	TJF	Review	Review and revise joint informal discovery conference statement and conference with David Danning in connection with the same.	\$750.00	0.9	\$675.00
10/31/2023	DD	Attend	Prepare for and attend informal discovery conference (0.7); check for minute order and draft communication to defendants' counsel (0.4); perform analysis on plaintiff's documents received in discovery (0.3); research for the case (0.2).	\$320.00	1.6	\$512.00
10/31/2023	DD	Revise	Revise and send email regarding discovery status.	\$320.00	0.1	\$32.00
10/31/2023	DD	Revise	Revise and send email regarding discovery stays (0.2); draft response to email regarding court order for attorney review (1.1).	\$320.00	1.3	\$416.00
10/31/2023	DD	Draft	Draft response to defendant's counsel's email for attorney review.	\$320.00	1.7	\$544.00
10/31/2023	DD	Revise	Revise and edit draft response to defendants' counsel's email.	\$320.00	0.2	\$64.00
11/01/2023	DD	Draft	Draft response to defendants' counsel's email (0.2); draft supplemental discovery responses (2); draft IDC statement (1.3).	\$320.00	3.5	\$1,120.00
11/01/2023	DD	Revise	Revise and edit discovery conference statement (0.1); correspond with defendant's counsel to exchange drafts (0.1).	\$320.00	0.2	\$64.00
11/02/2023	DD	Prepare	Create Zoom meeting for informal discovery conference.	\$320.00	0.1	\$32.00
11/02/2023	DD	Prepare	Conduct preliminary class and damages analysis.	\$320.00	0.3	\$96.00
11/04/2023	DD	Prepare	Run evaluation and draft summary of AWS overtime exposure pre-AWS election.	\$320.00	1.2	\$384.00
11/06/2023	DD	Draft	Continue to draft and revise supplemental discovery responses (1); draft email regarding deposition dates (0.5); prepare for and attend attempted conference call (0.3); research federal enforcement of settlement agreements (0.3).	\$320.00	2.1	\$672.00
11/06/2023	TJF	Prepare	Prepare for informal discovery conference and review email from the court clerk; review and respond to email from defense counsel in preparation for the informal discovery conference.	\$750.00	3.4	\$2,550.00
11/07/2023	DD	Draft	Continue to draft and revise supplemental discovery responses.	\$320.00	3.5	\$1,120.00
11/07/2023	TJF	Prepare	Prepare for and call with defense counsel to meet and confer.	\$750.00	0.9	\$675.00

11/08/2023	DD	Draft	Draft summary of motion to compel (0.2); correspond with client regarding documents and case update (0.2); revise and edit discovery responses (1.2).	\$320.00	1.6	\$512.00
11/08/2023	TJF	Review	Review and revise discovery responses.	\$750.00	6.7	\$5,025.00
11/15/2023	DD	Draft	Draft and revise meet and confer letter (1.5); research 3/12 alternative workweek schedules (0.7).	\$320.00	2.2	\$704.00
11/16/2023	DD	Correspond	Correspond with client to obtain updated contact information.	\$320.00	0.1	\$32.00
11/17/2023	DD	Draft	Draft motions to compel responses to requests for production (1.2); draft and research opposition to motion to consolidate (5.7).	\$320.00	6.9	\$2,208.00
11/20/2023	DD	Draft	Draft response to defendants' counsel's email for attorney review (0.4); continue to draft opposition to motion to consolidate (3.1).	\$320.00	3.5	\$1,120.00
11/20/2023	TJF	Review	Review and respond to meet and confer letter from defense counsel and conference with David Danning regarding the same.	\$750.00	0.9	\$675.00
11/21/2023	DD	Draft	Continue to draft opposition to motion to consolidate (2); continue to draft motions to compel discovery (2.2).	\$320.00	4.2	\$1,344.00
11/27/2023	DD	Draft	Continue to draft motions to compel discovery.	\$320.00	5.0	\$1,600.00
11/28/2023	DD	Draft	Continue to draft motions to compel discovery (0.8); correspond with the court to obtain hearing dates (0.2); draft email to defendant's counsel regarding deposition dates (0.1); draft amended deposition notices (0.7), revise and edit opposition to motion to consolidate (0.8).	\$320.00	2.6	\$832.00
11/28/2023	TJF	Review	Review meet and confer email from defense counsel.	\$750.00	0.8	\$600.00
11/29/2023	DD	Revise	Revise and edit deposition notices.	\$320.00	0.3	\$96.00
11/29/2023	TJF	Review	Review motion to consolidate and revise oppositional motion to consolidate.	\$750.00	2.8	\$2,100.00
11/29/2023	TJF	Review	Review and revise opposition brief.	\$750.00	2.7	\$2,025.00
11/30/2023	DD	Revise	Revise and edit opposition to motion to consolidate (2.5); draft objections to evidence (0.7); draft Favarote declaration (0.8).	\$320.00	4.0	\$1,280.00
12/01/2023	TJF	Review	Review and revise opposition to motion to consolidate and conferences with David Danning in connection with the same; review new deposition notices for PMK for Hilton Manor and Juniper Manor.	\$750.00	2.5	\$1,875.00
12/01/2023	DD	Review	Revise and edit opposition to motion to consolidate (0.6); revise and edit Favarote declaration (1.5).	\$320.00	2.1	\$672.00
12/12/2023	TJF	Prepare	Prepare for hearing on motion to consolidate.	\$750.00	1.8	\$1,350.00
12/14/2023	DD	Correspond	Correspond with calendaring clerk for continued hearing.	\$320.00	0.2	\$64.00
12/23/2023	DD	Draft	Draft response to defendants' email for attorney review.	\$320.00	0.3	\$96.00
12/28/2023	TJF	Prepare	Prepare for PMK depositions of Hilton Manor LLC and Juniper Manor LLC; conferences with David Danning in connection with the same.	\$750.00	5.8	\$4,350.00

12/29/2023	DD	Research	Research alternative workweek schedule checklist.	\$320.00	0.5	\$160.00
12/29/2023	DD	Draft	Draft response email for attorney review.	\$320.00	0.6	\$192.00
12/30/2023	DD	Correspond	Proof and send email to opposing counsel on behalf of lead attorney.	\$320.00	0.1	\$32.00
01/02/2024	TJF	Review	Review and respond to email from defense counsel, and work in connection with preparing for person most knowledgeable deposition.	\$750.00	5.4	\$4,050.00
01/03/2024	DD	Draft	Draft and revise amended notices of deposition.	\$320.00	0.5	\$160.00
01/03/2024	TJF	Review	Review and respond to emails from defense counsel; review amended deposition notice.	\$750.00	4.2	\$3,150.00
01/04/2024	DD	Prepare	Prepare documents for person most knowegable depositions.	\$320.00	0.1	\$32.00
01/04/2024	DD	Prepare	Prepare exhibits for depositions of Hilton Manor LLC and Juniper Manor LLC.	\$320.00	4.3	\$1,376.00
01/04/2024	DD	Research	Research requirements for a valid alternative workweek election for healthcare workers.	\$320.00	0.4	\$128.00
01/04/2024	TJF	Prepare	Prepare for person most knowledgeable depositions.	\$750.00	8.9	\$6,675.00
01/05/2024	DD	Prepare	Prepare for and support depositions (0.6); review documents produced during and before deposition (0.5), draft and revise communication to defense counsel (0.2).	\$320.00	1.3	\$416.00
01/05/2024	TJF	Prepare	Prepare for and take person most knowledgeable depositions for Juniper and Hilton.	\$750.00	8.2	\$6,150.00
01/08/2024	DD	Draft	Draft amended notice of deposition of Eleanor Posner.	\$320.00	0.2	\$64.00
01/08/2024	TJF	Conference	Conference with David Danning regarding case strategy and class certification.	\$750.00	0.8	\$600.00
01/10/2024	DD	Send	Arrange for meet and confer call with defendants' counsel.	\$320.00	0.1	\$32.00
01/10/2024	DD	Draft	Draft stipulation to dismiss certain class claims and declaration in support.	\$320.00	1.4	\$448.00
01/10/2024	DD	Draft	Draft joint case management statement.	\$320.00	0.4	\$128.00
01/10/2024	TJF	Prepare	Work in connection with request for limited dismissal regarding entity covered by other case; conference with David Danning in connection with the same.	\$750.00	1.8	\$1,350.00
01/11/2024	DD	Conference	Prepare for and attend meet and confer call with defense counsel.	\$320.00	0.4	\$128.00
01/11/2024	DD	Revise	Revise and edit joint case management statement.	\$320.00	0.5	\$160.00
01/11/2024	DD	Draft	Draft response to Defendant's meet and confer letter.	\$320.00	4.1	\$1,312.00
01/11/2024	TJF	Prepare	Prepare for and attend call with defense counsel to meet and confer for case management conference and potential stipulation.	\$750.00	0.7	\$525.00
01/12/2024	DD	Revise	Review opposing counsel's changes to CMC statement and finish revisions.	\$320.00	0.1	\$32.00

01/12/2024	TJF	Prepare	Work in connection with preparing case management conference statement; review defendant's proposed changes to case management conference statement, and prepare correspondence to defense counsel in connection with the same.	\$750.00	0.9	\$675.00
01/12/2024	TJF	Prepare	Prepare for and attend trial setting conference and conference with David Danning in connection with the same.	\$750.00	2.2	\$1,650.00
01/16/2024	DD	Revise	Revise and edit response to defendants' meet and confer letter.	\$320.00	0.6	\$192.00
01/16/2024	DD	Research	Research notice to bring a class certification motion.	\$320.00	0.2	\$64.00
01/16/2024	TJF	Review	Review and revise meet and confer letter, and conference with David Danning regarding the same; work in connection with preparing for case management conference.	\$750.00	2.1	\$1,575.00
01/17/2024	TJF	Review	Review and revise notice.	\$750.00	0.2	\$150.00
01/18/2024	DD	Research	Run docket check for undisclosed related cases.	\$320.00	0.2	\$64.00
01/18/2024	DD	Draft	Draft motion for class certification.	\$320.00	4.4	\$1,408.00
01/20/2024	DD	Revise	Revise and edit motion for class certification.	\$320.00	0.9	\$288.00
01/23/2024	DD	Draft	Draft and revise email regarding discovery for attorney review.	\$320.00	0.6	\$192.00
01/23/2024	DD	Revise	Revise and edit amended deposition notice for Eleanor Posner.	\$320.00	0.2	\$64.00
01/24/2024	DD	Revise	Revise and edit Belaire-West notice.	\$320.00	0.3	\$96.00
01/24/2024	TJF	Review	Review and respond to meet and confer email from defense counsel, and conference with David Danning regarding the same; review and revise deposition notice for individual defendant Posner; review and revise notice from case management conference and order to show cause.	\$750.00	1.5	\$1,125.00
02/01/2024	DD	Revise	Review deposition transcript and revise motion for class certification.	\$320.00	1.8	\$576.00
02/01/2024	DD	Review	Review protective order provided by defendants' counsel.	\$320.00	0.7	\$224.00
02/01/2024	DD	Revise	Revise and edit Belaire-West notice.	\$320.00	0.4	\$128.00
02/02/2024	DD	Draft	Draft protective order using Los Angeles model order and send revised Belaire-West notice to defendants' counsel.	\$320.00	1.0	\$320.00
02/02/2024	DD	Research	Research individual liability under Labor Code section 558 and alter ego theories.	\$320.00	1.3	\$416.00
02/05/2024	DD	Prepare	Prepare Posner deposition exhibits.	\$320.00	0.4	\$128.00
02/06/2024	DD	Draft	Draft Belaire-West email to opposing counsel for attorney review.	\$320.00	0.2	\$64.00
02/06/2024	DD	Revise	Revise and edit motion for class certification.	\$320.00	2.3	\$736.00
02/06/2024	DD	Draft	Draft trial plan in support of motion for class certification.	\$320.00	2.3	\$736.00
02/07/2024	DD	Draft	Draft client declaration in support of motion for class certification.	\$320.00	0.4	\$128.00

02/07/2024	DD	Revise	Continue to revise and edit motion for class certification.	\$320.00	1.4	\$448.00
02/08/2024	DD	Revise	Revise and edit motion for class certification, plaintiff's declaration, and trial plan.	\$320.00	1.1	\$352.00
02/09/2024	TJF	Call	Call with defense counsel regarding discovery and informal discovery conference, and work in connection with preparing for additional depositions.	\$750.00	2.2	\$1,650.00
02/12/2024	DD	Prepare	Compile additional documents for deposition of Eleanor Iswinari Posner.	\$320.00	0.6	\$192.00
02/13/2024	DD	Revise	Revise and prepare additional deposition exhibits.	\$320.00	0.7	\$224.00
02/13/2024	TJF	Prepare	Prepare for Posner deposition.	\$750.00	1.9	\$1,425.00
02/14/2024	DD	Prepare	Prepare for and support deposition of Eleanor Posner.	\$320.00	2.1	\$672.00
02/14/2024	TJF	Prepare	Prepare for and take deposition of individual defendants Posner.	\$750.00	4.8	\$3,600.00
02/15/2024	DD	Correspond	Provide case update to client and update contact information.	\$320.00	0.2	\$64.00
02/27/2024	DD	Revise	Revise and edit motion for class certification.	\$320.00	0.3	\$96.00
03/01/2024	DD	Draft	Draft email with a list of required mediation information from defendant.	\$320.00	1.0	\$320.00
03/01/2024	DD	Communicate	Communicate with Plaintiff regarding mediation date.	\$320.00	0.1	\$32.00
03/01/2024	TJF	Conference	Conference with David Danning regarding class data for mediation, and work in connection with preparing the same; review and respond to email from defense counsel in connection with the same.	\$750.00	3.9	\$2,925.00
03/04/2024	TJF	Review	Review correspondence from defense counsel.	\$750.00	0.2	\$150.00
03/07/2024	TJF	Review	Review PMK deposition testimony in preparation for motion for class certification and work in connection with preparing for mediation.	\$750.00	6.2	\$4,650.00
03/08/2024	DD	Review	Review wage statements provided by defendant and draft follow up mediation information email.	\$320.00	0.4	\$128.00
03/11/2024	DD	Draft	Draft mediation brief.	\$320.00	2.1	\$672.00
03/11/2024	TJF	Review	Review correspondence and data from defendant in preparation for mediation; work in connection with preparing for mediation including review of potential damage calculations.	\$750.00	6.7	\$5,025.00
03/12/2024	DD	Draft	Draft declaration of Torey Joseph Favarote in support of motion for class certification.	\$320.00	0.9	\$288.00
03/12/2024	TJF	Review	Continued review of the sample payroll data from defendant in preparation for mediation and notes in connection with the same in preparation for mediation and class certification brief.	\$750.00	7.8	\$5,850.00
03/13/2024	DD	Revise	Review produced records and information, revise and edit mediation brief.	\$320.00	2.6	\$832.00
03/14/2024	TJF	Review	Review and revise class certification brief and draft support declarations; and prepare for mediation.	\$750.00	6.2	\$4,650.00
03/15/2024	TJF	Review	Review and revise class certification brief; prepare for mediation including revisions to mediation brief; review data in preparation for mediation.	\$750.00	7.9	\$5,925.00

03/18/2024	DD	Revise	Revise and edit mediation brief.	\$320.00	1.1	\$352.00
03/18/2024	TJF	Revise	Revise mediation brief and damage calculations.	\$750.00	4.4	\$3,300.00
03/19/2024	TJF	Prepare	Prepare motion for class certification, work in connection with preparing for mediation.	\$750.00	6.8	\$5,100.00
03/19/2024	TJF	Prepare	Prepare for mediation.	\$750.00	1.8	\$1,350.00
03/20/2024	DD	Communicate	Correspond with client regarding case update and mediation.	\$320.00	0.2	\$64.00
03/21/2024	DD	Attend	Prepare for and attend portion of mediation.	\$320.00	3.1	\$992.00
03/21/2024	TJF	Prepare	Prepare for and attend mediation, and conferences with David Danning in connection with the same.	\$750.00	6.2	\$4,650.00
03/22/2024	DD	Communicate	Updated client on status.	\$320.00	0.1	\$32.00
03/25/2024	DD	Communicate	Review mediator's proposal and communicate with client.	\$320.00	0.2	\$64.00
03/26/2024	DD	Communicate	Communicate with plaintiff to discuss case.	\$320.00	0.6	\$192.00
03/27/2024	TJF	Review	Review email correspondence from defense counsel regarding tax returns and review related documents and conference with David Danning in connection with the same.	\$750.00	0.2	\$150.00
04/01/2024	DD	Revise	Revise and edit memorandum of understanding.	\$320.00	1.2	\$384.00
04/01/2024	TJF	Review	Review and revise memorandum of understanding and conference with David Danning regarding the same.	\$750.00	1.9	\$1,425.00
04/02/2024	DD	Communicate	Circulate final memorandum of understanding for signatures.	\$320.00	0.3	\$96.00
04/02/2024	TJF	Review	Review email from defense counsel regarding memorandum of understanding and conferences with David Danning regarding the same and work in connection with finalizing the agreement.	\$750.00	1.2	\$900.00
04/08/2024	DD	Finalize	Finalize memorandum of understanding.	\$320.00	0.1	\$32.00
04/19/2024	DD	Communicate	Follow up with defendant's counsel on status of settlement agreement.	\$320.00	0.1	\$32.00
04/30/2024	TJF	Prepare	Prepare correspondence to defense counsel regarding status of the long form settlement agreement.	\$750.00	0.2	\$150.00
05/02/2024	DD	Revise	Revise and redline draft settlement agreement.	\$320.00	1.1	\$352.00
05/03/2024	TJF	Review	Review defendant's propose changes to the settlement agreement and prepared notes/comments in connection with the same; conference with David Danning in connection with the same.	\$750.00	2.3	\$1,725.00
05/06/2024	DD	Revise	Revise and edit settlement agreement.	\$320.00	0.4	\$128.00
05/06/2024	TJF	Review	Review and revise long form settlement agreement including preparation of redline.	\$750.00	2.2	\$1,650.00
05/07/2024	DD	Revise	Revise and redline settlement agreement, transmit to defendants' counsel.	\$320.00	0.5	\$160.00
05/13/2024	TJF	Review	Review and respond to correspondence from defense counsel regarding long form agreement, and conference with David Danning regarding the same.	\$750.00	0.3	\$225.00
05/20/2024	DD	Revise	Revise and edit long form settlement agreement.	\$320.00	0.3	\$96.00

05/21/2024	DD	Revise	Revise and edit long form settlement agreement draft.	\$320.00	0.3	\$96.00
05/21/2024	TJF	Review	Review and revise settlement agreement and conference with David Danning regarding the same.	\$750.00	0.8	\$600.00
05/29/2024	DD	Finalize	Finalize settlement agreement.	\$320.00	0.2	\$64.00
05/29/2024	DD	Communicate	Communicate with settlement administrator to obtain a quote.	\$320.00	0.2	\$64.00
05/29/2024	TJF	Prepare	Prepare correspondence to defense counsel regards the settlement agreement and conference with David Danning regarding the same.	\$750.00	0.2	\$150.00
05/30/2024	TJF	Review	Review email from claims administrator regarding bid.	\$750.00	0.2	\$150.00
06/03/2024	DD	Communicate	Communicate with client regarding the settlement agreement.	\$320.00	0.3	\$96.00
06/04/2024	TJF	Review	Review correspondence from defense counsel.	\$750.00	0.3	\$225.00
06/13/2024	TJF	Conference	Conference with David Danning regarding motion for preliminary approval of settlement and work in connection with the same.	\$750.00	0.3	\$225.00
06/17/2024	DD	Prepare	Compile signature pages for fully executed agreement.	\$320.00	0.1	\$32.00
06/17/2024	TJF	Review	Review email from defense counsel regarding settlement and conference with David Danning regarding motion for approval.	\$750.00	0.6	\$450.00
06/18/2024	TJF	Review	Review correspondence from defense counsel regarding settlement.	\$750.00	0.1	\$75.00
06/21/2024	DD	Draft	Draft and calculate summary of Kullar analysis in support of motion for preliminary approval.	\$320.00	1.5	\$480.00
06/21/2024	DD	Draft	Draft and revise class notice.	\$320.00	1.4	\$448.00
06/21/2024	DD	Draft	Draft declaration of Angel Perez in support of preliminary approval.	\$320.00	0.7	\$224.00
06/22/2024	DD	Draft	Draft motion for preliminary approval.	\$320.00	1.1	\$352.00
06/24/2024	TJF	Review	Review and revise draft motion for preliminary approval and declaration regarding Kullar analysis and conference with David Danning regarding the same.	\$750.00	3.7	\$2,775.00
06/25/2024	DD	Revise	Revise and edit draft class notice.	\$320.00	0.5	\$160.00
06/26/2024	DD	Research	Research local and complex department guidelines for class action settlement agreements.	\$320.00	0.5	\$160.00
07/01/2024	DD	Draft	Continue to draft motion for preliminary approval.	\$320.00	0.6	\$192.00
07/02/2024	DD	Draft	Continue to draft motion for preliminary approval.	\$320.00	1.3	\$416.00
07/05/2024	DD	Draft	Continue to draft motion for preliminary approval.	\$320.00	4.3	\$1,376.00
07/06/2024	DD	Draft	Draft declaration of Torey Joseph Favarote in support of preliminary approval.	\$320.00	4.1	\$1,312.00
07/07/2024	DD	Revise	Revise and edit motion for preliminary approval.	\$320.00	0.7	\$224.00
07/07/2024	DD	Draft	Draft and revise notice of motion for preliminary approval and proposed order.	\$320.00	0.5	\$160.00
07/08/2024	DD	Revise	Revise and edit all preliminary approval documents.	\$320.00	3.1	\$992.00

07/08/2024	TJF	Work	Work in connection with motion for preliminary approval of settlement.	\$750.00	5.6	\$4,200.00
07/09/2024	DD	Revise	Revise and edit preliminary approval papers.	\$320.00	2.2	\$704.00
07/09/2024	DD	Communicate	Communicate with settlement administrator to confirm bid.	\$320.00	0.2	\$64.00
07/09/2024	TJF	Review	Review and revise motion for preliminary approval and supporting declarations and conference with David Danning in connection with the same.	\$750.00	5.4	\$4,050.00
07/12/2024	DD	Send	Submit settlement and preliminary approval papers to the LWDA.	\$320.00	0.2	\$64.00
08/12/2024	DD	Communicate	Provide case update to client.	\$320.00	0.1	\$32.00
09/30/2024	DD	Communicate	Communicate with client on status of case and timeline going forward.	\$320.00	0.2	\$64.00
10/28/2024	DD	Prepare	Prepare for hearing on motion for preliminary approval.	\$320.00	0.5	\$160.00
10/28/2024	TJF	Prepare	Prepare for preliminary approval hearing and conference with David Danning regarding the same.	\$750.00	3.8	\$2,850.00
10/29/2024	DD	Attend	Prepare for and appear at preliminary approval hearing.	\$320.00	1.1	\$352.00
10/29/2024	TJF	Prepare	Prepare for and attend preliminary approval hearing and conference with David Danning regarding the same.	\$750.00	3.1	\$2,325.00
10/31/2024	DD	Prepare	Prepare documents and send to settlement administrator.	\$320.00	0.4	\$128.00
11/19/2024	TJF	Review	Review and respond to email from defense counsel regarding class data to the claims administrator.	\$750.00	0.2	\$150.00
11/21/2024	TJF	Review	Review notice from claims administrator regarding timeline for mailing.	\$750.00	0.2	\$150.00
11/26/2024	TJF	Review	Review correspondence from defense counsel regarding class data.	\$750.00	0.2	\$150.00
11/27/2024	TJF	Review	Review email from claims administrator regarding class data.	\$750.00	0.3	\$225.00
12/09/2024	TJF	Review	Review correspondence from claims administrator.	\$750.00	0.2	\$150.00
12/12/2024	TJF	Review	Review and respond to email from claims administrator regarding class data.	\$750.00	0.2	\$150.00
12/17/2024	DD	Review	Review class notice and give approval.	\$320.00	0.3	\$96.00
12/20/2024	DD	Communicate	Communicate with administrator on delayed mailing.	\$320.00	0.1	\$32.00
01/07/2025	TJF	Review	Review report from claims administrator and work in connection with motion for final approval of settlement.	\$750.00	1.2	\$900.00
01/25/2025	DD	Draft	Begin drafting motion for final approval.	\$320.00	1.3	\$416.00
01/27/2025	DD	Draft	Continue to draft motion for final approval.	\$320.00	1.3	\$416.00
01/28/2025	DD	Draft	Draft and revise Favarote declaration in support of final approval.	\$320.00	1.4	\$448.00
01/28/2025	DD	Draft	Draft client declaration, notice, and proposed order/judgment.	\$320.00	1.2	\$384.00

01/30/2025	TJF	Review	Review and revise motion for final approval and supporting papers.	\$750.00	6.9	\$5,175.00
02/03/2025	DD	Revise	Revise and edit motion for final approval documents.	\$320.00	0.4	\$128.00
02/04/2025	DD	Communicate	Communicate with administrator on declaration for final approval.	\$320.00	0.3	\$96.00
02/05/2025	DD	Communicate	Revise client declaration and send to client.	\$320.00	0.2	\$64.00
02/05/2025	TJF	Conference	Conference with David Danning regarding final approval and review and revise moving papers.	\$750.00	5.8	\$4,350.00
02/06/2025	DD	Revise	Revise and edit client declaration and communicate to client.	\$320.00	0.2	\$64.00
02/06/2025	TJF	Review	Review and revise supporting declarations for final approval motion.	\$750.00	3.1	\$2,325.00
02/11/2025	DD	Communicate	Communicate with administrator regarding declaration.	\$320.00	0.2	\$64.00
				Totals:	424.7	\$231,450.00

Expenses

DATE	EE	ACTIVITY	DESCRIPTION	COST	QUANTITY	LINE TOTAL
09/15/2022	TS	Postage	Postage	\$7.82	4.0	\$31.28
09/15/2022	TS	Postage	Postage.	\$7.82	4.0	\$31.28
09/15/2022	TS	Court Filing Fee	Court Filing Fee regarding first appearance fee. G&F check # 9335.	\$435.00	1.0	\$435.00
09/15/2022	TS	Court Filing Fee	Court Filing Fee regarding complex fee. G&F check # 9335.	\$1,000.00	1.0	\$1,000.00
09/23/2022	TS	Postage	Postage.	\$8.06	6.0	\$48.36
09/30/2022	TS	FedEx	Federal Express to Bosco Legal Services, Inc. Tracking No. 777950654348.	\$36.88	1.0	\$36.88
10/12/2022	TS	Attorney Service Fee	Attorney Service Fee regarding filing summons and complaint. Bosco invoice # 7667669.	\$109.95	1.0	\$109.95
10/12/2022	TS	Filing Fee	PAGA filing fee.	\$75.00	1.0	\$75.00
03/01/2023	TS	Attorney Service Fee	Attorney Service Fee regarding service of summons and complaint to Eleanor Iswinari Posner. BLS invoice # 8214538.	\$104.30	1.0	\$104.30
03/01/2023	TS	Attorney Service Fee	Attorney Service Fee regarding service of summons and complaint to Juniper Manor, LLC. BLS invoice # 8214406.	\$146.53	1.0	\$146.53
03/02/2023	TS	Attorney Service Fee	Attorney Service Fee regarding service of summons and complaint packet on Bright Sky Home Health Care, Inc. BLS invoice # 8214433.	\$143.65	1.0	\$143.65
03/02/2023	TS	Attorney Service Fee	Attorney Service Fee regarding filing proof of service of summons and complaint. BLS invoice # 8306717.	\$59.95	1.0	\$59.95
03/02/2023	TS	Attorney Service Fee	Attorney Service Fee regarding service of summons and complaint on Hilton Manor, LLC. BLS invoice # 8214294.	\$145.57	1.0	\$145.57
04/26/2023	TS	Court Copy Fee	Court Copy Fees of answer and notice of related cases. SBSC reference # 2023-18403-WEB.	\$11.00	1.0	\$11.00
04/27/2023	TS	Postage	Postage.	\$0.60	1.0	\$0.60

05/31/2023	TS	Postage	Postage.	\$2.94	1.0	\$2.94
05/31/2023	TS	Postage	Postage.	\$9.80	1.0	\$9.80
06/09/2023	TS	Attorney Service Fee	One Legal Attorney Service regarding filing of notice. Invoice # 14496418.	\$70.00	1.0	\$70.00
07/12/2023	TS	Courtcall Telephonic	CourtCall Telephonic Appearance regarding status conference.	\$72.00	1.0	\$72.00
07/17/2023	TS	Postage	Postage.	\$2.22	1.0	\$2.22
08/17/2023	TS	Courtcall Telephonic	CourtCall Telephonic Appearance	\$72.00	1.0	\$72.00
08/17/2023	TS	Attorney Service Fee	Attorney Service Fee regarding filing joint report. Bosco invoice # 9169038.	\$109.95	1.0	\$109.95
08/28/2023	TS	Postage	Postage.	\$9.80	1.0	\$9.80
10/16/2023	TS	Attorney Service Fee	Attorney Service Fee regarding filing of CMC statement. Bosco invoice # 8691528.	\$109.90	1.0	\$109.90
10/16/2023	TS	Attorney Service Fee	Attorney Service Fee regarding filing of joint statement. Bosco invoice # 9702086.	\$109.95	1.0	\$109.95
11/01/2023	LM	Attorney Service Fee	Attorney Service fee regarding filing of joint statement. Bosco invoice # 9856745.	\$109.95	1.0	\$109.95
11/10/2023	TS	Postage	Postage.	\$9.80	1.0	\$9.80
12/04/2023	LM	Attorney Service Fee	Attorney service regarding filing of notice. Onelegal invoice # 15095829.	\$25.09	1.0	\$25.09
12/05/2023	LM	Attorney Service Fee	Court filing fee regarding first appearance fee and complex fee paid. Onelegal invoice # 15100772.	\$1,460.20	1.0	\$1,460.20
01/12/2024	LM	Attorney Service Fee	Attorney service regarding filing of joint report. Bosco invoice # 10239708.	\$109.95	1.0	\$109.95
01/17/2024	LM	Attorney Service Fee	Attorney service regarding filing of request for dismissal. Bosco invoice # 10258213.	\$109.95	1.0	\$109.95
01/17/2024	LM	Conference	Courtcall re:CMC hearing.	\$72.00	1.0	\$72.00
01/17/2024	LM	Attorney Service Fee	Attorney service regarding filing of dismissal. Onelegal invoice # 15209775.	\$50.00	1.0	\$50.00
01/19/2024	LM	Deposition Videographer Fee	Video services for deposition of Elle Posner. Best Evidence invoice # 3947.	\$905.00	1.0	\$905.00
01/24/2024	LM	Attorney Service Fee	Attorney service fee regarding filing of notice of ruling. Onelegal invoice # 15231567.	\$20.09	1.0	\$20.09
02/05/2024	LM	Deposition Transcription Fee	Deposition transcription regarding deposition of PMK of Juniper Manor, LLC. DDaunch invoice # 1276.	\$996.38	1.0	\$996.38
02/05/2024	LM	Deposition Transcription Fee	Deposition transcription regarding deposition of PMK of Hilton Manor, LLC. DDaunch invoice # 1277.	\$747.53	1.0	\$747.53
02/19/2024	LM	Deposition Videographer Fee	Deposition videographer fee regarding deposition of Eleanor Posner. Best Evidence invoice # 4043.	\$530.00	1.0	\$530.00
03/04/2024	LM	Deposition Transcription Fee	Deposition transcription regarding deposition of Eleanor Iswinari Posner. DDaunch invoice # 1308.	\$712.25	1.0	\$712.25
03/14/2024	LM	Mediation Fees	Judicate mediation invoice # 623154.	\$6,375.00	1.0	\$6,375.00
03/19/2024	LM	Attorney Service Fee	Attorney service regarding filing of dismissal. Onelegal invoice #15402287.	\$20.09	1.0	\$20.09

04/24/2024	LM	Attorney Service Fee	Attorney service regarding filing of notice of change of address. Onelegal invoice #15518502.	\$20.09	1.0	\$20.09
08/14/2024	LM	Attorney Service Fee	Attorney service regarding filing of notice of ruling. Onelegal invoice #15859544.	\$25.09	1.0	\$25.09
Expense Total:						\$15,246.37

Time Entry Sub-Total: \$231,450.00

Expense Sub-Total: \$15,246.37

Sub-Total: \$246,696.37

Total: \$246,696.37

Amount Paid: \$0.00

BALANCE DUE: **\$246,696.37**

EXHIBIT 4

TOREY JOSEPH FAVAROTE (SBN: 198521)
DAVID H. DANNING (SBN: 354477)
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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 ANGEL PEREZ IN**
) **SUPPORT OF FINAL APPROVAL OF**
) **CLASS ACTION SETTLEMENT AND**
) **AWARD FOR ATTORNEY FEES, COSTS,**
) **AND CLASS REPRESENTATIVE**
) **ENHANCEMENT**

) Date: March 12, 2025

) Time: 8:30 a.m.

) Judge: Hon. Christian Towns

) Dept: S-26

) Action Filed: September 16, 2022

) Trial Date: None

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DECLARATION OF ANGEL PEREZ

I, Angel Perez, declare and state as follows:

1. I am the named plaintiff in this action and was employed by Hilton Manor, LLC ("Hilton"), Juniper Manor, LLC ("Juniper"), and Elizabeth Iswinari Posner ("Posner") (collectively referred to as "Defendants"). I have personal knowledge of the facts stated herein and would and could testify competently thereto if sworn in as a witness.

2. Defendants are a small family owned and run skilled nursing provider in San Bernardino County, California.

3. I was hired by Defendants on or about October 31, 2018 as a non-exempt hourly nurse at their Hilton Manor location and worked at that location until approximately April 2022. I also worked at Defendants' Juniper Manor location throughout 2020. My employment with Defendants ended around April of 2022.

4. I understand that I am the class representative for this lawsuit. I understand that as a class representative I represent the class, which is defined as: "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." The Class Period is defined as period from September 16, 2018 to December 1, 2020.

5. I have taken a lot of effort and time to speak to the attorneys on the case and educate myself on the case, the claims, and the details of the settlement agreement. I have spoken at length with Mr. Danning about the case to discuss the details of the settlement agreement before signing it. I also regularly communicate with my attorneys about the status of the case and what the next steps are in the case. I have provided answers and documents in response to around 70 interrogatories, 55 requests for production, 21 requests for admissions, and a large number of form interrogatories. I have signed declarations and reviewed papers in support of this case. I am also willing to do more and take this case to trial if necessary. I understand that if the settlement does not go through for any reason I must be involved in the case through trial.

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1 6. As stated, I have reviewed the settlement agreement that I signed and believe it is a
2 very good deal for the class and it is in all of our best interest to move forward with that deal.

3 7. I have and will continue to adequately represent the interests of all members of the
4 class. The class is made up of approximately 119 current and former nurses who worked an
5 alternative workweek schedule.

6 8. I also obtained information needed for the lawsuit from my own investigation.
7 I enthusiastically did all that was required not for my own sake, but for the benefit of all members
8 of the class and to be the "champion" of the class. I met with and spoke on the phone with the
9 attorneys in the case on multiple occasions about the case, the duties and responsibilities of a class
10 representative, and the terms of the settlement.

11 9. I also am assuming the risk of being black-listed with future employers for being the
12 named plaintiff in a class action against my former employers. Today employers can easily go
13 online and find out about any litigation that a job candidate has been involved in and refuse to hire
14 or even interview me based on my role in this case. This is especially true in the skilled nursing
15 community, which is small and well connected, and an employer may hear about this case by word
16 of mouth alone. By bringing this case I put a target on my back as I knowingly risk this cost to my
17 reputation, risk of intrusive discovery and the payment of Defendants' costs in order to pursue this
18 lawsuit which will benefit approximately 119 other individuals, most of whom I never knew or
19 met. Finally, I believe that the settlement is fair and in the best interest of the class.

20 10. I believe that a Class Enhancement of \$10,000.00 for me is fair and reasonable
21 under the circumstances. This enhancement takes into consideration the time, effort, risk, stress,
22 and stigma. This amount is also proper because of the substantial benefit provided to the
23 approximate 119 class members as a direct result of my involvement in this litigation. The Class
24 Enhancement that I am requesting, and think that I should receive, represents only about 1.66% of
25 the total settlement in this case. I believe that the additional enhancement amount requested is fair
26 considering the amount of time, effort, and diligence that I put into helping secure a large
27 settlement that is going to benefit 119 current and former employees of Defendants. The settlement
28 puts real money in the pockets of the class members at a time that they need it most.

11. I believe I have been diligent and acted above and beyond that of which is expected of a class representative, and will continue to do so up to and including final resolution of the case regardless of whether the settlement is finally approved.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed on 02/13/25 at Los Angeles, California.

Angel Perez

Angel Perez

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.

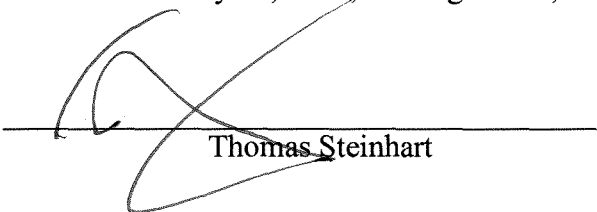
On February 14, 2025, I served a copy(ies) of the following document(s):

DECLARATION OF TOREY JOSEPH FAVAROTE IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARD FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT on the parties to this action 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	Email

- ☐ [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 Blue Moon Legal 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 ELECTRONIC TRANSMISSION] I caused said document to be sent by electronic transmission to the e-mail address indicated for the party(ies) listed above.

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 February 14, 2025, at Long Beach, California.


Thomas Steinhart