

1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am
4 counsel of record herein and I have personal knowledge of the facts herein. If called as a witness,
5 I could and would competently testify herein.

6 **DECLARANT’S ROLE IN LITIGATION & DATA ANALYSIS**

7 2. Herein, Plaintiff’s counsel has extensive experience in wage and hour class action
8 litigation. I was associated in the matter on or about January 4, 2023. I, along with Frontier Law
9 Center and Plaintiff, conducted an extensive investigation prior to the Complaint being filed and
10 throughout the litigation. The initial legal work on this matter commenced on or about fall of
11 2022, and I was associated in on or about January 4, 2023.

12 3. The Plaintiff seeks approval of a PAGA settlement in the gross amount of
13 \$22,290.00, on behalf of the State of California and the Aggrieved Employees (“AE”) who
14 worked for Defendant AllShifts and were placed at Defendant Alameda’s care facility to provide
15 nursing services in the State of California from December 1, 2021, to the date of the Court’s
16 approval of the Settlement.

17 4. Plaintiff has conducted sufficient investigation, reviewed the data exchanged for
18 mediation and hired an expert to compute the damage exposure.

19 5. I have extensive experience in wage and hour class action and PAGA litigation, both
20 as a partner with the Law Office of Joseph Antonelli (LOJA), and now with my own firm. The
21 Plaintiff seeks to and obtain approval of a non-reversionary settlement in the gross amount of
22 \$22,290.00 on behalf of approximately 138 AEs.

23 6. JCAL specializes in the area of wage and hour issues. For the last twenty-four (24)
24 years, I have almost worked exclusively on class actions and representative actions. I graduated
25 from Whittier College School of Law School and obtained my Jurisprudence Doctorate in May
26 1998. I took the California Bar Examination in February 1999 and received my passing results in
27 May 1999. On June 8, 1999, I was admitted to practice law in the State of California and the
28 federal courts. I have remained in good standing as a member of the California Bar since
admission through the present time. I have litigated numerous successful wage and hour class

actions in California. Since my admission to the bar, I have solely worked at the Law Office of Joseph Antonelli through December 31, 2020, when I started Janelle Carney – Attorney at Law, APC. On July 1, 2007, I became a partner at LOJA and opened JCAL on January 1, 2021.

7. During my tenure with the Law Office of Joseph Antonelli, our firm in conjunction with the Law Offices of Kevin T. Barnes completed a court trial in the case of Mutuc v. Huntington Memorial Hospital, Case No. BC288727. LOJA was also successful in obtaining favorable published opinions for employees in the state of California on six (6) major issues in each of the following cases:

- a. Huntington Memorial Hospital v. Superior Court (“Mutuc”) (2005) 131 Cal.App. 4th 893, 906;
- b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- c. Jaimez v. Daihatsu USA, Inc., (2010) 181 Cal.App.4th 1286;
- d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th 1193;
- e. Cochran v. Schwan’s, (2014) 228 Cal.App.4th 1137;
- f. Falk v. Children's Hospital Los Angeles, (2015) 237 Cal. App. 4th 1454;
- g. Lafitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;
- h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

These cases were landmark decisions in the manner in which the regular rate must be calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and overtime rate (Huntington Hospital); the criteria required to certify pay stub claim, waiting time penalty claim, and meal and rest break claim among other matters (Jaimez); protecting the interests of putative class members in a wage and hour case who want their identity protected (Tien); the standard to prove that an employer has waived its right to arbitrate an employment claim against an employee who filed a class action (Hoover); the standard of when an employer is required to reimburse employees for cell phone usage and other business expenses in order to perform the employees’ duties, even if there was no direct costs to the employees (Cochran); the application of the tolling doctrine as applied to subsequent class actions being filed when the previous class action was disposed of without a ruling on certification (Falk); the Lafitte decision laid out the requirements for approval of a class action settlement including an in depth analysis on the

1 attorneys' fees request on a common fund. In Laffitte, the California Supreme Court affirmed the
2 trial court and appellate court ruling and holds that the attorney fee award made on a common fund
3 basis (percentage of the settlement) is the law in California; and that employees whose employment
4 is governed by a collective bargaining agreement have not waived their right to bring statutory
5 claims in court unless there is a clear and unmistakable waiver of their rights (Vasserman).

6 **CLASS ACTION & PAGA EXPERIENCE**

7 8. I have previously served as class counsel in a number of class action and PAGA
8 cases, including wage and hour matters. The following is a sample of matters wherein I have been
9 approved as class counsel with LOJA and as JCAL:

10 **LOS ANGELES COUNTY**

11 **HUNTINGTON MEMORIAL HOSPITAL**

12 1) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas
13 Willhite entered an order granting class certification in Mutuc v. Huntington Memorial Hospital,
14 Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan
15 and a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
16 were approved as class counsel and served as trial counsel in this matter, with trial testimony and
17 argument concluding on April 6, 2007. The matter was re-opened for closing argument on July
18 23, 2007. As set forth above the primary issue in Mutuc involved an alleged artificial and dual
19 rate pay plan that applied to the 12-hour employees at Huntington Hospital. The Mutuc matter was
20 tried in approximately 12 days, including partial days and opening and closing statements.
21 Furthermore, there were a total 28 of witnesses who testified. The case resulted in an approximate
22 \$32.8 million award for the class and ultimately settled, including PAGA claims, with the related
23 case of Kiely v. Huntington Memorial Hospital for \$60 million. The Court approved attorneys'
24 fees in the amount of \$18,000,000.00. Furthermore, the Court did award \$50,000.00 for each of
the Mutuc class representatives and \$20,000.00 for the Kiely representative.

25 1a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an
26 Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys'
27 Fees, and Costs in the matter of Kiely v. Huntington Memorial Hospital, Los Angeles Superior
28 Court Case No. BC364972, which was settled together with related matter Mutuc v. Huntington

1 Memorial Hospital, Los Angeles Superior Court Case No. BC288727. The Law Office of Joseph
2 Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for settlement
3 purposes.

4 **PAGADUAN V. TENET HEALTHCARE**

5 2) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
6 others were approved as class counsel in the matter of Pagaduan v. Tenet Healthcare, JCCP No.
7 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl
8 West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action
9 settlement. The court approved the settlement in the amount of \$85,000,000.00. Furthermore, the
10 Court did award \$75,000 for each of the named class representatives. Additionally, the Court
11 awarded the requested \$7,500.00 to three (3) other representatives. Judge West also awarded
12 attorneys' fees in the amount of \$22,844,022.50;

13 **METHODIST HOSPITAL OF SOUTHERN CALIFORNIA**

14 3) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting
15 Final Approval of a Proposed Class Action Settlement in Davis v. Methodist Hospital of Southern
16 California, Los Angeles Superior Court Case No. BC380177, approving a class action settlement
17 of \$20.25 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes
18 were approved as class counsel for settlement purposes. Furthermore, the Court did award
19 \$20,000.00 for two (2) of the class representatives and \$5,000 for one class representatives. Judge
20 Chaney also awarded attorneys' fees in the amount of \$3,989,087.50;

21 **CHILDREN'S HOSPITAL LOS ANGELES**

22 4) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the matter
23 of Mays v. Children's Hospital Los Angeles, Los Angeles Superior Court Case No. BC477830.
24 On or about May 17, 2016, the Honorable Ann I. Jones granted preliminary approval of class
25 action settlement in the amount of \$27,000,000.00, attorneys' fees in the amount of \$9,000,000.00,
26 and class representative enhancements to the five (5) Class Representatives in an amount totaling
27 \$67,500.00. At the final approval on September 19, 2016, the Court entered Final Approval of the
28 Class action settlement and awarded the attorneys' fees request of 33 1/3% in the amount of

1 \$9,000,000 in addition to awarding the class representative enhancements in the amounts
2 requested ranging from \$10,000 to \$25,000 for each of the five (5) representatives;

3 **GOOD SAMARITAN HOSPITAL**

4 5) The Law Office of Joseph Antonelli was approved as class counsel in the matter of
5 Hoffman v. Good Samaritan Hospital, Los Angeles Superior Court Case No. BC564721. The
6 William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees
7 and Costs and Class Representative Enhancements and Motion for Conditional Certification and
8 Final Approval of Class Action Settlement on or about February 8, 2016, approving a settlement
9 in the amount of \$6,175,000.00, attorneys' fees in the amount of \$1,500,000.00 and Class
10 Representative Enhancements to the two (2) Class Representatives in the amount of \$25,000.00
11 each;

12 **WHITE MEMORIAL MEDICAL CENTER**

13 6) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
14 Class Counsel in the matter of Chamber v. White Memorial Medical Center, et al. and Flynn v.
15 Glendale Adventist Medical Center, et al., Los Angeles Superior Court Case No. BC426335, in
16 which the Honorable William F. Highberger was presiding and approved a final settlement in the
17 amount of \$8,750,000, attorneys' fee request of \$2,916,966 and class representative enhancement
18 awards of \$40,000 to both class representatives;

19 **KAISER PERMANENTE HOSPITAL**

20 7) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
21 Class Counsel in the matter of Martin v. Kaiser Foundation Hospitals, et al., Case No. BC395992
22 in which the Honorable Jane L. Johnson was presiding and approved a final settlement in the
23 amount of \$21,750,000, attorneys' fee request of \$5,437,500 and class representative enhancement
24 awards of \$90,000 to both class representatives;

25 **IRON MOUNTAIN**

26 8) The Law Office of Joseph Antonelli was approved as Class Counsel in the matter of
27 Casanova v. Iron Mountain Information Management Services, Inc., Los Angeles Superior Court
28 Case No. BC543256, in which the Honorable Kenneth Freeman was presiding and approved a
final settlement on January 13, 2016, in the amount of \$2,800,000.00, attorneys' fee request of

1 \$840,000.00, and class representative enhancement award of \$6,500.00 to each of the three Class
2 Representatives;

3 **ROBERT HALF**

4 9) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward R.
5 Ferns entered an order granting class certification in Lafitte v. Robert Half International, Inc., Los
6 Angeles Superior Court Case No.: BC321317. The Law Office of Joseph Antonelli and Law
7 Office of Kevin Barnes were approved as class counsel. This case involved a mis-classification
8 concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final
9 Approval on April 10, 2013 approving the settlement of \$19,000,000.00. The Law Offices of
10 Kevin T. Barnes and Law Office of Joseph Antonelli were approved as class counsel in this
11 certified matter. The attorneys' fee award was in the amount of 33 1/3 % of the settlement.
12 Furthermore, the Court did award the cumulative amount of \$80,000.00 for the three (3) class
13 representatives in the individuals amounts of \$15,000.00, \$25,000.00 and \$40,000.00;

14 **FIRST CHOICE**

15 10) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
16 approved as class counsel in the certified matter of Jaimez v. DAIOHS, U.S.A., Inc, (First
17 Choice), Los Angeles Superior Court Case No. BC372665. This case involved mis-classification
18 of employees, meal period and rest period violations, pay stub, and waiting time penalty classes.
19 On January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20,
20 2011, final approval was granted in the total amount of \$1.7 million. Furthermore, the Court did
21 award the cumulative amount of \$60,000.00 for the three (3) class representatives in the individual
22 amounts of \$10,000.00, \$20,000.00 and \$30,000.00. Judge Dau also awarded attorneys' fees in the
23 amount of \$600,000;

24 **LOWES**

25 11) On or about April 16, 2008, the Los Angeles County Superior Court granted final
26 approval of a class action settlement in the matter of Hall v. Lowes HIW, Case No. BC325832.
27 The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as
28 class counsel. The court approved the settlement in the amount of \$23,000,000.00. The two (2)

1 lead class representatives received \$25,000 each as individual awards. The Court also awarded
2 attorneys' fees in the amount of \$5,750,000;

3 **HENRY MAYO NEWHALL MEMORIAL HOSPITAL**

4 12) On or about May 25, 2021, Hon. Amy D. Hogue entered an Order Granting Motion
5 for Final Approval of Class Action Settlement in Vasserman v. Henry Mayo Newhall Memorial
6 Hospital, Los Angeles Superior Court Case No. BC549185, approving a class action settlement of
7 \$1,000,000.00. The Law Office of Joseph Antonelli, Law Offices of Kevin T. Barnes, and
8 Kokozian Law Firm were approved as class counsel for settlement purposes. Furthermore, the
9 Court did award \$20,000.00 (\$10,000.00 each) for the two (2) class representatives. Judge Hogue
10 also awarded attorneys' fees in the amount of \$333,333.00;

11 **LONG BEACH MEMORIAL MEDICAL CENTER**

12 13) The Law Office of Joseph Antonelli, Law Office of Stephen M. Harris, and Law
13 Offices of Robert L. Starr, APC, were approved as class counsel in the matter of Castillo, et al. v.
14 Long Beach Memorial Medical Center, et al., Los Angeles Superior Court Case No. BC576936.
15 The Honorable Daniel J. Buckley granted final approval of the class action settlement on
16 December 15, 2020. The court approved the settlement in the amount of \$9,500,000.00, attorneys'
17 fees in the amount of \$3,166,666.67, and Class Representative Enhancements to Class
18 Representatives Elizabeth Castillo, Chris Marker, and Regina Buccella, in the amount of
19 \$25,000.00 each, and \$15,000.00 to Class Representative, Kham Chang.

20 **ORANGE COUNTY**

21 **ST. JUDE HOSPITAL**

22 14) On or about September 10, 2018, the Honorable William Claster entered an Order
23 and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement
24 and Motion for Final Approval of Class Action and PAGA Settlement in the matter of Davis and
25 Krajec v. St. Jude Hospital and Mission Hospital Regional Medical Center, Orange County
26 Superior Court Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli
27 and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded
28 attorneys' fees of \$2,141,000, from the gross settlement value of \$7,500,000 and the Court did
award enhancement amounts of \$12,000, for Leah Davis, a current employee and class

1 representative and \$10,000 for Amy Krajec, Marilyn Lentini, and Sandra Murray each of the other
2 three (3) former employees and class representatives.

3 **MILLER V. CHOC**

4 15) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order
5 and Judgment Granting Final Approval of Class Action and PAGA Settlement in the matter of
6 Miller v. Children's Hospital of Orange County, Orange County Superior Court Case No. 30-
7 2014-00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of
8 Dennis Moss were approved as class counsel Judge Andler awarded attorneys' fees of \$1,500,000
9 or 30% of the gross settlement value of \$4,500,000.00 and an enhancement award of \$10,000 (the
10 amount requested by Class Counsel) for Class Representative, Erik Mara.

11 **MARACINE v. MESA VERDE CONVALESCENT HOSPITAL**

12 16) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order
13 Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in
14 Maracine v. Mesa Verde Convalescent Hospital, Inc., Orange County Superior Court Case No. 30-
15 2015-00780115-CU-OE-CXC, approving a class action and PAGA settlement of \$1,375,000.00.
16 The Law Office of Joseph Antonelli was approved as Class Counsel for settlement purposes.
17 Furthermore, the Court did award \$20,000.00 for the class representative. Judge Sanders also
18 awarded attorneys' fees in the amount of \$412,500.

19 **PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY**

20 17) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
21 others were approved as class counsel Declarant, and other counsel were approved by the Orange
22 County Superior Court by Judge David Velasquez, as Class Counsel in the matter of Pate, et. al. v.
23 Children's Hospital of Orange County (CHOC), Case No. 05CC00303 and a related case of York
24 v. CHOC, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted class
25 certification in Pate, and on March 23, 2012 final approval of a class action and PAGA settlement
26 was granted in both matters, totaling in the amount of \$17.5 million. Furthermore, the Court did
27 award amounts which ranged from \$25,000, \$15,000.00, and \$10,000 for each of the four (4) class
28

1 representatives. The Court also awarded attorneys' fees in the amount of \$4,686,862 in the Pate
2 matter, and \$375,000 in the York matter.

3 **ST. JOSEPH HOSPITAL OF ORANGE (SJHO)**

4 18) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order
5 Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter of
6 Oberschlake v. St. Joseph Hospital of Orange, Orange County Superior Court Case No.
7 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
8 approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock further
9 entered Orders Granting Preliminary and Final Approval of Class Action and PAGA Settlement.
10 Judge Stock did award attorneys' fees of \$4,000,000 or 33.33% of the gross settlement value of
11 \$12,000,000. Furthermore, the Court did award \$20,000.00 for each of the class representatives.

12 **HOAG**

13 19) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting Final
14 Approval of Class Action and PAGA Settlement in Corona v. Hoag Memorial Hospital
15 Presbyterian, Orange County Superior Court Case No 30-2009-00295587. The Law Office of
16 Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge
17 Andler did approve the gross settlement of \$4,000,000. Furthermore, the Court did award
18 \$20,000.00 for each of the class representatives. Judge Andler also awarded attorneys' fees in the
19 amount of \$1,333,320.00.

20 **STAPLES**

21 20) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class
22 certification in Staples Overtime Cases, JCCP No. 4235. The Law Office of Joseph Antonelli, the
23 Law Offices of Kevin T. Barnes and others were approved as class counsel. The case involved
24 misclassification of defendant's salaried exempt "manager" employees. The Court also entered
25 Final Approval Order on or about April 16, 2008, approving a class action and PAGA settlement
26 in the amount of \$38,000,000.00.

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SAN BERNARDINO COUNTY

CHICK-FIL-A

21) On or about December 9, 2022, Hon. Donald Alvarez granted Final Approval of Class and PAGA Representative Action Settlement in the amount of \$105,000.00 in the matter of Caro v. EM KMR, LLC dba Chick-Fil-A / Colonies Crossroads (FSU 01544), San Bernardino Superior Court Case No. CIVSB 2126911. Janelle Carney – Attorney at Law, APC was approved as Class Counsel for settlement purposes. Furthermore, the Court did award class representative enhancements in the amount of \$10,000.00 to the class representative, and \$35,000.00 in attorneys' fees.

ST. MARY MEDICAL CENTER

22) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of Class Action and PAGA Settlement in Sanchez v. St. Mary Medical Center, San Bernardino Superior Court Case No. CIVDS1304898, approving a class action and PAGA settlement of \$5,750,000.00. The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law Group were approved as Class Counsel for all purposes. The Sanchez matter was certified on several key subclasses, including overtime theories on behalf of class members that were part of a union and not paid daily overtime premiums and AWS theories. The Sanchez theories certified and set for trial were similar to claims being litigated in the Tilton action. Furthermore, the Court did award \$15,000.00 for the class representative, a former employee at the time she filed the class action complaint. Furthermore, Judge Foster awarded attorneys' fees in the amount of 1/3 of the common fund in the amount of \$1,916,666.60.

UNIFIRST CORPORATION

23) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting Final Approval of a Proposed Class Action Settlement in Alvidrez v. Unifirst Corporation, San Bernardino Superior Court Case No. CIVRS 1308105, approving a class action and PAGA settlement of \$1.1 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did award \$25,000.00 each for two (2) of the class representatives. Furthermore, Judge Ochoa awarded attorneys' fees of \$330,000.

1 **AMERICAN INCOME LIFE INSURANCE COMPANY**

2 24) On or about December 12, 2014, Hon. Keith D. Davis entered an Order Granting
3 Final Approval of a Proposed Class Action and PAGA Settlement in Hoover v. American Income
4 Life Insurance Company, San Bernardino Superior Court Case No. CIVRS 910758, approving a
5 class action settlement of \$6,250,000.00 million. The Law Office of Joseph Antonelli and other
6 counsel were approved as class counsel. Furthermore, the Court did award \$25,000.00 each for
7 two (2) of the class representatives. Judge Davis also awarded attorneys' fees in the amount of
8 \$2,083,333.33.

9 **RIVERSIDE CASES**

10 **PARKVIEW COMMUNITY HOSPITAL**

11 25) On or about September 13, 2016, Hon. Sharon J. Waters entered an Order and
12 Judgment regarding Attorneys' Fees and Costs and Class Representative Enhancement, and
13 Motion for Final Approval in the matter entitled Bart v. Parkview Community Hospital Medical
14 Center, Riverside Superior Court Case No. RIC 1406044, approving a class action and PAGA
15 settlement of \$2,550,000.00. The Law Office of Joseph Antonelli and the Law Offices of Kevin
16 T. Barnes were approved as class counsel. Furthermore, the Court did award \$35,000.00 for the
17 class representative. Judge Waters also awarded attorneys' fees in the amount of \$805,000.

18 **PEPPERMINT RIDGE**

19 26) On or about June 18, 2010, Hon. Sharon J. Waters entered an Order and Judgment
20 regarding Attorneys' Fees and Costs and Class Representative Enhancement, and Motion for Final
21 Approval in the matter entitled Moyer v. Peppermint Ridge, Riverside Superior Court Case No.
22 RIC 506199, approving a class action and PAGA settlement of \$450,000.00. Declarant was
23 approved as class counsel for settlement purposes. Furthermore, the Court did award \$10,000.00
24 for the class representative.

25 **INVESTIGATION AND LITIGATION**

26 9. JCAL has always been prepared to zealously pursue this case on behalf of the
27 aggrieved employees through trial on the merits if necessary.

28 10. Plaintiff has conducted sufficient investigation, reviewed the data exchanged for
mediation and hired an expert to compute the damage exposure. The parties attended a mediation

1 on May 21, 2024, with experienced employment law mediator Arthur M. Eidelhoch. All of the
2 parties' negotiations have been non-collusive and involved disputes over payment terms. Plaintiff
3 did not settle this case until she and her counsel conducted sufficient investigation into the claims.
4 Although not required for PAGA settlements, pursuant to Kullar v. Footlocker Retail Inc., 168
5 Cal. App 4th 116, 118 and Dunk v. Ford Motor Co., (1996) 48 Cal.App.4th 1794, the following
6 describes the settlement's reasonableness.

7 **11. Strength of Plaintiff's case**

8 The PAGA claims to be analyzed are set forth below.

9 **1. Total exposure to PAGA penalties**

10 During the PAGA period, there were 618 pay periods through the date of mediation (May
11 21, 2024), for 138 aggrieved employees. Because there is no evidence that Defendant has been the
12 subject of prior Labor Code citations for the conduct alleged in this case, subsequent and
13 heightened penalty amounts are unlikely here. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th
14 1157, 1208-1209 (2008) ("Until the employer has been notified that it is violating a Labor Code
15 provision. . . , the employer cannot be presumed to be aware that its continuing underpayment of
16 employees is a 'violation' subject to penalties").

17 **Meal and Rest Period PAGA Exposure**

18 Plaintiff's position is that Defendant's policies did not provide for compliant meal and rest
19 breaks as all breaks were "working" and on-duty. Defendant denies this claim.

20 Plaintiff claims he and the Aggrieved employees were required to keep their
21 communication devices on and respond to calls during alleged breaks. Defendant denies this claim.
22 In addition to the communication devices, Plaintiff claims Defendant had a practice of requiring
23 employees to sign on duty meal agreements, even though the nature of the hourly employees is not
24 such that an on-duty meal is required. Further, Defendant requires employees to work through
25 their meals while they remained on site, thereby failing to provide Plaintiff and the aggrieved
26 employees with duty-free meal periods and rest periods as required by California law. Defendant
27 denies this claim.

28 Taking into account Defendant's arguments and the risks Plaintiff faces up to and including
trial, Plaintiff calculates the reasonable, maximum exposure to Defendant for PAGA penalties

1 related to the meal break claim at (\$50 initial violation rate x 618 pay periods x 20% chance of
2 prevailing) **\$6,180.**

3 Likewise, Plaintiff calculates the reasonable, maximum exposure to Defendant for PAGA
4 penalties related to the rest break claim at (\$100 initial violation rate x 618 pay periods x 15%
5 chance of prevailing) **\$9,270.**

6 **Failure To Pay Proper Wages, Premium Pay and Overtime Compensation Based On**
7 **The Correct Regular Rate Of Pay**

8 Plaintiff alleged that it was Defendant's policy to pay both straight time (first eight (8)
9 hours) and overtime (last four (4) hours) based off of the base hourly rate which is lower than
10 required by law due to Defendant's failure to properly blend all rates in the workweek paid. The
11 DLSE specifically states that where two rates of pay are paid during a workweek, the California
12 method for determining the regular rate of pay for calculating overtime in that workweek mirrors
13 the federal method, based upon the weighted average of all hourly rates paid. (See 29 CFR
14 §778.115) Initially, therefore, it must be predicated upon the finding that there are established
15 hourly rates being paid. The rate will be established by adding all hours worked in the week and
16 dividing that number into the total compensation for the week. This is consistent with the
17 provisions of *Skyline v. DIR* (1985) 165 Cal.App.3d 239, since the hourly rates have already been
18 established and what needs to be established now is the weighted average of those rates for
19 purposes of overtime payment. (DLSE Enforcement Manual §49.2.5) However, Defendant denied
20 this allegation, and stated that it was doing the overtime calculation correctly.

21 Taking into account Defendant's arguments and the risks Plaintiff faces up to and including
22 trial, Plaintiff calculates the reasonable, maximum exposure to Defendant for PAGA penalties
23 related to the regular rate claim at (\$100 initial violation rate x 618 pay periods x 50% chance of
24 prevailing) **\$30,900.**

25 **Work Expenditure Reimbursement**

26 *Labor Code* § 2802 requires an employer to "indemnify his or her employee for all
27 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
28 of his or her duties." Here, Plaintiff incurred out of pocket expenses in connection with her
employment, including but not limited to out-of-pocket expenses for blood pressure cuff, pulse

1 oximeter, and thermometers because Defendants' were not available or did not work properly.
2 Plaintiff's expert's exposure figure estimated a \$100.00 per employee, or 1 pay period per
3 employee where expenses were incurred, totaling (\$100 x 138 pay periods x 33% chance of
4 prevailing) **\$4,554**.

5 **Wage Statement Violations**

6 Plaintiff alleges that Defendants willfully failed to provide accurate itemized wage
7 statements to her as well as the Aggrieved Employees pursuant to *Labor Code* § 226. Specifically,
8 Defendants' wage statements did not include accurate information uniformly for all
9 employees. This is a derivative and stand-alone claim as Defendants' pay stubs do not contain
10 required elements of *Labor Code* §226, including "total hours worked." Total hours worked is
11 required to calculate the regular rate properly.

12 If Plaintiff were to lose on any of the underlying claims or if the Court were to make the
13 determination that derivative wage statements do not apply, the wage statement penalty claim could
14 be reduced to zero. Taking this into account, Plaintiff believes the reasonable, risk adjusted
15 maximum exposure to Defendant for PAGA penalties relating to the wage statement claim is (\$100
16 initial violation rate x 618 pay periods x 10% chance of prevailing) **\$6,180**.

17 **Waiting Time Penalties**

18 The waiting time penalty claim is derivative of the missed break violations. Plaintiff's
19 values the maximum PAGA penalties related to waiting time penalties (\$100 initial violation rate x
20 4 former employees) **\$400**.

21 **Total Maximum PAGA Penalties**

22 Based on the above, the reasonable, risk adjusted maximum exposure is the following:

- | | | |
|----|--|----------|
| 23 | 1. Meal Breaks | \$6,180 |
| 24 | 2. Rest Breaks | \$9,270 |
| 25 | 3. Failure to Pay Overtime, meal and rest premiums | |
| 26 | at the correct regular rate: | \$30,900 |
| 27 | 4. Work Expenditure Reimb. | \$4,554 |
| 28 | 5. Wage Statement | \$6,180 |
| | 6. Waiting Time Penalty | \$400 |

1 **Total Maximum Exposure \$57,484**

2 Plaintiff asserts the PAGA settlement of \$18,540.00 is 32% of the maximum, risk adjusted
3 exposure. As explained below, the PAGA settlement is within the range of reasonableness when
4 viewed in tandem with the attendant risks described above.

5 Plaintiff further believes this to be a good result, given that there is a substantial question as
6 to whether a trial court will even award cumulative penalties sought by Plaintiff for alleged
7 multiple Labor Code violations because there is no precedent for such an award. Moreover, *Labor*
8 *Code* §2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties: “[A] court
9 may award a lesser amount than the maximum civil penalty amount specified by this part if, based
10 on the facts and circumstances of the particular case, to do otherwise would result in an award that
11 is unjust, arbitrary and oppressive, or confiscatory.” Case law supports a trial court’s discretion in
12 downgrading penalties based on these factors. See *Thurman v. Bayshore Transit Management,*
13 *Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012) (no abuse of discretion by reducing penalty by 30
14 percent).

15 Because of the discretionary nature of PAGA penalties, oftentimes the penalties are
16 discounted by approximately 75%-85%. See, e.g., *Magadia v. Wal-Mart Associates, Inc.* (N.D.
17 Cal. May 31, 2019) 384 F.Supp.3d 1058, 1104 (penalties on wage statement claim reduced by
18 80%).

19 In sum, Plaintiff estimates that the risk adjusted maximum penalty exposure is **\$57,484**.
20 Based on the risks outlined above, the substantial costs that would be expended to proceed to trial,
21 the fact that class certification was denied on the issues which remain in the case, and the
22 discretionary natures of the penalties, Plaintiff believes the \$18,540.00 settlement, representing
23 32% of the risk adjusted potential recovery, is fair, reasonable, and serves the purpose of PAGA.

24 12. The risk, expense, complexity and likely duration of further litigation would have
25 been costly with uncertain recovery. While Plaintiff strongly believes in his case, individual
26 issues and manageability could have been a factor in determining whether the aggrieved
27 employees and the LWDA received anything.

28 13. The risk of going to trial and facing manageability issues through trial was a
consideration for Plaintiff and his counsel. There is a risk that Defendant would file a motion and

1 request entry of an order that the matter was not manageable as a representative action and
2 Plaintiff did consider this risk which has become a reality in other cases faced by the Plaintiff's
3 bar. This is especially true when dealing with a staffing agency and other employer potentially
4 controlling the Plaintiff and Aggrieved Employees regarding their meal and rest periods.
5 Therefore, uncertainty as to individual issues could have prevented the matter going forward as a
6 representative trial.

7 14. With respect to the amount of the settlement, the number of "cents on the dollar" or
8 percentage of total settlement represents, a fair and reasonable settlement amount. The Plaintiff
9 considered, his expert's evaluation, Plaintiff's counsel expertise and knowledge as to the value of
10 the respective claims. Accordingly, the settlement presented to the Court is approximately 32% of
11 the reasonable evaluation of the entire case exposure adjusted for risk on a purely PAGA basis.
12 Plaintiff discounted the claims for reasonable factors, as set forth above. Overall, under the Dunk
13 and Kullar factors, the amount of the settlement given the risks of potentially being subject to not
14 try the case as a representative matter and ultimately proving liability on all claims given the
15 current uncertainty in the law demonstrates that the settlement is fair and reasonable.

16 15. The settlement amount is fair and reasonable based on a review of all objective
17 evidence. The parties' assessment of the matter is based on extensive research before and during
18 the litigation, and written discovery.

18 SETTLEMENT AGREEMENT

19 16. The parties have entered into a Private Attorney General Act (Labor Code §2698,
20 Et. Seq.) PAGA Settlement Agreement, a true and correct copy is attached hereto as **Exhibit 1**.

21 17. The Gross Settlement of \$22,290.00 is subject to reduction for attorneys' fees, costs,
22 and administrative costs. Accordingly, assuming that the Court awards the fee request of
23 \$6,180.00, attorneys' costs of \$3,000.00 and reimbursement of mediation costs of \$3,750.00 and
24 Administration costs of up to \$3,450.00, the Net Settlement Amount is estimated to be
25 approximately \$5,910.00. Pursuant to the PAGA Statute, one hundred percent of the Net
26 Distribution Amount shall be considered payment of penalties and thus will not be subject to local,
27 state, or federal payroll taxes or withholdings.

28 /////

/////

ATTORNEYS' COSTS & FEES

18. My firm's costs are approximately \$2,484.92 including the mediation fee that will be reimbursed by virtue of this settlement. (A true and correct copy of Janelle Carney – Attorney at Law, APC's (JCAL) detailed costs billing is attached hereto as **Exhibit 2**) The costs incurred as reflected in **Exhibit 2** consist of filing fees, litigation costs, experts, and various other litigation related costs incurred and paid by JCAL over the past approximately 1.5 years. I have reviewed JCAL's costs, and each itemized entry as reflected in **Exhibit 2** and I believe that each cost is reasonable and necessary in the prosecution of this action in the superior court as well as arbitration. The attorneys' costs were a result of investigation, research, litigation, experts, consultants, mediation, and other related matters to the prosecution of this case, as evidenced by the cost bills attached as **Exhibit 2**.

19. At the current time, JCAL has billed not less than 55 hours at a lodestar value of approximately \$45,905.00, which averages to an hourly rate of \$834.64 an hour. My billing is attached hereto as **Exhibit 6**.

20. As set forth above, I participated extensively in the investigation, discovery, law and motion, and mediation. I am very familiar with the contingent fee market throughout California, particularly as it pertains to complex employment, wage and hour, and class action litigation. On behalf of LOJA and JCAL, I have negotiated numerous contingency fee agreements with plaintiffs both as individuals and as representatives in class action suits. Many of those agreements provide that counsel will receive a fee that is between 30%-45% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a recovery amount. The individual Plaintiff signed a contingency fee agreement that compensating counsel up to 33 1/3% of any gross settlement. My regular hourly fee of \$850 in complex litigation is reasonable. Counsel for Plaintiff are experienced employment lawyers and have extensive experience in the specific subcategory of wage and hour claims.

These are typical and standard rates in employment related contingency agreements in the Los Angeles, Riverside, San Bernardino, Orange County, San Diego, and throughout California. Indeed, in my opinion, the Plaintiff in this complex wage and hour PAGA and class action case could not have retained competent counsel in California, particularly with the considerable skill

1 and expertise of my firm for any amount significantly less than the contingency fee percentage
2 provided in these retainer agreements. Plaintiff's Counsel has advanced all costs and taken on a
3 substantial risk without the guarantee of a payout.

4 21. The parties have agreed to retain the services of ILYM Group Inc. (ILYM) to
5 administer the writing of checks and sending payment to each Aggrieved Employee. A true and
6 correct copy of ILYM's estimate dated July 9, 2024, to administer this settlement is attached
7 hereto and marked as **Exhibit 3**. Said costs will not exceed \$3,450.00. ILYM's qualifications are
8 attached hereto as **Exhibit 4**.

9 22. On or about October 1, 2024, my assistant uploaded the proposed settlement to the
10 LWDA, pursuant to Labor Code § 2699 (1)(2). A true and correct copy of the proof of submission
11 email is attached hereto as **Exhibit 5**. Further, my office will upload the conformed copies of the
12 Notice of Motion, the MP&A, and the declarations on the LWDA once received from the Court.

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

15 Executed at Chino Hills, California on this 1st day of October, 2024.

16
17
18 
Janelle Carney

Exhibit 1

ROBERT I. LOCKWOOD, Bar No. 259870
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Attorneys for Plaintiff,
EMMA JEAN ELWOOD

[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

EMMA JEAN ELWOOD, as an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

ALL AMERICAN HEALTHCARE
SERVICES, INC. & ALAMEDA
HEALTHCARE & WELLNESS CENTER,
LLC, a California limited liability company
DBA ALAMEDA HEALTHCARE AND
WELLNESS CENTER, and DOES 1 through
100, inclusive,

Defendants.

Case No. 23CV028398

ALL PURPOSES TO JUDGE JULIA
SPAIN, DEPT. 520

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Trial Date: None Set
FAC Filed: May 18, 2023

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

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Attorneys for Defendant Alameda
Healthcare & Wellness Center, LLC

IT IS HEREBY STIPULATED, by and between Plaintiff EMMA JEAN ELWOOD (“Plaintiff”), individually and on behalf of all other allegedly aggrieved employees, on the one hand, and Defendant ALL AMERICAN HEALTHCARE SERVICES, INC. D/B/A ALLSHIFTS (“AllShifts”), and ALAMEDA HEALTHCARE & WELLNESS CENTER, LLC (“Alameda”) (collectively with AllShifts, “Defendants”) on the other hand, and subject to the approval of the Court, that the Action, as defined below, is hereby compromised and settled pursuant to the terms and conditions set forth in this Settlement Agreement and Release of PAGA Claims (“Settlement Agreement”) and that the Court shall enter judgment, subject to the continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference become an integral part of this Settlement Agreement.

DEFINITIONS

1. “Action” means the representative action entitled *Emma Jean Elwood v. All American Healthcare Services, Inc. & Alameda Healthcare & Wellness Center, LLC*, Alameda County Superior Court, Case No. 23CV028398.

2. “Aggrieved Employees” means all current and former non-exempt employees who worked for Defendant AllShifts and were placed at Defendant Alameda’s care facility to provide nursing services in the State of California from December 1, 2021, to the date of the Court’s approval of the Settlement.

3. “Approval Hearing” means the hearing to be conducted by the Court after the filing of an appropriate motion by Plaintiff, at which time Plaintiff shall request that the Court approve the Settlement, enter the Judgment, and take other appropriate action.

4. “Defendants” means All American Healthcare Services, Inc. d/b/a AllShifts and Alameda Healthcare & Wellness Center, LLC.

5. “Defense Counsel” means Robert Lockwood and Benjamin Hart of Littler Mendelson, P.C.; Coby M. Turner, Elizabeth Levy and Jeffrey A. Nordlander of Seyfarth Shaw LLP; and Skyler J. May of Frost Brown Todd LLP.

6. “Effective Date” means when all of the following events have occurred: (i) this Agreement has been executed by Plaintiff, Defendants, Plaintiff’s Counsel and Defendants’

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

1 Counsel; (ii) Plaintiff's Counsel has sent the Notice of the Settlement to the LWDA; (iii) the Court
2 has given approval to the Settlement; (v) the Court has entered the Court's Final Order and
3 Judgment and Notice of Entry of Judgment has been filed; and (vi) five days after the later of any
4 of the following events: (A) the period for filing any appeal, writ or other appellate proceeding
5 opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having
6 been filed; (B) any appeal, writ or other appellate proceeding opposing the Settlement has been
7 dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) any
8 appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with
9 no right to pursue further remedies or relief.

10 7. "Employee Information" means information regarding the Aggrieved Employees
11 that Defendant AllShifts shall in good faith compile from its records and shall be authorized by the
12 Court to transmit in a secured manner to the Settlement Administrator. Employee Information shall
13 be transmitted in electronic form and shall include each Aggrieved Employee's full name; last
14 known address; Social Security number; and total number of PAGA Pay Periods (defined below).

15 8. "Individual Settlement Payment" means the amount the parties agreed to be paid to
16 Plaintiff for her general release of claims, associated with her wrongful termination and individual
17 wage and hour claims.

18 9. "Individual PAGA Payment" means the amount payable from the PAGA Fund to
19 each Aggrieved Employee.

20 10. "Judgment" means the final order and judgment to be entered by the Court granting
21 approval of the Settlement and this Settlement Agreement as binding upon the Parties and the
22 Aggrieved Employees.

23 11. "LWDA" means the California Labor and Workforce Development Agency.

24 12. "LWDA Letter" means the letter dated December 1, 2022, that Plaintiff submitted
25 to the LWDA alleging unpaid overtime, overtime paid incorrectly, failure to provide accurate wage
26 statements, failure to pay all wages at termination, failure to provide meal periods and/or pay
27 premium pay for missed breaks at the correct rate, failure to provide rest periods and/or pay
28

1 premium pay for missed breaks at the correct rate, failure to reimburse business expenses and
2 failure to provide paid sick leave at the regular rate of pay.

3 13. "LWDA Payment" means the portion of the PAGA Fund payable to the LWDA (75
4 percent).

5 14. "Gross Settlement Amount" means the maximum amount Defendants shall have to
6 pay in connection with this Settlement, which shall be inclusive of all Individual PAGA Payments
7 to the Aggrieved Employees, Plaintiff's Counsel fees and costs, Plaintiff's portion of the mediator's
8 fees, the Individual Settlement Enhancement Payment, the Individual Settlement Payment, the
9 Settlement Administration Costs, and the LWDA Payment. Subject to Court approval and the terms
10 of this Settlement Agreement, the maximum Gross Settlement Amount Defendants shall be
11 required to pay is Twenty Two Thousand Two Hundred and Ninety Dollars (\$22,290.00).

12 15. "Notice" means the Notice of PAGA Settlement, which shall be subject to Court
13 approval and which the Settlement Administrator shall mail to each Aggrieved Employee at their
14 last known address explaining the terms of this Settlement Agreement and the Settlement, attached
15 as Exhibit A.

16 16. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California
17 Labor Code sections 2698, *et seq.*

18 17. "PAGA Fund" means the Gross Settlement Amount, minus Claims Administration
19 Expenses, Individual Settlement Enhancement Payment, Plaintiff's Counsel's Fees, and Expenses
20 (Plaintiff's \$3,750 in mediation fees shall be deducted from the PAGA Fund).

21 18. "PAGA Period" means the period from December 1, 2021, through the date of the
22 Court's order approving the Settlement.

23 19. "Parties" means Plaintiff and Defendants.

24 20. "Plaintiff" means Plaintiff Emma Jean Elwood.

25 21. "Plaintiff's Counsel" means Adam Rose and Manny Starr of Frontier Law Center
26 and Janelle Carney of Janelle Carney Attorney at Law, APC.

27 22. "Plaintiff's Counsel's Fees and Expenses" means reasonable attorneys' fees for
28 Plaintiff's Counsel's litigation and resolution of this Action after Plaintiff's \$3,750 portion of the

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

mediator's fee has been deducted from the PAGA fund, not to exceed 33 1/3% of the Gross Settlement Amount, and expenses and costs reasonably incurred in connection with this Action as documented in Plaintiff's Counsel's billing statement not to exceed \$3,000.00 (after reimbursement of mediation fees as set forth *infra*).

23. "Qualifying Pay Periods" means the total number of pay periods during which an Aggrieved Employee performed work as a non-exempt employee of AllShifts while assigned to work at Alameda in California during the PAGA Period, based on Defendant AllShifts' records, which shall be used to calculate Individual PAGA Payments. Partial Pay Periods will be counted as full Qualifying Pay Periods.

24. "Released Parties" means Defendants and any of their respective past, present, and future direct or indirect parents, owners, joint venturers, limited liability companies and/or partnerships, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders employees and agents, including but not limited to Rockport Administrative Services, LLC, their attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

25. "Settlement" means the final and complete disposition of the Action pursuant to this Settlement Agreement.

26. "Settlement Administration Costs" means the reasonable costs and fees of administering the Settlement to be paid from the Gross Settlement Amount, including, but not limited to: (i) printing, mailing, and re-mailing (if necessary) Settlement Packets to the Aggrieved Employees; (ii) preparing and submitting to Aggrieved Employees and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual PAGA Payments, the Individual Settlement Enhancement Payment, Plaintiff's Counsel Fees and Expenses, Plaintiff's Counsel's portion of the mediator's fee and the LWDA Payment; (iv) establishing a Qualified Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and (vi) preparing and submitting filings required by law in connection with the payments required by the Settlement.

27. "Settlement Administrator" means ILYM Group Inc.

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

28. “Settlement Packet” means the packet of documents that shall be mailed to all Aggrieved Employees by the Settlement Administrator, including the Notice and each Aggrieved Employee’s respective Individual PAGA Payment.

RECITALS

29. Pleading History: On February 27, 2023, Plaintiff filed a complaint in the County of Alameda Superior Court alleging PAGA Penalties and wrongful termination in violation of public policy. Plaintiff then amended her complaint on May 18, 2023, to include class claims, PAGA claims, and individual causes of action including failure to pay all wages, failure to provide meal breaks, failure to allow rest breaks, failure to reimburse for out-of-pocket expenses, inaccurate wage statements, failure to pay wages of terminated or resigned employees, wrongful termination, and unfair business practice.

30. On January 8, 2024, the Parties jointly stipulated to dismiss the class claims; submit all Plaintiff’s individual non-PAGA claims and individual PAGA claims to binding arbitration; stay the representative PAGA claims pending the resolution of arbitration; and jointly work to reach resolution through mediation. On January 23, 2024, the Court dismissed Plaintiff’s class claims.

31. On August 7, 2023, Defendant Alameda timely filed an Answer to the first amended complaint. On August 16, 2023, Defendant AllShifts timely filed an Answer to the first amended complaint.

32. Settlement Negotiations: On May 21, 2024, after exchanging information, data, and documents, and review of numerous corporate policies and practices, the Parties reached a settlement deal during a private mediation session with mediator Art Eidelhoch. On May 24, 2024, the Parties entered into a Memorandum of Understanding (“MOU”), which memorialized the settlement terms and conditions.

33. Benefits of Settlement to Plaintiff and the Aggrieved Employees: Plaintiff and Plaintiff’s Counsel recognize the expense and effort of lengthy continued proceedings that would be necessary to litigate Plaintiff’s claims in the Action through arbitration, trial and through any possible appeals. Plaintiff also has evaluated the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff’s Counsel

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

1 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
2 Action, both generally and in response to Defendants' defenses thereto. Based on the foregoing,
3 Plaintiff and Plaintiff's Counsel have determined the Settlement set forth in this Settlement
4 Agreement is fair, adequate, and reasonable and provides genuine and meaningful relief consistent
5 with the underlying purposes of PAGA.

6 34. Defendants' Reasons for Settlement: Defendants have concluded that any further
7 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
8 Defendants' time, energy, and resources have already been, and unless this Settlement is completed,
9 shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendants have
10 also evaluated the risks of further litigation in reaching its decision to enter into this Settlement.
11 Even though Defendants contend they are not liable for any of the claims alleged by Plaintiff in the
12 Action, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth
13 in this Settlement Agreement and to put to rest the claims alleged in this Action. Defendants have
14 asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not give
15 rise to liability. This Settlement Agreement is a compromise of disputed claims. Nothing contained
16 in this Settlement Agreement, no documents referred to herein, and no action taken to carry out this
17 Settlement Agreement, shall be construed or used as an admission by or against Defendants as to
18 the merits or lack thereof of the claims asserted in the Action. Defendants maintain that they have
19 complied with all applicable state, federal and local laws.

20 TERMS OF SETTLEMENT

21 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
22 set forth herein, the Parties agree, subject to the Court's approval, as follows:

23 35. Binding Settlement: This Settlement shall bind the Parties and all Aggrieved
24 Employees, subject to the terms and conditions hereof and the Court's approval.

25 36. Tax Liability: The Parties make no representations as to the tax treatment or legal
26 effect of any of the payments specified herein, and the Aggrieved Employees are not relying on
27 any statement or representation by the Parties, Plaintiff's Counsel, or Defense Counsel in this
28 regard. The Aggrieved Employees and Plaintiff's Counsel understand and agree that they shall be

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

responsible for the payment of all taxes and penalties assessed on the payments specified herein., and shall hold the Parties, Plaintiff's Counsel, and Defense Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

37. Circular 230 Disclaimer: THE PARTIES ACKNOWLEDGE AND AGREE THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, PLAINTIFF'S COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

1 38. Approval of Settlement: Plaintiff shall be responsible for filing a motion, and related
2 papers, with the Court to approve the Settlement and enter the Judgment. The Parties agree to work
3 diligently and cooperatively to have this Settlement presented to the Court for approval. Plaintiff
4 will prepare and deliver to Defense Counsel all documents necessary for obtaining approval,
5 including: (i) a draft of the notice, and memorandum in support, of the Motion for Approval; (ii) a
6 draft proposed Order Granting Approval of PAGA Settlement; (iii) a draft proposed Notice; (iv) a
7 signed declaration from the Administrator; (v) a signed declaration from Plaintiff; and (v) a signed
8 declaration from PAGA Counsel firm attesting to their competency. Defendants will have two
9 business days from receipt to review and provide comment and will not delay the filing of the
10 approval motion.

11 39. Released Claims

12 a) Aggrieved Employees' Release: Upon the payment of the Gross Settlement
13 Amount, Plaintiff, individually and in her capacity as representative for the LWDA, and Aggrieved
14 Employees will fully and finally release and discharge the Released Parties from all Released
15 Claims. "Released Claims" means all claims asserted in the operative complaint and LWDA letter,
16 or that could have been asserted based on the factual allegations and/or theories of any complaint
17 in this Action and LWDA letter during the PAGA Period. This includes, but is not limited to claims
18 for civil PAGA penalties predicated on Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7,
19 246, 510, 512, and 1194, 1194.2, 1197, 1198, 2802, 2810.5, and Industrial Welfare Commission
20 Wage Orders based on the primary rights of those statutes, irrespective of the theory of recovery
21 alleged.

22 b) Plaintiff's Individual Release: In addition to the Released PAGA Claims discussed
23 above, upon the Effective Date, and in exchange for the Individual Settlement Payment entered into
24 with Defendants, Plaintiff, for and on behalf of herself and her agents, heirs, executors,
25 administrators and assigns ("Releasing Parties") unconditionally waives, releases and forever
26 discharges the Released Parties from any and all claims, actions, causes of action, rights, suits,
27 debts, contracts, obligations, agreements, proceedings, damages, penalties, charges, losses, and
28 expenses (including attorneys' fees and costs) of any nature whatsoever, whether based in contract,

1 statute or the common law, relating to any matters of any kind, whether known or unknown,
 2 suspected or unsuspected, that they may possess arising from any omissions, acts, and any and all
 3 events or facts that have occurred up until and including the date of the signing of this Agreement,
 4 including without limitation: (i) any and all claims actually alleged or could have been alleged in
 5 connection with, or arising directly or indirectly out of or in any way connected with Plaintiff's
 6 employment with AllShifts and placement at Alameda or alleged employment with any of the
 7 Released Parties; (ii) any and all claims relating to or arising from Plaintiff's relationship with the
 8 Released Parties and the termination of the relationship; (iii) any and all claims relating to unpaid
 9 wages, missed meal and rest periods, meal period and rest break premiums, sick pay, vacation pay,
 10 calculation of bonuses or commissions, and any other form of compensation, wage statements,
 11 retaliation, and any and all penalties, including but not limited to waiting time penalties and
 12 penalties under California Labor Code Section 226 *et seq.*, and interest relating to such claims; (iv)
 13 any and all claims for wrongful discharge of employment; emotional distress; breach of contract,
 14 both expressed and implied; breach of covenant of good faith and fair dealing, both expressed and
 15 implied; negligent or intentional interference with contract or prospective economic advantage; and
 16 defamation; (v) any and all claims against the Released Parties for any other tort, contract, common
 17 law, constitutional or statutory claims, including but not limited to, any violation(s) of the
 18 California Labor Code, the federal Fair Labor Standards Act (except as prohibited by applicable
 19 law), the National Labor Relations Act, Title VIII of the Civil Rights Act of 1964 and the California
 20 Fair Employment and Housing Act, the Americans with Disabilities Act, as amended, the Employee
 21 Retirement Income Security Act of 1974, as amended, the federal Worker Adjustment Retraining
 22 Notification Act (as well as any counterpart), the Family and Medical Leave Act of 1993 (as well
 23 as any state counterpart), the Occupational Safety and Health Act, the Consolidated Omnibus
 24 Budget Reconciliation Act of 1985, the Equal Pay Act, the Affordable Care Act, the Uniformed
 25 Services Employment and Reemployment Rights Act, the Federal Hazardous Materials
 26 Regulations, the Fair Credit Reporting Act, the California Parental Leave Act, the California
 27 Healthy Workplace Healthy Family Act, the Genetic Information Nondiscrimination Act of 1998,
 28 California Constitution Article 1 section 8, California's Industrial Welfare Commission Wage

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

1 Orders, California Health and Safety Code sections 11161.8, 1276.5, 1278.5, 13337, *et seq.*, and
2 105100, *et seq.*, California Business and Professions Code sections 2725, 2750, *et seq.*, and 17200,
3 *et seq.*, Title 22 of the California Code of Regulations, including but not limited to section 72313,
4 72315 and 72501 (“Individually Released Claims”). Plaintiff also waives any and all rights
5 conferred upon her under Section 1542 of the California Civil Code, which provides as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
7 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
8 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
9 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
10 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11 This waiver is not a mere recital but is a knowing waiver of rights and benefits by Plaintiff. This is
12 a bargained-for provision of the Agreement and is further consideration for the covenants and
13 conditions contained herein.

14 40. Funding and Allocation of the Gross Settlement Amount: Defendants shall pay a
15 Gross Settlement Amount not to exceed Twenty Two Thousand Two Hundred and Ninety Dollars
16 and Zero Cents (\$22,290). Defendants shall make the payment to the Settlement Administrator in
17 any feasible manner, including, but not limited to, by way of a wire transfer, the Gross Settlement
18 Amount not later than thirty (30) days after the Effective Date.

19 a) Representation as to Number of Pay Periods: Defendants represent that the total number
20 of pay periods worked by Aggrieved Employees is approximately 618.

21 b) Individual PAGA Payments:

22 i. Individual PAGA Payments shall be paid by the Settlement Administrator
23 from the PAGA Fund pursuant to the following formula: Defendants shall provide the Settlement
24 Administrator with the Qualifying Pay Periods for each Aggrieved Employee. The Settlement
25 Administrator shall then divide the Aggrieved Employees’ portion of the PAGA Fund by the total
26 number of Qualifying Pay Periods for all Aggrieved Employees resulting in a value for each pay
27 period worked by the Aggrieved Employees during the PAGA Period (“Pay Period Value”). The
28

1 Settlement Administrator shall then multiply the number of Qualifying Pay Periods for each
2 Aggrieved Employee by the Pay Period Value.

3 ii. Individual PAGA Payments shall be made by check and shall be made
4 payable to each Aggrieved Employee as set forth in this Settlement Agreement.

5 iii. Individual PAGA Payments shall be allocated as non-wage penalties not
6 subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099-
7 MISC to each Aggrieved Employee.

8 iv. Individual PAGA Payment checks shall remain negotiable for one hundred
9 eighty (180) days from the date of mailing. The sum value of all expired checks will be tallied by
10 the Settlement Administrator. All such uncollected funds associated with Aggrieved Employees'
11 checks will escheat to the State of California's Controller, to be held in the name of each expired
12 check payee, pursuant to applicable unclaimed property laws. The Settlement Administrator shall
13 undertake amended and/or supplemental tax filings and reporting, required under applicable local,
14 state, and federal tax laws, that are necessitated due to the cancellation of any Individual PAGA
15 Payment checks. The Parties agree that this disposition results in no "unpaid residue" under
16 California Civil Procedure Code section 384.

17 c) Plaintiff also entered into a separate individual settlement agreement in exchange
18 for releasing her individual Released Claims and executing a general release as set forth in paragraph
19 39(b). Plaintiff's Counsel's Fees and Expenses: Subject to Court approval, Plaintiff's Counsel shall
20 be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third of the Gross
21 Settlement Amount after deducting Plaintiff's \$3,750 share of the mediator's fee (i.e. one third of
22 \$18,540) in the amount of Six Thousand One Hundred Eighty Dollars and Zero Cents. (\$6,180.00).
23 In addition, Plaintiff's Counsel shall be entitled to an award of reasonable costs associated with
24 Plaintiff's Counsel's prosecution of the Action in an amount not to exceed Three Thousand Dollars
25 and Zero Cents (\$3,000), and according to proof. Plaintiff's Counsel shall provide the Settlement
26 Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement
27 Administrator to process the Plaintiff's Counsel Award as approved by the Court. Defendants shall
28 not oppose or object to Plaintiff's request for an award of attorneys' fees in an amount not to exceed

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

one-third of the Gross Settlement Agreement in the amount of Six Thousand One Hundred Eighty Dollars and Zero Cents. (\$6,180.00) or request for an award of reasonable costs not to exceed \$3,000.00). In the event that the Court awards Plaintiff's Counsel less than the requested amount in attorneys' fees and/or costs, the difference shall become part of the PAGA Fund and shall be distributed to the LWDA and the Aggrieved Employees. The Settlement Administrator shall pay Plaintiff's Counsel any Court-awarded attorneys' fees and costs no later than ten (10) days after Defendants provide the Settlement Administrator with the Gross Settlement Amount. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the Plaintiff's Counsel Award. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff's Counsel for the Plaintiff's Attorney's Fees and Costs. This Settlement is not conditioned upon the Court awarding Plaintiff's Counsel any particular amount of attorneys' fees or costs, unless the amount awarded is more than specified in this paragraph, in which case the difference shall be awarded from the PAGA Fund and shall not increase the Gross Settlement Amount. If the Court does not approve or approves only a lesser amount than that requested by Plaintiff's Counsel for attorneys' fees or costs, the other terms of the Settlement shall still apply. The Court's refusal to approve the attorneys' fees or costs award requested by Plaintiff's Counsel does not give Plaintiff or Plaintiff's Counsel any basis to abrogate the Settlement.

d) Settlement Administration Costs: The Settlement Administration fees and expenses, which are estimated not to exceed Three Thousand Four Hundred Fifty Thousand Dollars and Zero Cents (\$3,450.00) shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize Settlement Administration Costs.

i. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

ii. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement. The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and

1 regulations in which the Gross Settlement Amount shall be placed and from which payments
2 required by the Settlement shall be made.

3 41. Labor and Workforce Development Agency Payment: Subject to approval by the
4 Court, the Parties agree that any funds from the Gross Settlement Amount that remain after
5 subtracting amounts for Plaintiff's portion of the mediator's fee, Attorneys' Fees and Costs,
6 Plaintiff's Enhancement Payment, and Settlement Administration Fees will constitute the PAGA
7 Fund. Seventy-five percent (75%) of the PAGA Fund, or an estimated \$2,565.00, will be paid to
8 the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or an estimated \$855.00,
9 will be distributed to the Aggrieved Employees.

10 42. Settlement Administration:

11 a) Mailing of Settlement Packets: Within thirty (30) calendar days of the Effective
12 Date, Defendant AllShifts shall provide the Settlement Administrator with the Employee
13 Information for purposes of mailing the Settlement Packets to Aggrieved Employees. Upon receipt
14 of the Employee Information, the Settlement Administrator shall perform a search based on the
15 National Change of Address Database maintained by the United States Postal Service to update and
16 correct any known or identifiable address changes. Within ten (10) days of receiving the Gross
17 Settlement Amount from Defendants as provided herein, the Settlement Administrator shall mail the
18 Settlement Packets to all Aggrieved Employees *via* regular First-Class U.S. Mail. The Settlement
19 Administrator shall exercise its best judgment to determine the current mailing address for each
20 Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing
21 address shall be presumed to be the most current mailing address for each Aggrieved Employee.
22 The Parties agree that this procedure for notice provides the best notice practicable to Aggrieved
23 Employees and fully complies with due process.

24 b) Undeliverable Settlement Packets: Any Settlement Packet returned to the Settlement
25 Administrator as non-deliverable shall be re-mailed to the forwarding address affixed thereto. If no
26 forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a
27 correct address by the use of skip-tracing, or other type of automated search, using the name, address,
28 and/or Social Security number of the Aggrieved Employee involved, and shall then perform a re-

mailing to the Aggrieved Employee whose Settlement Packet was returned as non-deliverable, assuming another mailing address is identified by the Settlement Administrator.

c) Determination of Individual PAGA Payments: The Settlement Administrator shall determine the eligibility for, and the amount of, each Aggrieved Employee's Individual PAGA Payment under the terms of this Settlement Agreement.

d) Disputes Regarding Administration of Settlement: Any dispute not resolved by the Settlement Administrator concerning the administration of the Settlement shall be resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith and make use of the services of mediator Art Eidelhoch, if necessary, to resolve the dispute without the necessity of involving the Court.

e) Accounting: The Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid out, not later than 60 days after payment to the final Aggrieved Employee.

f) Monitoring and Reviewing Settlement Administration: The Parties have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Settlement Agreement.

g) Best Efforts: The Parties agree to use their best efforts to carry out the terms of this Settlement.

43. Release of Claims by Aggrieved Employees: Upon the date Defendants fully fund the entire Gross Settlement Fund, Plaintiff, all Aggrieved Employees and the State of California will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims during the PAGA Period, except as to the right to enforce the terms and conditions of this Settlement.

44. Nullification of Settlement: In the event: (i) the Court does not enter the Judgment; or (ii) the Settlement does not become final for any other reason, this Settlement Agreement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, and this Settlement Agreement and any documents related to it shall not be used in any other civil, criminal, or administrative action against

1 Defendants or any of the other Released Parties. In the event an appeal is filed from the Judgment,
2 or any other appellate review is sought, administration of the Settlement shall be stayed pending
3 final resolution of the appeal or other appellate review.

4 45. No Admission by Defendants: Defendants deny all claims alleged in this Action and
5 deny all wrongdoing whatsoever by Defendants. Neither this Settlement Agreement, nor any of its
6 terms and conditions, nor any of the negotiations connected with it, are a concession or admission,
7 and none shall be used against Defendants as an admission or indication with respect to any claim
8 of any fault, concession, or omission by Defendants. The Parties agree that this Settlement
9 Agreement shall not be admissible in this or any other proceeding as evidence that Defendants are
10 liable to Plaintiff or any Aggrieved Employee, other than according to the terms of this Settlement
11 Agreement.

12 46. No Publicity: The Parties agree that Plaintiff and Plaintiff's Counsel will not
13 communicate the fact of, or the terms of, this Settlement Agreement to members of the press,
14 including to Verdicts and Settlements. The Parties and their respective counsel also agree not to
15 publish the fact of, or terms of, this Settlement Agreement or any related information on their
16 website, for advertising purposes and/or in publication materials generally available to the public.

17 47. Descriptive Headings: The descriptive headings of any paragraphs or sections of
18 this Settlement Agreement are inserted for convenience of reference only.

19 48. Entire Agreement: This Settlement Agreement constitutes the entire agreement
20 between the Parties, and no oral or written representations, warranties, or inducements have been
21 made to Plaintiff or Defendants concerning this Settlement Agreement other than the
22 representations, warranties, and covenants contained and memorialized in this Settlement
23 Agreement. No other prior or contemporaneous written or oral agreements may be deemed binding
24 on the Parties.

25 49. Interim Stay of Action: The Parties agree to stay and to request that the Court stay
26 all proceedings in the Action, except such proceedings necessary to implement and complete the
27 Settlement and enter the Judgment.

1 50. Amendment or Modification: This Settlement Agreement may be amended or
2 modified only by a written instrument signed by counsel for all Parties or their successors-in-
3 interest.

4 51. Authorization to Enter into Settlement Agreement: The Parties shall cooperate with
5 each other and use their best efforts to affect the implementation of the Settlement. In the event the
6 Parties are unable to reach agreement on the form or content of any document needed to implement
7 the Settlement, or on any supplemental provisions that may become necessary to effectuate the
8 terms of this Settlement, the Parties may seek the assistance of the Court and/or mediator Art
9 Eidelhoch to resolve such disagreement. The person signing this Settlement Agreement on behalf
10 of Defendants represents and warrants that he or she is authorized to sign this Settlement Agreement
11 on behalf of Defendants. Plaintiff represents and warrants that she is authorized to sign this
12 Settlement Agreement and that she has not assigned any claim, or part of any claim, covered by
13 this Settlement to a third-party. Plaintiff acknowledges that she has read this Settlement Agreement,
14 that she fully understands her rights, privileges, and duties under the Settlement Agreement, and
15 enters this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that she has
16 had the opportunity to consult with her attorneys to seek an explanation of the terms of this
17 Settlement Agreement and the consequences of signing this Settlement Agreement. Additionally,
18 the Parties have cooperated in the drafting and preparation of this Settlement Agreement. Hence,
19 in any construction made of this Settlement Agreement, the same shall not be construed against any
20 of the Parties.

21 52. Binding on Successors and Assigns. This Settlement Agreement shall be binding
22 upon, and inure to the benefit of, the successors and assigns of the Parties.

23 53. California Law Governs. All terms of this Settlement Agreement shall be governed
24 by and interpreted according to the laws of the State of California, without giving effect to any law
25 that would cause the laws of any jurisdiction other than the State of California to be applied.

26 54. Counterparts. This Agreement may be executed in one or more counterparts by
27 facsimile, electronic signature with verification of signature provided, or email which for purposes
28 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

55. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain continuing jurisdiction California Code of Civil Procedure Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under California Code of Civil Procedure Section 583.310 shall be extended from the date of the signing of this Agreement by all parties until the entry of the final approval order and judgment or if not entered the date this Agreement shall no longer be of any force or effect.

56. Invalidity of Any Provision. Before declaring any term or provision of this Settlement Agreement invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement as valid and enforceable.

DATED: September 25, 2024

FRONTIER LAW CENTER

By:  Adam Rose
Manny Starr
Attorneys for Plaintiff and the Aggrieved Employees

1 DATED: September 25, 2024

FROST BROWN TODD LLP

2
3 By: _____

Skyler J. May

4 Attorneys for Defendant
5 Alameda Healthcare & Wellness Center
6 LLC

7 DATED: September 25, 2024

SEYFARTH SHAW, P.C.

8
9 By: _____

Coby M. Turner
Elizabeth Levy
Jeffery A. Nordlander

11 Counsel for Defendant
12 Alameda Healthcare & Wellness Center
13 LLC

14 DATED: September 25, 2024

LITTLER MENDELSON, P.C.

17 _____
Robert I. Lockwood
Benjamin Hart

18 Counsel for Defendant
19 All American Healthcare Services, Inc. d/b/a
20 AllShifts

1 DATED: September 25, 2024

FROST BROWN TODD LLP

2
3 By: _____
4 Skyler J. May

5 Attorneys for Defendant
6 Alameda Healthcare & Wellness Center
7 LLC

8 DATED: September 25, 2024

SEYFARTH SHAW, P.C.

9 By: _____
10 Coby M. Turner
11 Elizabeth Levy
12 Jeffery A. Nordlander

13 Counsel for Defendant
14 Alameda Healthcare & Wellness Center
15 LLC

16 DATED: September 25, 2024

LITTLER MENDELSON, P.C.

17 

18 _____
19 Robert I. Lockwood
20 Benjamin Hart

21 Counsel for Defendant
22 All American Healthcare Services, Inc. d/b/a
23 AllShifts
24
25
26
27
28

Exhibit 2

Janelle Carney - Attorney at Law, APC

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses							
Expenses							
Court Costs							
01/23/2024	Expense		janney & janney	filing costs	Capitol One Credit card	17.46	17.46
02/03/2024	Expense		janney & janney	filing costs	Capitol One Credit card	17.46	34.92
Total for Court Costs						\$34.92	
expert witness							
06/12/2024	Check	1343	JT Calcs	CHECK 1343	Checking (9585)	575.00	575.00
Total for expert witness						\$575.00	
Mediation							
01/29/2024	Check	1293	Eidelhoch mediation	CHECK 1293	Checking (9585)	1,875.00	1,875.00
Total for Mediation						\$1,875.00	
Total for Expenses						\$2,484.92	

Exhibit 3

Case Name: Elwood v. All American Healthcare Services, Inc.

Tuesday, July 9, 2024

Requesting Attorneys Name:	Janelle Carney & Jerin Wilkinson
E-Mail:	janelle@janellecarneylaw.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	138
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$529.48
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,700.52
Case Conclusion:	\$220.00
Total ILYM Fees & Expenses:	\$3,450.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Elwood v. All American Healthcare Services, Inc.

Tuesday, July 9, 2024

Requesting Attorneys Name: Janelle Carney & Jerin Wilkinson

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
NCOA	Flat Rate	\$50.00	1	\$50.00
Toll-Free Call Center	Flat Rate	\$89.48	1	\$89.48
Subtotal				\$529.48

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	138	\$207.00
USPS First Class 1oz Postage	Per Piece	\$0.64	138	\$88.32
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	28	\$55.20
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00
Subtotal				\$2,700.52

**Additional Bank fees may apply*

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00
Subtotal				\$220.00

Total Case Estimate: \$3,450.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 4

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 10 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Earnest Georggin vs. Collection Service Bureau, Inc

- Privacy/Consumer Case with a class size of 110,376 members.

Sarabi, et al. vs. Weltman, Weinberg & Reis Co., L.P.A.

- TCPA Case with a class size of 600,000.

Miguel Serratos vs. Buca Inc

- Improperly using money from a stock option plan and improperly deducting wages with a class size of 29.

Rosemary Cohorst vs. Bre Properties

- Privacy/Consumer Case with a class size of 1,170,000.

Ricky J.Sierra vs. Aames Home Loan

- Wage and hour case with over 1,400 class members.

Angela Church vs. GameStop

- Labor and wage code violation case with 26,000 class members.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies. This plan, if needed would be in the "Media Campaign" section of our proposal.
- **Electronic Publication:** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web. This plan and proposed sites would be outlined in our proposal under "Media Campaign."

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

Exhibit 5

Jerin Wilkinson

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, October 1, 2024 8:14 PM
To: Jerin Wilkinson
Subject: Thank you for your Proposed Settlement Submission

10/01/2024 06:13:22 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 6

Janelle Carney Attorney At Law, APC

14758 Pipeline Ave, Suite E, Chino Hills, CA,91709

Emma Jean Elwood

Date: 10/1/2024

File Number: 62162/

Re: Elwood v. All American Healthcare Services, Inc.

<u>Date</u>	<u>Initials</u>	<u>Description of Service</u>	<u>Hours</u>	<u>Amount</u>
04/03/2023	JC	Review intake, notes, and prep JPA (.8)	0.80	640.00
04/25/2023	JC	Prepare Class FAC and ntc of association of counsel (7.)	7.00	5,950.00
05/30/2023	JC	Review email corresp (.4)	0.40	340.00
06/27/2023	JC	Review email corresp re cmc statement w/ OPC (.4)	0.40	320.00
07/18/2023	JC	Review Answer and Cross Complaint (.8);	0.80	640.00
08/08/2023	JC	Initial round of disc to both defendants (3.5)	3.50	2,800.00
08/09/2023	JC	Frogs set 1 to both defendants (.4)0	0.40	320.00
08/30/2023	JC	Review SC statement (.3)	0.30	240.00
09/06/2023	JC	Review order re setting trial (.8)	0.80	640.00
10/01/2023	JC	PMQ depo ntcs to both defendants (4.)	4.00	3,200.00
11/21/2023	JC	Email corresp w/ opc (.3)	0.30	240.00
12/08/2023	JC	Review objections and emails re PMQ (.8)	0.80	640.00
01/03/2024	JC	Review stipulation and make redline changes email w/ FLC (1.)	1.00	800.00
01/05/2024	JC	Review final stip and provide further request (.8)	0.80	640.00
01/11/2024	JC	Prep mediation data demand (1.) email JT to see if he can take project (.4)	1.40	1,120.00
01/16/2024	JC	Decl re dismissal of class claims w/out prejudice and proo (.8)	0.80	640.00
01/24/2024	JC	Ntc of entry of order (.8)	0.80	640.00
03/02/2024	JC	JC follow up to OPC re mediation data request (.8)	0.80	680.00
03/30/2024	JC	Jc to opc re data (.4)	0.40	340.00
05/11/2024	JC	Email corresp w/ JT and LR RR issues memo to the file and JT (1.)	1.00	850.00
05/15/2024	JC	LR and draft of Mediation brief (3.5)	3.50	2,975.00
05/16/2024	JC	Finalize Med brief, emails w/ JT and FLC re damages (1.5)	1.50	1,275.00
06/19/2024	JC	Follow up w/ opc re agreement (.4)	0.40	340.00
07/09/2024	JC	Review agreement, make redline changes, prep individual settlement agreement and notice to the Aes (3.)	3.00	2,550.00
07/11/2024	JC	Various emails w/ FLC re numbers (.8)	0.80	680.00
07/18/2024	JC	Review and respond to OPC email and make edits to the SA (1.)	1.00	850.00
07/25/2024	JC	Review email and redline and accept / forward to FLC (.5)	0.50	425.00
07/29/2024	JC	Call w/ OPC re settlement agreement and revise the long form paga and the long form indy (1.5)	1.50	1,275.00

10/1/2024

62162/

Emma Jean Elwood

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09/12/2024	JC	Continued work on settlement agreement and email w/ opc (.8); Email corresp w/ OPC and draft MPA re PAGA approval (6.5) Prepare JC decl in support of PAGA approval (2.5) Prepare proposed order / judgment re paga approval (1.)	10.80	9,180.00
09/17/2024	JC	Discussion w/ FLC re agreement and finalize both docs for signature. (1.)	1.00	850.00
09/17/2024	JC	Prep PA order (.5)	0.50	425.00
09/19/2024	JC	Emails re signatures on agreements (.5) draft stip re shortened notice (.5)	1.50	1,275.00
10/01/2024	JC	Emails w/ OPC re fililng and finalize Decl, Notice and PROO and MPA (2.5)	2.50	2,125.00
Total Fees			55.00	\$45,905.00

Time Summary

<u>Initials</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
JC	834.64	55.00	45,905.00

TOTAL NEW CHARGES**\$45,905.00**

PER: _____

Janelle Carney