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12 Attorneys for Plaintiff Kristi Lynn White, individually,
13 and on behalf of all others similarly situated.

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SAN DIEGO**

16 KRISTI LYNN WHITE, individually and
17 on behalf of all others similarly situated,

18 Plaintiffs,

19 v.

20 EL CAJON POST ACUTE, LLC; and
21 DOES 1 through 20, inclusive,

22 Defendants.

Case No. 37-2022-00036585- CU-OE-CTL

Assigned for All Purposes to:

Judge Joel R. Wohlfeil

Dept. C-73

23 **DECLARATION OF KRISTY R. CONNOLLY**
24 **IN SUPPORT OF MOTION FOR APPROVAL**
25 **OF PAGA SETTLEMENT**

1 I, Kristy R. Connolly, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am an
3 associate at Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiff Kristi Lynn
4 White (“Plaintiff”). The following facts are within my personal knowledge and if called as a
5 witness, I could and would competently testify thereto.

6 2. I submit this Declaration in support of Plaintiff’s Motion for Approval of Private
7 Attorneys General Act Representative Action Settlement.

8 3. On September 13, 2022, Plaintiff’s counsel sent a letter to the California Labor &
9 Workforce Development Agency (“LWDA”) via online submission and to Defendant via certified
10 mail regarding Defendant’s alleged violations. The LWDA did not respond to this notice within 65
11 days, indicating it did not intend to investigate, thus allowing Plaintiff to file the instant lawsuit
12 pursuant to Labor Code Section 2699.3(a)(2)(A).

13 4. On September 13, 2022, Plaintiff filed a class action lawsuit, alleging that,
14 Defendant failed to: (1) pay minimum wages, (2) pay overtime wages, (3) provide lawful meal
15 periods or compensation in lieu thereof, (4) authorize or permit lawful rest breaks or provide
16 compensation in lieu thereof, (5) reimburse class members for necessary business expenses, (6)
17 provide accurate itemized wage statements, (7) timely pay all wages during employment, (8) pay
18 all wages timely upon separation of employment and, (9) abide by the requirements of California
19 Business and Professions Code Section 17200 *et seq.*

20 5. Defendant then presented Plaintiff with an arbitration agreement that Plaintiff
21 allegedly signed. Accordingly, Plaintiff dismissed her individual and class claims and this action
22 proceeded on a PAGA-only basis.

23 6. Plaintiff then proceeded with formal discovery and served written requests
24 seeking, *inter alia*, documents and information related to the aggrieved employees and
25 Defendant’s wage and hour practices. After Defendant served its written responses, the Parties
26 agreed to place a hold on formal discovery and attend private mediation.
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1 7. In preparation of mediation, Defendant informally produced a 15% sample of
2 aggrieved employees' time and pay records. Plaintiff's Counsel engaged an expert to quantify
3 the potential exposure using the time and payroll records, and then assessed the risks associated
4 with each of the claims meriting reductions in the likely recovery at trial. The Parties attended
5 mediation with Jill Sperber on May 18, 2023, but were unable to come to an agreement.

6 8. Defendant then filed a Motion for Sanctions Pursuant to California Code of Civil
7 Procedure section 128.7 on the grounds that Plaintiff's claims lack merit based on Defendant's
8 belief that this action was brought outside of the statute of limitations. After the Parties fully
9 briefed their respective positions, the Court denied Defendant's Motion without prejudice on the
10 grounds that Defendant had not obtained a substantive ruling finding that the action is barred by
11 the applicable limitations period.

12 9. Thereafter, Defendant then brought a Motion for Summary Judgment on the issue
13 of the statute of limitations. While Defendant's Motion for Summary Judgment was pending,
14 Plaintiff also filed Motions to Compel Further Responses, demanding discovery for the aggrieved
15 employees, including contact information, and time and pay records. On April 5, 2024, the Court
16 denied Defendant's Motion for Summary Judgment. On April 18, 2024, the Court granted
17 Plaintiff's Motions to Compel, in part, ordering the Parties to narrow the scope of the requests.

18 10. After these rulings, the Parties agreed to attend mediation again. The Parties
19 attended a second mediation session with Jill Sperber on May 21, 2024. While the action did not
20 settle at mediation, the Parties continued to work with Ms. Sperber and eventually accepted a
21 mediator's proposal on July 10, 2024. The Parties spent the next few months negotiating the terms
22 of the Settlement, which was finalized in May of 2024. The negotiations were adversarial,
23 conducted at arm's length and tempered by the efforts of both sides to serve the interests of
24 their clients.

25 11. Plaintiff initially filed for approval of the Settlement on November 26, 2024. On
26 January 24, 2025, the Court denied Plaintiff's motion for approval, finding that the escalator
27 clause is not fair. The escalator clause provided that if the number of PAGA Pay Periods exceeds
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1 20,416 by 10% (or 22,457), then the Gross Settlement Amount will increase or Defendant would
2 have the option to cut off the end date of the PAGA Period. After the Court's ruling, the Parties
3 then reviewed the Aggrieved Employee Data and confirmed that there are 20,765 Pay Periods
4 worked during the PAGA Period. As such, the escalator clause would not be triggered. The
5 Parties then amended the settlement agreement to remove the escalator clause, a copy of which is
6 attached here as Exhibit 1. The Gross Settlement Amount and the PAGA Period are no longer
7 subject to change.

8 12. On April 10, 2025, Plaintiff submitted the amended Settlement and this Motion to
9 the LWDA.

10 13. Here, the \$395,000.00 Gross Settlement Amount is reasonable for a group of
11 approximately 360 employees. A penalty of \$395,000.00 is large enough to punish Defendant for
12 alleged past violations and deter future violations. The settlement amount is equivalent to a
13 penalty of about \$1,097 per employee. At the same time, the penalty amount is not so large as to
14 be unjust, oppressive or confiscatory, considering the company's potential exposure explained
15 below.

16 14. The Gross Settlement Amount is also reasonable in light of the facts of the
17 foregoing action, the real risk that no PAGA penalties would be paid, and inherent risks and
18 uncertainties associated with PAGA claims.

19 15. If Plaintiff could recover a penalty for all 20,765 pay periods, then Defendant's
20 potential exposure at the initial violation rate of \$100.00 per pay period is as follows: 20,765 x
21 \$100.00 per pay period is \$2,076,500. If the Court stacked different types of the penalties in each
22 pay period, Plaintiff calculated the exposure as follows:

- 23 a. 20,765 pay periods x \$100 per pay period x 25% alleged meal violation rate =
24 \$519,125 for meal period violations;
- 25 b. 20,765 pay periods x \$100 per pay period x 100% alleged violation rate =
26 \$2,076,500 for rest break violations;
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- 1 c. 20,765 pay periods x \$100 per pay period x 14% violation rate (for alleged
2 failure to pay overtime at proper regular rate of pay) = \$290,710 for unpaid
3 overtime wages;
- 4 d. 20,765 pay periods x \$100 per pay period x 100% alleged violation rate =
5 \$2,076,500 for wage statement penalties; and
- 6 e. 49 former employees x \$100 alleged penalty = \$4,900 for waiting time
7 penalties.

8 16. Defendant raised a number of arguments during settlement negotiations and
9 provided evidence that could have defeated Plaintiff's claims. For example, Plaintiff argued
10 Defendant failed to provide employees with all lawful meal and rest periods as demonstrated by
11 employees' recorded time punches. However, Defendant argued that it paid meal period
12 premiums when employees' time showed violations and that it maintained written policies
13 authorizing compliant breaks. Further, Defendant argued that it was not responsible for policing
14 meal periods, that any missed breaks were the employees' personal choice to waive the break,
15 and presented evidence of signed meal waivers. Additionally, Plaintiff argued that Defendant
16 failed to pay overtime at the proper blended rate of pay when more than one rate of pay was paid
17 in a pay period. However, Defendant argued that it used a "rate in effect" method and provided
18 authority from the Court of Appeals that permitted employers to use this method at the time.
19 Moreover, Plaintiff was not confident that she would be able to recover derivative wage
20 statement and waiting time penalties if she could not prove the underlying claims. Further,
21 Defendant argued that even if there were derivative wage statement violations, employees could
22 still determine the rate at which they are being paid from the wage statement alone, which
23 complies with California law. Finally, by providing all of the information necessary to determine
24 an employee's overtime rate of pay, Defendant argued that it reasonably and in good faith
25 believed it was providing a complete and accurate wage statement.

26 17. Another crucial factor in evaluating the value of a PAGA-only case is that all
27 PAGA awards are discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2),
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1 the Court can reduce the PAGA penalties “if, based on the facts and circumstances of the
2 particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
3 confiscatory.” In other words, were this matter to go to trial, any award granted would be at the
4 discretion of the Court. In settling this case, Plaintiff recognizes that, although he believes there
5 would be no persuasive grounds to reduce the penalties, the Court could determine otherwise and
6 significantly reduce the PAGA penalties. The wide range of potential recovery and the additional
7 delays and risks of trial justified settling for a reasonable amount of recovery.

8 18. Finally, Plaintiff considered the risk that the Court find at trial that this action was
9 ultimately time-barred under the applicable statute of limitations. As discussed above, the Court
10 denied Defendant’s Motion for Summary Judgment on this issue, finding that there was a dispute
11 of material facts. Accordingly, there was still a risk that after more months of litigation, the Court
12 could find this action was indeed time-barred and the State of California and the aggrieved
13 employees would not recover anything.

14 19. Aegis prosecutes wage and hour cases, including class actions on behalf of
15 employees and others who have had their rights violated. Aegis, either on its own, or with co-
16 counsel is currently serving as plaintiffs’ counsel of record in dozens of wage and hour and
17 employment class action cases pending in both state and federal court.

18 20. The attorneys working on this case have been appointed class counsel in many
19 cases, through both contested motions and settlement approval motions.

20 21. Aegis has litigated and successfully resolved many wage and hour class action
21 cases involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g.,*
22 *Bonello v. Laboratory Express, Inc.*, San Bernardino Superior Court, Case No. CIVDS1714584
23 (class certification granted on May 14, 2021 for all current and former couriers misclassified as
24 independent contractors on issues of inaccurate wage statements, failure to reimburse business
25 expenses, and unfair competition); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior
26 Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and
27 former non-exempt workers’ on issues of rounding, meal period, and rest period claims); *Gamboa*
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1 *v. Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification
2 granted on September 16, 2019, for factory workers on issues of rounding, automatic deduction of
3 first meal period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*,
4 United States District Court Central District of California, Case No. EDCV-12-0715-JLQ (class
5 certification granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*,
6 Orange County Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and
7 rest break claims for piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San
8 Bernardino County Superior Court, Case No. CIV DS1504287 (unpaid wages, meal period and
9 rest break claims for non-exempt employees); *Antoine v. Riverstone Residential California, Inc.,*
10 *et. al*, Sacramento County Superior Court, Case No. 34-2013-00155974 (rate of pay, on-call
11 time, unpaid wage, meal period, rest break, and expense reimbursement claims for non-exempt
12 employees); *Nguyen v. Pharmerica*, Orange County Superior Court, Case No. 30-2014-
13 00716072-CU-OE-CXC (unpaid wages and unreimbursed expenses for pharmacists); *Orellana*
14 *v. Westlake*, Los Angeles County Superior Court, Case No. BC539614 (unpaid overtime, meal
15 period and rest break claims for call center employees); *Kent v. Mountain View Child Care, Inc.*,
16 Los Angeles County Superior Court, Case No. BC539633 (minimum wage, overtime, meal
17 period, and rest break claims for hospital workers); *Durroh v. East West Bank*, Los Angeles
18 County Superior Court, Case No. BC528860 (overtime claims for failure to include bonuses in
19 regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast Kansas, Inc. et*
20 *al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and expense
21 reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County Superior
22 Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include shift
23 premiums in regular rate of pay and failure to provide meal and rest periods to hospital
24 workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-
25 01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and
26 rest breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County
27 Superior Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory
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workers due to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No. JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid wages and missed meal and rest periods due to misclassification of newspaper delivery employees); *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*, Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse expenses of therapists).

22. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University of California at Berkeley in 1997.

23. After graduation from law school in 2001, the same year in which Mr. Wong took and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles, California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in the employment department at Paul Hastings, he was involved in numerous wage and hour class action lawsuits and other employment related matters.

24. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong represented and obtained successful outcomes for his clients, including awards through arbitration and trial.

25. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial Lawyers Association, and California Employment Lawyers Association.

1 26. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising
2 Star, representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012,
3 2013, and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015,
4 2016, 2017, and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment
5 law by OC Metro in 2014, 2015, and 2018. Mr. Wong bills at a rate of \$950 per hour.

6 27. Kashif Haque received his J.D. in 2001 from Washington University School of
7 Law. While in law school, Mr. Haque was a member of the Law Review Editorial Board, author
8 of an article published in the Law Review, Executive Board Member of Moot Court, and a
9 member of the Dean's List. He received a Bachelor's of Science in Business Administration
10 from the University of Central Missouri in 1998, where he was a member of the Beta Alpha Psi
11 honors fraternity.

12 28. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's
13 employment litigation with a specific focus on wage and hour claims. Since then, he has
14 represented over 500,000 employees with their employment claims, many of which included
15 wage and hour claims. He has been appointed class counsel in approximately 100 cases and is
16 currently litigating over 150 employment wage and hour class action cases.

17 29. Mr. Haque authored a book on employment litigation strategies with West
18 Publishing and has been invited to speak on class action and wage and hour issues on numerous
19 occasions. He has spoken at seminars by the State Bar of California, California Employment
20 Lawyer's Association (CELA), Orange County Bar Association, and various other CLE
21 providers. Mr. Haque is the former Chair for the Labor and Employment Section of the Orange
22 County Bar Association. He was selected as one of the Top 50 Attorneys in Orange County by
23 Super Lawyers for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the
24 present. OC Register/Metro has selected him as one of the Top 5 Employment Lawyers in
25 Orange County for every year the list was published, from 2012 to 2018. Mr. Haque bills at a
26 rate of \$950 per hour.

1 30. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted
2 to the California Bar in December of 2011, and received her J.D. from Santa Clara University
3 School of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has
4 dedicated her career to plaintiffs' side class actions. Ms. Campbell's experience includes
5 successful work on class action appeals, class certification motions, and class settlements. She
6 was chosen by Law and Politics Magazine as a Super Lawyer Rising Star, representing one of
7 the top 2.5% of lawyers under 40 in Southern California in 2018-2021. Ms. Campbell bills at a
8 rate of \$800 per hour.

9 31. Ali S. Carlsen is an Associate Attorney at Aegis Law Firm. Ms. Carlsen was
10 admitted to the California Bar in June of 2013. She received her J.D. from Golden Gate
11 University School of Law and her B.S. from California State University, East Bay. Prior to
12 joining Aegis Law Firm, Ms. Carlsen worked at Magarian & DiMercurio, APLC, where she
13 primarily handled employment litigation matters representing both employers and employees,
14 including matters involving wage and hour issues, harassment and discrimination, and
15 wrongful termination. She was chosen by Law and Politics Magazine as a Super Lawyer Rising
16 Star, representing one of the top 2.5% of lawyers under 40 in Southern California from 2017-
17 2022. Ms. Carlsen bills at \$750 an hour.

18 32. I am a Senior Attorney at Aegis Law Firm. I was admitted to the California Bar
19 in December of 2019. I received my J.D. from Chapman University Dale E. Fowler School of
20 Law where I graduated cum laude. While in law school, I was a recipient of numerous honors,
21 including Merit Scholarships and CALI Awards, and externed for Judge Di Cesare of the
22 Orange County Superior Court. I received my B.A. from the University of California, Davis. My
23 career at Aegis Law Firm has primarily focused on the representation of employees in wage and
24 hour action. I currently bill at \$600 an hour.

25 33. In litigating this case, my office spent \$29,939.65 in litigation costs, such as filing
26 fees, expert fees, and mediation fees.

34. My firm spent over 338.4 hours working on this case, for a lodestar of at least \$244,510 in fees. The chart below shows the calculation of hours spent by each of Aegis' attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Samuel Wong	87.7	\$950.00	\$83,315.00
Jessica Campbell	41.2	\$800.00	\$32,960.00
Ali Carlsen	16.9	\$750.00	\$12,675.00
Kristy R. Connolly	192.6	\$600.00	\$115,560.00
Total	338.4		\$244,510.00

35. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed settlement agreement between the Parties, entitled the Private Attorneys General Act Settlement Agreement and Limited Release. **Exhibit A** attached thereto is the notice to be mailed to the aggrieved employees.

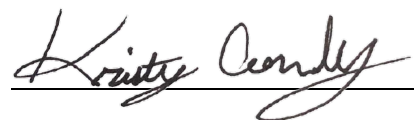
36. Attached hereto as **Exhibit 2** is a true and correct copy of the PAGA notice Plaintiff sent to the LWDA and Defendant on September 13, 2022.

37. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation email my office received after submitting the proposed settlement and this Motion to the LWDA.

38. Attached hereto as **Exhibit 4** is a true and correct copy of my firm's cost journal for actual costs expended on this case.

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

Executed on April 10, 2025, in Irvine, California.



Kristy R. Connolly

EXHIBIT 1

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Kristi Lynn White (“Plaintiff”) and defendant El Cajon Post Acute, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *White v. El Cajon Post Acute, LLC*, Case No. 37-2022-00036585-CU-OE-CTL initiated on September 13, 2022 and pending in Superior Court of the State of California, County of San Diego.
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 approval of this Settlement.
- 1.4. “Aggrieved Employee” means all similarly situated non-exempt persons in the State of California who are or were employed by Defendant in California and classified as a non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. "Approval Order" means the Court’s Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Diego.
- 1.9. “Defendant” means El Cajon Post Acute LLC, the named defendant in the Action.
- 1.10. “Defense Counsel” means Fisher & Phillips LLP.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a)

the Court enters a Judgment on its Approval Order and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

- 1.12. “Gross Settlement Amount” means \$395,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Individual Settlement Payment, and the Administrator’s Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency.
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Individual Settlement Payment, and the Administration Expenses Payment.
- 1.18. “PAGA Counsel” means Aegis Law Firm, PC, 9811 Irvine Center Drive, Suite 100, Irvine, California 92618, the attorneys representing the Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.21. “PAGA Period” means the period from September 13, 2021 to March 15, 2024, subject to the applicable statutes of limitations for the respective action.
- 1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.23. “PAGA Notice” means Plaintiff’s September 13, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.24. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid

from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

- 1.25. “Plaintiff” means Kristi Lynn White, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.27. “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On September 14, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized statements, failure to pay all wages due upon separation of employment; and Violation of Business and Professions Code §§ 17200, *et seq.* On November 30, 2022, Plaintiff filed a First Amended Complaint to add a cause of action against Defendant for Enforcement of Labor Code §2698, *et seq.* Plaintiff subsequently dismissed her individual and class claims without prejudice and proceeded with only the PAGA claim. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On May 18, 2023 and May 21, 2024, the Parties participated in two mediation sessions presided over by Jill Sperber, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through formal and informal discovery, policy documents and a sample of Aggrieved Employees’ time and pay records.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant promises to pay \$395,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 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: Plaintiff's Individual Settlement Payment to Plaintiff of \$15,000 (in addition to any Individual PAGA Payment Plaintiff is entitled to receive as an Aggrieved Employee).
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$131,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$35,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$4,750 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 \$4,750, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: The PAGA Penalties will be paid from the Gross Settlement Amount, after deducting the above amounts for PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administrator Expenses Payment, and Plaintiff's Individual Settlement Payment, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Data. Within 14 calendar days of the date the Court enters the Approval Order and the entered Approval Order is received by counsel for the Parties, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 calendar days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Individual Settlement Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. A notice letter explaining why the check is being sent ("Employee Notice"), in a mutually-agreed upon form that has been approved by the Court, in substantially

the form that is attached hereto as “Exhibit A,” will be included in the mailing of each Individual PAGA Payment. 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. Before mailing any checks, the Settlement Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.3. For any Aggrieved Employee whose Individual PAGA 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 Aggrieved Employee.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff will release claims against all Released Parties as follows:

5.1 Plaintiff’s Release. In addition to the Release by Aggrieved Employees described below, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Settlement Agreement in connection with his or her employment or the termination thereof (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time. Plaintiff acknowledges that she 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 agree, 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. Notwithstanding the foregoing, nothing in this Settlement shall impact Plaintiff's ability to obtain her registered nurse license, including petitioning the Board of Nursing for reinstatement of her license.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties relating to any and all facts and claims asserted or that could have been asserted, in the Action or any other claims, based on the facts alleged for civil penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise, or could have been based or arise, from the factual allegations alleged in the Operative Complaint and/or Plaintiff's PAGA Notice during the PAGA Period, including claims for (1) Failure to Pay Minimum Wages (including any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"), (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods or compensation in lieu thereof, (4) Failure to Provide Rest Periods or compensation in lieu thereof, (5) Failure to Provide Accurate Wage Statements, (6) Failure to Timely Pay All Wages During Employment and Due at Termination, (7) Failure to Reimburse Expenses, and (8) Failure to Maintain Accurate and Complete Records and for violations of and/or based on California Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699, 2699.3, 2699.5, Section 1021.5 of the California Code of Civil Procedure, California Business and Professions Code Section 17200, *et seq.* and IWC Wage Order §§ 3-4, 11, 12.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 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.
- 7.4 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.

8. AGGRIEVED EMPLOYEE SIZE

Defendant represents that there are 20,765 PAGA Pay Periods worked during the PAGA Period.

9. 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.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel 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 another party 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.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement,

Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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).

- 10.2 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.
- 10.4 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.
- 10.5 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.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant 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.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.

- 10.10 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.
- 10.11 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.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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 Administrator discharges its obligation to pay out of all Settlement funds, upon written request by Defendant, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 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.
- 10.14 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.
- 10.15 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: Aegis Law Firm, PC
Kashif Haque
Samuel Wong
Jessica L. Campbell
jcampbell@aegislawfirm.com
Kristy Connolly
kconnolly@aegislawfirm.com
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

To Defendant: Fisher & Phillips LLP
Grace Y. Horoupian
Andrew C. Crane
Patrick J. Randall
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152
ghoroupian@fisherphillips.com
acrane@fisherphillips.com
prandall@fisherphillips.com

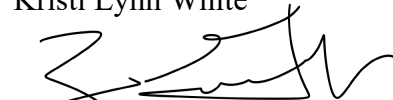
10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument 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.

10.17 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 03/19/2025

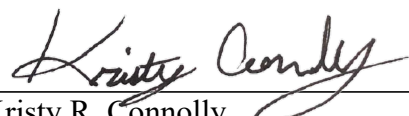
By: 
Kristi Lynn White (Mar 19, 2025 16:27 PDT)
Kristi Lynn White

Dated: 04/16/2025

By: 
El Cajon Post Acute, LLC
Title: Administrator

As to Form Only:

Dated: 3/19/2025

By: 
Kristy R. Connolly
Aegis Law Firm, PC
Attorneys for Plaintiff

Date: 4/10/25

By: 
Grace Horoupian
FISHER & PHILLIPS LLP
Attorneys for Defendant

<<Mailing Date>>

To: <<First Name>><<Last Name>>
 <<Address>>
 <<City>> <<State>> <<Zip>>

Re: Individual PAGA Payment from *White v. El Cajon Post Acute, LLC*, San Diego County Superior Court, Case No. 37-2022-00036585- CU-OE-CTL

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement of a lawsuit entitled *White v. El Cajon Post Acute, LLC*, Case No. 37-2022-00036585- CU-OE-CTL (“Action”), filed in the Superior Court of California for the County of San Diego (“Court”).

The lawsuit was filed by Kristi Lynn White (“Plaintiff”), a former employee of El Cajon Post Acute, LLC (“Defendant”), on behalf of the State of California with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiff alleged that Defendant violated the California Labor Code by failing to properly pay all minimum and overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, reimburse business expenses, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment.

Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiff and Defendant, on behalf of Plaintiff, the State of California, and the following Aggrieved Employees: similarly situated non-exempt persons in the State of California who are or were employed within the State of California who are or were employed by Defendant who worked for Defendant at any time from September 13, 2021 to March 15, 2024. You are receiving a portion of the settlement (the enclosed Individual PAGA Payment check) because you have been identified as an Aggrieved Employee.

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the Aggrieved Employees. Your Individual PAGA Payment is based on the total number of pay periods that you worked as an Aggrieved Employee during the period between September 13, 2021 to March 15, 2024 (the “PAGA Period”). The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you will be deemed to release the Released Parties from the Released Claim. The “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. The “Released Claims” means and refers to all claims relating to any and all claims asserted or that could have been asserted, in the Action or any other claims, based on the facts alleged for civil

penalties under the PAGA, California Labor Code § 2698, *et seq.*, that are based upon or arise, or could have been based on or arise, from the factual allegations alleged in the Operative Complaint and/or Plaintiff's PAGA Notice during the PAGA period, including claims for (1) Failure to Pay Minimum Wages (including any and all theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"), (2) Failure to Pay Overtime Wages, (3) Failure to Provide Meal Periods, (4) Failure to Provide Rest Periods, (5) Failure to Provide Accurate Wage Statements, (6) Failure to Timely Pay All Wages During Employment and Due at Termination, (7) Failure to Reimburse Expenses, and (8) Failure to Maintain Accurate and Complete Records and for violations of and/or based on California Labor Code §§ 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698, 2699, 2699.3, 2699.5, Section 1021.5 of the California Code of Civil Procedure, California Business and Professions Code Section 17200, *et seq.* and IWC Wage Order §§ 3-4, 11, 12.

Your Individual PAGA Payment check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual PAGA Payment will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in your name.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

EXHIBIT 2



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

September 13, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for El Cajon Post Acute, LLC:
CSC – Lawyers Incorporating Service (C1592199)
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

Re: Kristi Lynn White v. El Cajon Post Acute, LLC

Dear Labor and Workforce Development Agency and El Cajon Post Acute, LLC:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by El Cajon Post Acute, LLC (“ECPA”) and the facts and theories in support of said allegations. This firm represents Kristi Lynn White (“Claimant”); we hereby notify you that Claimant intends to seek penalties against ECPA under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant’s own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by ECPA

The specific provisions of the Labor Code allegedly violated by ECPA and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Allegations Against ECPA

Claimant and other aggrieved employees worked for ECPA in California as non-exempt employees. Claimant was employed by ECPA in California within the past year.

During the past year, ECPA failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be

relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, ECPA violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

ECPA failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, ECPA violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

ECPA failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to ECPA's policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay or the required minimum wage, and/or failed to pay for all recorded time, among other reasons. ECPA failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of ECPA. As such, ECPA violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

As a result of, and in addition to, these actions, ECPA violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

ECPA violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, ECPA violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with ECPA due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of herself and all other aggrieved employees against ECPA. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

EXHIBIT 3

EXHIBIT 4

Matter Billing Detail

Report Date: 9/12/2024
Report Time: 2:48PM
Page: 1 of 2
User ID: Carlsen

Aegis Law Firm, PC

Date Range: 01/01/1900 to 09/12/2024
Client: 48044 - Kristi Lynn White
Matter: 1329 - White v. El Cajon Post Acute LLC and Country Hills Post Acute (PAGA)

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
09/13/2022	FF	Filing Fee - Summons, Complaint	\$462.15		Unbilled				
09/13/2022	FF	LWDA filing fee	\$75.00		Unbilled				
11/28/2022	FF	Filing Fee - Amended Complaint	\$9.75		Unbilled				
12/06/2022	FF	Filing Fee - Summons and Complaint	\$1,040.00		Unbilled				
12/20/2022	FF	Filing Fee	\$9.75		Unbilled				
02/16/2023	FF	Filing Fee	\$10.25		Unbilled				
03/02/2023	FF	Filing Fee	\$10.25		Unbilled				
05/01/2023	MED	Vendor: Judicate West; Date: 5/1/2023 - Mediation Services-	\$9,375.00		Unbilled			996354	Judicate West
05/10/2023	FF	Filing Fee	\$10.25		Unbilled				
06/23/2023	EXP	Vendor: Berger Consulting Group, LLC; Date: 6/23/2023 - Expert Witness Fee-	\$3,825.00		Unbilled			996419	Berger Consulting Group, LLC
08/10/2023	FF	Filing Fee	\$10.25		Unbilled				
10/16/2023	FF	Filing Fee	\$10.25		Unbilled				
01/11/2024	FF	Filing Fee	\$77.35		Unbilled				
01/11/2024	FF	Filing Fee	\$77.35		Unbilled				
02/29/2024	FF	Filing Fee	\$14.95		Unbilled				
03/13/2024	FF	Filing Fee	\$35.75		Unbilled				
03/20/2024	RES	Database Research Fee	\$2.50		Unbilled				
03/22/2024	FF	Filing Fee	\$14.95		Unbilled				
03/25/2024	FF	Filing Fee	\$14.95		Unbilled				
04/29/2024	MED	Vendor: Judicate West; Date: 4/29/2024 - Mediation Services-	\$12,375.00		Unbilled			996793	Judicate West
05/30/2024	FF	Filing Fee	\$14.95		Unbilled				
05/31/2024	FF	Filing Fee	\$35.75		Unbilled				
09/12/2024	CC	Cumulative Copies, Faxes, Scans, Postage	\$2,428.25		Unbilled				

Matter Billing Detail

Report Date: 9/12/2024
Report Time: 2:48PM
Page: 2 of 2
User ID: Carlsen

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Total:	<u>\$29,939.65</u>	<u>\$0.00</u>					
		Balance:	<u>\$29,939.65</u>						
Total Fees Billed-		-----	\$0.00						
Total Fees Unbilled :		-----	\$0.00						
Total Fees Received :		-----	\$0.00						
Total Soft Cost Billed :		-----	\$0.00						
Total Soft Cost Unbilled :		-----	\$0.00						
Total Soft Cost Received :		-----	\$0.00						
Total Hard Cost Billed :		-----	\$0.00						
Total Hard Cost Unbilled :		-----	\$29,939.65						
Total Hard Cost Received :		-----	\$0.00						
Total Taxes Billed :		-----	\$0.00						
Total Taxes Unbilled :		-----	\$0.00						
Total Taxes Received :		-----	\$0.00						
Total Late Charges Billed :		-----	\$0.00						
Total Late Charges Unbilled:		-----	\$0.00						
Total Late Charges Received :		-----	\$0.00						
Trust Balance:		-----	\$0.00						