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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ALEXANDRIA PERKINS and DEVASTASIA PARKER, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

COVENANT CARE CALIFORNIA LLC, a California limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2023-00337015-CU-OE-GDS

Honorable Jill H. Talley
Department 8A

DECLARATION OF DANIEL BASS IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS PAYMENT, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS

Reservation #:	A-337015-016
Date:	November 20, 2026
Time:	9:00 a.m.
Department:	8A
Complaint Filed:	March 27, 2023
FAC:	May 16, 2023
Trial Date:	None Set

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DECLARATION OF DANIEL BASS

I, Daniel Bass**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Alexandria Perkins and Devastasia Parker (together with Haydee Alcantar, the "Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes under federal law. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Chief Executive Officer of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he

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has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. He was admitted to practice law in California in 2004 and in Washington in 2026. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Senior Partner of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010 and in Washington 2026.

He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), New York (since 2013), and Washington (since 2026), and is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, all U.S. District Courts in Washington, the U.S. District Court for the Southern District of New York, the U.S. District Court for the Eastern District of New York, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th

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439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and has handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She has been a speaker regarding topics in wage and hour law at the California Employment Lawyers Association's continuing legal education events.

6. Brian J. St. John is a Member of Lawyers *for* Justice, PC. He received his Bachelor's degree from the University of California, San Diego in 2010 and earned his Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. He was admitted to practice law in California in 2015. He is admitted to practice before all courts of the State of California and all federal district courts in the State of California. He has worked on many wage and hour class action and PAGA representative matters, and his work has included *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, he spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, he was employed as general counsel for a DMHC licensed discount dental plan.

7. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Science degree in Psychology from Missouri State University in 2009, and a Juris Doctor degree from Washington University in St. Louis, School of Law in 2012, where I served as a Senior Editor

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of the Law Review and as a member of the Note Selection Committee. I am admitted to practice before all courts in the State of California, and all U.S. District Courts in California. From 2014 through and including the present, my practice consisted almost exclusively of complex wage and hour class action and PAGA action matters in California. I have worked at several plaintiffs' side law firms, and started the employment practice at one of them. I have taken and defended dozens of depositions and have successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case at every step prior to trial. I also successfully handled briefing on appeals, including employer efforts to compel arbitration in *Jones v. UPS Supply Chain Solutions, Inc*., California Court of Appeals for the First District, Case No. A160726 (Cal. App. Jul 01, 2021) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over fifty (50) cases.

EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES

8. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court

Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

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h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action involving allegations of misclassification of the salaried residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

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m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a

wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ firm represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA

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representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA

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representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. On November 2, 2023, the court granted final

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approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2016-00005578-CU-OE-CTL.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a plastic packaging company on behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On November 8, 2021, the court granted approval of the partial settlement of the action. On April 22, 2024, the court granted approval of the PAGA settlement and entered an order dismissing the action. The San Bernardino County

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Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

nn) LFJ represented the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On January 16, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Cast Number is CGC-20-582809.

THE LAWSUIT

9. Defendant Covenant Care California LLC is located in Aliso Viejo, California and provides nursing services, residential care, and home health services. During the relevant time period, Defendants operated approximately 29 location in California. Plaintiffs Alexandria Perkins, Devastasia Parker, and Haydee Alcantar are former employees of Defendants.

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10. Plaintiffs have satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence by Aegis Law Firm, PC ("Aegis") on behalf of Plaintiff Haydee Alcantar ("Plaintiff Alcantar") that was dated June 1, 2022 ("Alcantar PAGA Notice), written correspondence by LFJ on behalf of Plaintiff Alexandria Perkins ("Plaintiff Perkins") that was dated January 18, 2023 ("Perkins PAGA Notice"), and written correspondence by LFJ on behalf of Plaintiff Devastasia Parker ("Plaintiff Parker") that was dated March 9, 2023 ("Parker PAGA Notice") (together, the "PAGA Notices"). The PAGA Notices were sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA's website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A copy of the Alcantar PAGA Notice is attached to the Declaration of Jessica L. Campbell in Support of Motion for Approval of PAGA Settlement as Exhibit 1 thereto. A true and correct copy of the Perkins PAGA Notice is attached hereto as "**EXHIBIT 1**." A true and correct copy of the Parker PAGA Notice is attached hereto as "**EXHIBIT 2**."

11. On June 1, 2022, Plaintiff Alcantar filed a class action complaint against Defendant for violations of California wage and hour laws in the Santa Clara County Superior Court, Case No. 22CV398814 (the "*Alcantar* Action"), and on August 9, 2022, Plaintiff Alcantar filed a First Amended Complaint adding a claim for enforcement under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* ("PAGA"). On April 13, 2023, Plaintiff Alcantar filed a Third Amended Complaint in the *Alcantar* Action alleging a single claim for enforcement under PAGA, and the putative class claims in the *Alcantar* Action were dismissed without prejudice.

12. On March 27, 2023, Plaintiff Perkins filed her Complaint for enforcement under PAGA in the Sacramento County Superior Court, Case No. 34-2023-00337015-CU-OE-GDS

(the "*Perkins* Action"). On May 16, 2023, Plaintiff Perkins filed a First Amended Complaint for enforcement under PAGA, adding Plaintiff Parker as a named plaintiff in the *Perkins* Action.

13. On June 20, 2023, Defendant filed an Answer to the First Amended Complaint in the Perkins Action. Defendant maintained, and continues to maintain, that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiffs seek penalties under the PAGA.

14. On December 18, 2023, Defendant filed a Notice of Motion and Motion to Compel Arbitration and Stay Judicial Proceedings in the *Perkins* Action. On May 16, 2024, Plaintiffs Perkins and Parker filed an Opposition to Defendant's Motion to Compel Arbitration and Stay Judicial Proceedings. On May 22, 2024, Defendants filed a Reply in Support of Defendant's Motion to Compel Arbitration and Stay Judicial Proceedings. On November 8, 2024, Plaintiffs Perkins and Parker filed a Supplemental Opposition to Defendant's Motion to Compel Arbitration and Stay Judicial Proceedings. On January 13, 2025, the Court issued a Proposed Statement of Decision denying Defendant's Motion to Compel Arbitration and Stay Judicial Proceedings, and on January 31, 2025, the Court issued a Statement of Decision affirming the Proposed Statement of Decision as the Final Statement of Decision. On February 11, 2025, Defendant filed a Notice of Appeal. Defendant thereafter requested the Appeal be dismissed, which was granted on or about October 30, 2025.

15. To effectuate settlement, the Plaintiffs have also filed a [proposed] Second Amended Complaint for Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("Second Amended Complaint" or "Operative Complaint") in the *Perkins* Action to add Plaintiff Alcantar as a named plaintiff and incorporate her PAGA cause of action into the *Perkins* Action (the "Action"). The Parties agreed to the form and content of the proposed Second Amended Complaint, which is attached as "Exhibit A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release and Award of Attorneys' Fees And Costs Payment, General Release Fee, and Settlement

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Administration Costs, filed concurrently herewith. Class Counsel respectfully requests the Court grant leave to file the Second Amended Complaint so that the terms of the Settlement Agreement and the intent of the Parties may be effectuated.

16. Plaintiffs' core allegation in the Action is that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and other PAGA Members, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

THE SETTLEMENT REACHED IN THE ACTION

17. Marked and attached hereto as "**EXHIBIT 3**" is the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiffs Alexandria Perkins, Devastasia Parker, and Haydee Alcantar, for themselves and on behalf of the State of California with respect to PAGA Members pursuant to the Private Attorneys General Act, and Defendant Covenant Care California LLC ("Defendant") and Royal Care Skilled Nursing Facility, Inc. (collectively with Defendant "Defendants") . The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to PAGA Members when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Attorneys' Fees and Costs Payment, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

18. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid, non-exempt employees employed of either of the Defendants who worked in California at any time during the PAGA Period ("PAGA Members"). The

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"PAGA Period" means the period between June 1, 2021, through November 30, 2024. Based on information provided by Defendant, it is estimated that during the PAGA Period there are approximately 6,550 PAGA Members who are credited with 176,408 Compensable Pay Periods.

19. Defendant has agreed to pay the gross amount of $3,000,000.00 ("Total Settlement Amount") to settle this matter. The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs Payment in the amount of $1,200,000.00 for attorneys' fees and up to $60,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC ("Plaintiffs' Counsel"); (2) General Release Fee in the amounts of $15,000.00 each to Plaintiffs (totaling, $45,000.00); and (3) Settlement Administration Costs of up to $25,000.00 to the PAGA Settlement Administrator. Plaintiff's Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of $25,310.97, and assuming that the requested Attorneys' Fees and Costs Payment, General Release Fee, and Settlement Administration Costs are approved by the Court, the Net Settlement Amount is estimated to be approximately $1,704,689.03. The Net Settlement Amount will be distributed to the LWDA and the PAGA Members pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $1,278,516.77 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to be $426,172.26 ("Employees' Portion"), will be distributed to the PAGA Members on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The parties have agreed to retain ILYM Group, Inc. ("ILYM" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint ILYM to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed $25,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS' COUNSEL

20. The effectiveness of Plaintiffs' Counsel, Lawyers *for* Justice, PC in prosecuting

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this case has translated into tangible monetary benefits for Plaintiffs, PAGA Members, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

21. After engaging in extensive investigations, formal and informal discovery, motion practice, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on April 16, 2024, conducted by Jeffrey Ross, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. While the parties did not settle the matter at the mediation, the Parties engaged in settlement negotiations, and with the aid of the mediator's evaluation, reached a settlement agreement. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation, appeals of Court decisions, and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

22. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiffs conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from

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Plaintiffs, Defendant, and other sources. Plaintiffs' Counsel propounded formal written discovery requests onto Defendant (specifically, Request for Production of Documents (Sets One), Special Interrogatories (Sets One, and Two) and Form Interrogatories (Set One)), and served notices of depositions of Defendant's Person Most Knowledgeable designees regarding organizational structure and job duties, wage and hour practices, along with requests for production of documents. The information, documents, and data that were reviewed and analyzed by Plaintiffs' Counsel included, and were not limited to, Plaintiffs' employment records; a detailed sampling of PAGA Members' time and pay data; Defendant's Employee Handbook; job descriptions; various forms, agreements, and acknowledgments (such as, Training Attestations, Key/Essential Job Duties Form, Policies and Procedures Acknowledgement Form, Meal Period Waiver Agreements, and Agreement for On-Duty Meal Periods); and Defendant's operations and employment practices, policies, and procedures (such as, Defendant's Reporting-Time Pay Policy, Pay Checks Policy, Time Keeping Requirements Policy, Telephone and Cellular Use Policy, Overtime Policy, Meal and Rest Periods Policy, Health and Privacy Policies), among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiffs' Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, arbitration, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to motions to compel arbitration and settlement approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and notices of depositions of Defendant's persons most knowledgeable designees; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA

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actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses, as well as facts discovered.

23. Based on investigation and information discovered, Plaintiffs' Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiffs' Counsel believes that the PAGA claim has merit and that Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs' Counsel also recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

24. Plaintiffs and their counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiffs would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties.

THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE OF POSSIBLE OUTCOMES

25. In order for Plaintiffs to prevail on the PAGA claim, they would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs raise individualized issues and/or are not suitable for adjudication as to a group of employees.

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26. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiffs' allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against any of its employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

27. Defendant also challenged Plaintiffs' standing as aggrieved employees and denied that any of its other employees whom Plaintiffs seek to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may "when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any

cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

28. Defendant pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiffs could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

29. Further, Defendant also maintained that, in addition to its strong arguments against the underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly established methodology for the valuation and/or assessment of PAGA penalties, and case outcomes (such as those discussed below) have shown that the actual amount of civil penalties actually assessed by trial courts is far less than the amount sought.

30. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Even if,

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arguendo, such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 ("Until the employer has been notified that it is violating a Labor Code provision […], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered "willful." Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

31. Plaintiffs' Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for $0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See e.g., *Magadia v. Wal-Mart Assocs*. (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange

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County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of $7 million PAGA penalties requested, the court awarded $425,000); *Carrington v Starbucks Corp*. (2018) 30 Cal.App.5th 504, 517, 529 (of $75 million in penalties sought, the court affirmed the trial court's $150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to $5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of $456,133 sought, the court awarded $197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of $2,800,000 PAGA penalties requested, the court awarded $500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of $1,800,000 PAGA penalties requested, the court awarded $500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

32. Importantly, Defendant also contended that the claims of Plaintiffs and other PAGA Members are subject to enforceable agreements that included, *inter alia*, binding individual arbitration agreements. Defendant contended that these agreements would have claim

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preclusive impact, or otherwise, could effectively be used to require PAGA Members to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id*. at 693.

33. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and

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also now, there is uncertainty regarding the PAGA claim.

34. While Plaintiffs disagree with Defendant's contentions and maintain that their PAGA claims have merit, in reaching the settlement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

35. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiffs' and PAGA Members' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator Jeffrey Ross, Esq., who is highly experienced in mediation complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

THE VALUE OF THE PAGA CLAIM

36. To assist the Court in its review and consideration of the settlement reached in the above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided below.

37. Plaintiffs allege that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby has engaged in conduct giving rise to civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due,

failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment, failing to timely pay wages upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Specifically, Plaintiffs contend that Defendant required Plaintiffs and aggrieved employees to perform work duties off-the-clock before clocking-in and after clocking-out of their scheduled shifts and during meal periods. Further, Plaintiffs contend that Defendant failed to correctly calculate the regular rate of pay for purposes of paying overtime wages and meal premiums. Based on Plaintiffs' Counsel's investigation, the key issues for the regular rate-of pay claims are that Defendant failed to incorporate bonuses, shift differentials, and other incentive pay into the overtime rate of pay, and meal period premiums. Plaintiffs also contend that Defendant failed to provide complaint meal and rest periods to Plaintiffs and PAGA Members. Based on Plaintiffs' Counsel's investigation, the key issues for the meal and rest period claims are that Plaintiffs and PAGA Members regularly had to miss their meal and rest periods entirely, or take them late, due to the workload they were expected to complete. Plaintiffs and PAGA Members almost never received a second rest break, regardless of shift length. Plaintiffs and PAGA Members were frequently interrupted during meal and rest breaks by calls from Defendant requiring Plaintiffs and PAGA Members to tend to patients. Furthermore, Defendant required Plaintiffs and PAGA Members to sign improper on-duty meal agreements. Plaintiffs also contend that Defendants failed to reimburse Plaintiffs and PAGA Members for business expenses. Based on Plaintiffs' Counsel's investigation, the key issues for the business expense reimbursement claims are that Defendant regularly contacted Plaintiff and PAGA Members on their personal cell phones during their shifts and required them to use their personal cell phones to carry out work-related tasks, but never reimbursed them for this expense. As a result of these actions by Defendant, Plaintiffs contend that Defendant did not pay Plaintiffs and PAGA Members all compensation due to them, that meal and rest periods were non-compliant, that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Plaintiffs contend that, based on the violations described herein, the wage

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statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Furthermore, Plaintiffs contend that Defendant failed to reimburse Plaintiffs and PAGA Members for necessary business expenses for use of personal cell phones for work purposes.

38. Plaintiffs' Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that much of the workforce signed meal waivers, and/or was subject to arbitration agreements, that Defendant correctly paid regular and overtime wages for all hours worked, that Plaintiffs and PAGA Members suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendant has a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiffs' Counsel conducted a preliminary meal analysis, and it was observed that 40.3% of shifts analyzed had a recorded violation (with over 66% of shifts eligible for a meal period showing an exactly 30-minute or 60-minute recorded meal period). Plaintiffs' Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, departments, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim.

39. Plaintiffs' Counsel considered information obtained through investigations and from Plaintiffs, Defendants, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs' Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiffs having proven all elements of the claim and entitlement to civil penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

40. While Plaintiffs' Counsel disagreed with Defendants' arguments and factual

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contentions, Plaintiffs recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiffs' Counsel calculated the potential and realistic value of the PAGA claim as follows:

a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated to be $17,313,300.00 (6,550 initial violations x $50 + 169,858 subsequent violations x $100). A discount of 75% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $4,328,325.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $1,298,497.50), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $259,699.50).

b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be $43,119,500.00 (6,550 initial violations x $100 + 169,858 subsequent violations x $250). A discount of 75% was applied to account for the risks associated with Defendants' arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $10,779,875.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $2,694,968.75), and a discount of 95% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $134,748.44).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The

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potential value of civil penalties was estimated to be $17,313,300.00 6,550 initial violations x $50 + 169,858 subsequent violations x $100). A discount of 75% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $4,328,325.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $1,082,081.25), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $162,312.19).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be $17,313,300.00 (6,550 initial violations x $50 + 169,858 subsequent violations x $100). A discount of 75% was applied to account for the risks associated Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $4,328,325.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $1,731,330.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $346,266.00).

e. Failure to Timely Pay Wages During Employment and Upon Termination: Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendant failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However,

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arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendant failed to pay Plaintiff and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that he and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be $451,400.00 (4,514 violations x $100 civil penalties). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $135,420.00), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $54,168.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $10,833.60).

f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be $171,495,500.00 (6,550 initial violations x $250 + 169,858 subsequent violations x $1,000). A discount of 75% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $42,873,875.00), a discount of 75% was applied to account for the risks associated

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with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $10,718,468.75), and a discount of 95% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $535,923.44).

g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be $3,275,000.00 (6,550 aggrieved employees x $500). A discount of 75% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $818,750.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $204,687.50), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $20,468.75).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be $34,626,600.00 (6,550 initial violations x $100 + 169,858 subsequent violations x $200). A discount of 70% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $10,387,980.00), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $3,635,793.00), and a discount of 95% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $181,789.65).

41. Alternate Valuations (Per Capita Basis): The manner in which civil penalties

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could be assessed involved some uncertainty, for example, the Court could exercise its discretion to assess penalties on a per-pay-period basis or, assess penalties on a per-person (i.e. per capita) basis, or some other methodology that still factors in the statutorily-denominated dollar amounts of civil penalties at the outset. While the per-pay-period valuation set forth above would seem to indicate a best case scenario, potential amount of approximately $12,772,500, if civil penalties were assessed on a per capita basis instead, for example, in the amount of $1,950 for each of 6,550 individuals, and discounting that amount of civil penalties by 80% for risks associated with Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $2,554,500.

42. Alternate Valuations (Unstacked Basis): Another more conservative method of evaluating PAGA claims is to calculate PAGA exposure on an unstacked basis. *Merante v. American Institute for Foreign Study, Inc*. (N.D. Cal. 2022) 2022 WL 2918896, *6. Under this method, the default PAGA civil penalty of $100 per pay period is applied to each pay period. Here, there are approximately pay periods in the relevant PAGA period, which would generate an unstacked PAGA exposure of $17,640,800.00, and discounting that amount of civil penalties by 85% for risks associated with Defendant's arbitration agreements and demonstrating manageability, succeeding on the merits and establishing liability, the possibility of the Court exercising its discretion to reduce and/or assess lower penalties, and obtaining a recovery, brings the risk-adjusted value of civil penalties closer to $2,646,120.00.

43. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiffs' allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the parties elected to settle this matter. Plaintiffs' Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this

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case, which posed risks to representative adjudication and monetary recovery. Plaintiffs' Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

44. With the Employees' Portion estimated at no less than $426,172.26 the *pro rata* distribution to the estimated 6,550 PAGA Members equals an estimated average $65.06 per PAGA Member. Similarly, the $426,172.26 given the estimated 176,408 Compensable Pay Periods (based on the number of pay periods PAGA Members worked during the PAGA Period), there is an estimated average $2.42 to be paid per Compensable Pay Period.

ATTORNEYS' FEES REQUESTED BY PLAINTIFFS' COUNSEL

45. As set forth more fully in the accompanying Motion, Plaintiffs' Counsel seeks attorneys' fees in the amount of $1,200,000.00, which represents approximately forty percent (40%) of the Total Settlement Amount. Pursuant to the contingency-fee agreements entered into by and between Plaintiffs and Plaintiffs' Counsel, Plaintiffs have agreed to contingency-fees of at least forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiffs' Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the case; (3) the skill and determination that Plaintiffs' Counsel has shown; (4) the results that Plaintiffs' Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel has achieved in the case; and (6) the other cases that Plaintiffs' Counsel has turned down in order to devote its time and efforts to this case.

46. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiffs' Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **253.60 hours** performing tasks to obtain a recovery on behalf of Plaintiffs, the State of California, and the PAGA Members. Attached hereto as "**EXHIBIT 4**" is an Attorney Task and

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Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for* Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

47. The attorneys identified below have worked on this matter, and they have performed their work in this matter exclusively on a contingency basis.

Attorney	Title	Bar No	Admitted Year	Hourly Rate	Total Hours	Lodestar
Edwin Aiwazian	Chief Executive Officer	232943 (CA); 65844 (WA)	2004 (CA); 2026 (WA)	$1,795	25.60	$45,952.00
Arby Aiwazian	Senior Partner	269827 (CA); 65694 (WA)	2010 (CA); 2026 (WA)	$1,495	21.00	$31,395.00
Joanna Ghosh	Senior Partner	272479 (CA); 518149 (NY): 65285 (WA)	2010 (CA); 2013 (NY); 2026 (WA)	$1,495	4.30	$6,428.50
Elizabeth M. R-H Parker-Fawley	Partner	301592	2014	$1,195	33.10	$39,554.50
Brian J. St. John	Senior Attorney	304112	2015	$850	2.90	$2,465.00
Aliza Grossman	Senior Attorney	311067	2016	$850	9.60	$8,160.00
Hagit Goltzer	Senior Attorney	324276	2018	$850	8.20	$6,970.00
Arman Marukyan	Senior Attorney	327150	2019	$850	16.60	$14,110.00
Vartan S. Madoyan	Senior Attorney (formerly)	279015	2011	$850	0.60	$510.00
Melissa A. LeBlanc-Mansell	Senior Attorney (formerly)	283080	2012	$850	16.50	$14,025.00
Daniel Bass	Associate Attorney	287466	2012	$725	25.90	$18,777.50
Won Christina	Associate Attorney	327168	2019	$725	66.20	$47,995.00

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Chang	(formerly)					
Dominic Scarangella	Associate Attorney (formerly)	347695	2022	$575	16.50	$9,487.50
Christina Galajan	Associate Attorney (formerly)	343985	2022	$575	6.60	$3,795.00
				Total:	**253.60**	**$249,625.00**

48. Each of the attorneys identified above performed their work in this matter exclusively on a contingency basis. Plaintiff has not been billed for, and have not paid for, any of the work performed in the instant action to date by attorneys at Lawyers *for* Justice, PC (i.e., Plaintiff has not been billed for or paid the hourly rates of the various attorneys who performed work in the instant action). Lawyers *for* Justice, PC will receive compensation for the work performed by attorneys at the firm thus far, if attorneys' fees are awarded by the Court as a part of the Settlement.

49. The billing rates for each of the attorneys listed above, who worked on this matter, are reasonable, usual, and commensurate with the individual backgrounds, training, and experience of the attorneys, in litigating complex wage-and-hour actions, and in particular, employment class actions and representative actions. These rates are the reasonable and usual hourly rates for the referenced attorneys' services in wage and hour class action cases handled by Lawyers *for* Justice, PC, and are commensurate with rates charged in the community by other plaintiffs-side and defense-side attorneys in this practice area. Lawyers *for* Justice, PC almost exclusively handles the prosecution of plaintiffs' side cases. To the best of undersign counsel's knowledge, Lawyers for Justice, PC has not billed nor required any of its clients, who are usually workers who do not have the financial means to pay a retainer or otherwise fund the prosecution or litigation of their wage-and-hour cases against their current or former employers, to pay the firm for the legal work performed by attorneys at the firm (and thus, has not billed any clients using any hourly rates).

50. Coupled with the 362.3 hours (totaling $284,095.00 for their lodestar) worked by attorneys at the Aegis Law Firm, Plaintiffs' counsel have collectively worked over 615.90 hours

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for a total base lodestar of $533,720.00. Lawyers *for* Justice and the Aegis Law Firm have agreed to split the awarded attorneys' fees 50/50. Plaintiffs have provided written approval of this fee splitting agreement.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFFS' COUNSEL

51. The Settlement provides for reimbursement of litigation costs and expenses of up to $60,000.00. Plaintiffs' Counsel seeks reimbursement of $25,310.97 for litigation costs and expenses incurred in this case, including $7,959.58 for Lawyers *for* Justice as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 5**." It should be noted that Plaintiffs' Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($60,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of $34,689.03 will be part of the Net Settlement Amount.

GENERAL RELEASE FEE TO PLAINTIFFS

52. For their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides General Release Fee to Plaintiffs in the total amount of $15,000.00 each ($45,000.000 total) to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiffs have undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiffs have spent a substantial amount of time and effort discussing their employment with their counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever their counsel needed them and actively tried to obtain and provide information that would facilitate

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the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiffs to receive a General Release Fee, in addition any individual penalties payment they will receive as a PAGA Member.

NOTICE TO LWDA

53. Plaintiffs provided notice of this proposed Settlement to the LWDA. True and correct copies of the Confirmation emails for Plaintiffs Perkins and Parkers respective submissions to the LWDA are attached hereto as "**EXHIBIT 6**."

54. Plaintiffs' Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 26th day of October 2026, at Glendale, California.



Daniel Bass

LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale. California 91203

EXHIBIT 1

LAWYERS FOR JUSTICE, PC

January 18, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *COVENANT CARE CALIFORNIA, LLC*

Dear Representative:

We have been retained to represent Alexandria Perkins against Covenant Care California, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "CCC") for violations of California wage-and-hour laws. Ms. Perkins seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Perkins seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

CCC employed Ms. Perkins as an hourly-paid, non-exempt employee from approximately November 2021 to approximately April 2022, in the State of California.

The "aggrieved employees" that Ms. Perkins may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, CCC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

CCC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, completing COVID screening protocols and responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Perkins and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Perkins and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, CCC required Ms. Perkins and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. CCC also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, CCC failed to pay Ms. Perkins and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, CCC failed to pay Ms. Perkins and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, CCC did not provide Ms. Perkins and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from CCC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Perkins and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Perkins and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Perkins and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Perkins and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Perkins and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, CCC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Perkins and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

> The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

CCC failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, CCC did not provide Ms. Perkins and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, CCC failed to pay Ms. Perkins and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Perkins and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, CCC failed to pay Ms. Perkins and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Perkins and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Perkins and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CCC. These costs include, but are not limited to, the use of a personal phone for work-related tasks and the purchasing and maintenance of clothing in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Ms. Perkins seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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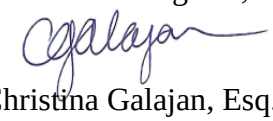
If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Christina Galajan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Covenant Care California, LLC
c/o Andrew F. Torok
Agent for Service of Process
120 Vantis Dr., Suite 200
Aliso Viejo, CA 92656

Covenant Care California, LLC
c/o Kathryn T. McGuigan
MORGAN, LEWIS, BOCKIUS LLP
Attorney
300 South Grand Avenue, 22nd Floor
Los Angeles, CA 90071

EXHIBIT 2

LAWYERS FOR JUSTICE, PC

March 9, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *COVENANT CARE CALIFORNIA, LLC; CAPITAL TRANSITIONAL CARE*

Dear Representative:

We have been retained to represent Devastasia Parker against Covenant Care California, LLC; Capital Transitional Care (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "CCC") for violations of California wage-and-hour laws. Ms. Parker seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Parker seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

CCC employed Ms. Parker as an hourly-paid, non-exempt employee from approximately April 2022 to approximately May 2022, in the State of California.

The "aggrieved employees" that Ms. Parker may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, CCC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

CCC required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, completing COVID screening protocols, arriving to work early to find parking, and responding to work-related inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Parker and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Parker and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, CCC required Ms. Parker and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. CCC also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, CCC failed to pay Ms. Parker and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, CCC failed to pay Ms. Parker and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, CCC did not provide Ms. Parker and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from CCC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Parker and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause

his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Parker and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Parker and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Parker and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Parker and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, CCC failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Parker and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, CCC did not provide Ms. Parker and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, CCC failed to pay Ms. Parker and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Parker and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, CCC failed to pay Ms. Parker and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Parker and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Parker and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by CCC. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the purchasing and maintenance of clothing in compliance with the dress code, and the purchasing and maintenance of tools, equipment, and supplies.

Therefore, on behalf of all aggrieved employees, Ms. Parker seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Christina Galajan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Covenant Care California, LLC
c/o Andrew F. Torok
Agent for Service of Process
120 Vantis Dr., Suite 200
Aliso Viejo, CA 92656

Covenant Care California, LLC
c/o Kathryn T. McGuigan
MORGAN, LEWIS, BOCKIUS LLP
Attorney
300 South Grand Avenue, 22nd Floor
Los Angeles, CA 90071

Capital Transitional Care
6821 24th St.
Sacramento, CA 95822

EXHIBIT 3

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act ("PAGA") Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Haydee Alcantar ("Plaintiff Alcantar"), Alexandria Perkins ("Plaintiff Perkins"), and Devastasia Parker ("Plaintiff Parker") (collectively, the "Plaintiffs"), for themselves and as representatives of the State of California with respect to the PAGA Group (as defined in Section 3(a)(5) below) and Covenant Care California, LLC ("Defendant Covenant Care") and Royal Care Skilled Nursing Facility, Inc. ("Defendant Royal Care") (collectively, the "Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Defendants, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff Alcantar is a former employee of Covenant Care California, LLC doing business as Royal Care Skilled Nursing Facility, Inc. Plaintiff was employed by Defendants from approximately February 2021 to approximately April 2022;

(b) Plaintiff Perkins is a former employee of Defendant Covenant Care. Plaintiff was employed by Defendant Covenant Care from approximately November 2021 to approximately April 2022;

(c) Plaintiff Parker is a former employee of Defendant Covenant Care. Plaintiff was employed by Defendant Covenant Care from approximately April 2022 to approximately May 2022;

(d) On June 1, 2022, Aegis Law Firm, PC ("Aegis"), submitted a letter on behalf of Plaintiff Alcantar to the California Labor and Workforce Development Agency ("LWDA") and Defendant Covenant Care, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff Alcantar's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, and 1198, thereby initiating LWDA Case Number LWDA-CM-886859-22 (the "*Alcantar* PAGA Notice");

(e) On June 1, 2022, Plaintiff Alcantar filed a class action complaint alleging claims against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Permit Rest Breaks; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay Wages Timely During Employment; (7) Failure to Pay all Wages Due Upon Separation of Employment; and (8) Violation of California Business and Professions Code §§ 17200, *et seq,* commencing a putative class action entitled *Haydee Alcantar v. Royal Care Skilled Nursing Facility, Inc.; Covenant Care California, LLC*, Superior Court of California for the County of Santa Clara ("Court") Case No. 22CV398814 (the "*Alcantar* Action"). On August 9, 2022, Plaintiff Alcantar filed a First Amended Complaint adding a claim for enforcement under the PAGA.

(f) On January 18, 2023, Lawyers *for* Justice, PC ("Lawyers *for* Justice" and together with Aegis, "Plaintiffs' Counsel"), submitted a letter on behalf of Plaintiff

Perkins to the LWDA and Defendant Covenant Care, to notify the LWDA and Defendants, pursuant to the PAGA of Plaintiff Perkins' intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission ("IWC") Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-930197-23 (the "*Perkins* PAGA Notice");

(g) On March 27, 2023, Plaintiff Perkins filed her Complaint for enforcement under the Private Attorneys General Act, California Labor Code § 2698, et seq. ("*Perkins* Complaint"), commencing a representative action under PAGA against Defendant Covenant Care, entitled *Alexandria Perkins v. Covenant Care California, LLC*, Superior Court of California for the County of Sacramento ("Court") Case No. 34-2023-00337015-CU-OE-GDS (the "*Perkins* Action", and together with the *Alcantar* Action, the "Actions"). The *Perkins* Complaint asserts a single cause of action for civil penalties under PAGA, and for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(h) On March 9, 2023, Lawyers *for* Justice, submitted a letter on behalf of Plaintiff Parker to the LWDA and Defendant Covenant Care, to notify the LWDA and Defendants, pursuant to PAGA of Plaintiff Parker's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and IWC Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWCA-CM-940999-23 (the "*Parker* PAGA Notice");

(i) On May 16, 2023, Plaintiff Perkins filed a First Amended Complaint for enforcement under the PAGA ("First Amended Complaint") in the *Perkins* Action, adding Plaintiff Parker as a named plaintiff in the *Perkins* Action;

(j) On April 13, 2023, Plaintiff Alcantar filed a Third Amended Complaint, alleging a single claim for enforcement of California Labor Code § 2698 *et seq.* ("*Alcantar* Complaint"). The putative class claims that had been asserted in the *Alcantar* Action were dismissed without prejudice and the *Alcantar* Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable IWC Wage Orders;

(k) In order to effectuate the terms of the Settlement, Plaintiffs agree to file a Second Amended Complaint in the *Perkins* Action to add Plaintiff Alcantar as a named plaintiff and incorporate her PAGA cause of action into the *Perkins* Action. Upon the filing of the contemplated Second Amended Complaint, it shall be the "Operative Complaint" for this settlement. If this Settlement is not approved or Defendants withdraw from this Settlement, and the Parties are unable to reach an agreement after good-faith efforts are exhausted, Plaintiffs will dismiss Plaintiff Alcantar from the *Perkins* Action and Plaintiff Alcantar's claims will revert to the *Alcantar* Action, which will proceed separately from the Perkins Action;

(l) Plaintiff Alcantar agrees to dismiss the *Alcantar* Action with prejudice and withdraw her claims pending in arbitration, JAMS Case No. 1200060475 within five (5) business days of the effective date of the settlement;

(m) On April 16, 2024, the Parties mediated the Actions with Jeffrey Ross, Esq. and, while the matter did not settle at the mediation, the Parties agreed to and engaged in continued settlement negotiations, and with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Actions in their entirety;

(n) There has been no determination on the merits of the Actions. In order to avoid additional costs and the uncertainty of litigation, the Parties desire to resolve the Actions and Released Claims pursuant to the terms of the settlement reached by the Parties (as defined in Section 8(a) below).

(o) Unless otherwise specified herein, all citations and references to the PAGA are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Actions and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the *Alcantar* PAGA Notice*, Perkins* PAGA Notice*, and Parker* PAGA Notice (collectively, "PAGA Notices") were all submitted to the LWDA before June 19, 2024.

2. **No Admission of Wrongdoing**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties (as defined herein) of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration**.

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Three Million Dollars and Zero Cents ($3,000,000.00) ("Total Settlement Amount") to resolve the Actions and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys' fees in the amount of Forty Percent (40%) of the Total Settlement Amount, which is One Million Two Hundred Thousand Dollars and Zero Cents ($1,200,000.00) ("Attorneys' Fees Payment") and reimbursement of litigation costs and expenses incurred in the Action in the amount of up to Sixty Thousand Dollars and Zero Cents ($60,000.00) ("Litigation Costs and Expenses Payment") (collectively, "Attorneys' Fees and Costs Payment") to Plaintiffs' Counsel, which Defendants will not contest, subject to Court approval.

(2) A general release fee of up to the amount of Fifteen Thousand Dollars and Zero Cents ($15,000.00) ("General Release Fee") to each of the named Plaintiffs, which Defendants will not contest, subject to Court approval.

(3) Costs and expenses of administration of the Settlement up to the amount of twenty-five thousand dollars ($25,000.00) ("Settlement Administration Costs") to ILYM Group, Inc. (the "PAGA Settlement Administrator"), subject to Court approval.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent

(25%) will be distributed to all current and former hourly-paid, non-exempt employees of either of the Defendants who worked in California at any time during the PAGA Period (the "PAGA Group" or "PAGA Members"). The period June 1, 2021 through November 30, 2024 is the "PAGA Period." Twenty-five percent (25%) of the Net Settlement Amount will be distributed to the PAGA Members; this portion of the Net Settlement Amount that is payable to PAGA Members is referred to as the "Employees' Portion."

(6) The Total Settlement Amount shall be funded by Defendants in twelve (12) equal installments, in accordance with the following schedule:

i. Installment Payment 1: $250,000.00 paid on or before the thirtieth (30) day following the Court's order approving the Settlement Agreement ("Installment Payment 1").
ii. Installment Payment 2: $250,000.00 paid out on the first of the month following sixty (60) days following the Court's order approving the Settlement Agreement ("Installment Payment 2").
iii. Installment Payment 3: $250,000.00 paid out on the first of the month following ninety (90) days following the Court's order approving the Settlement Agreement ("Installment Payment 3").
iv. Installment Payment 4: $250,000.00 paid out on the first of the month following one hundred and twenty (120) days following the Court's order approving the Settlement Agreement ("Installment Payment 4").
v. Installment Payment 5: $250,000.00 paid out on the first of the month following one hundred and fifty (150) days following the Court's order approving the Settlement Agreement ("Installment Payment 5").
vi. Installment Payment 6: $250,000.00 paid out on the first of the month following one hundred and eighty (180) days following the Court's order approving the Settlement Agreement ("Installment Payment 6").
vii. Installment Payment 7: $250,000.00 paid out on the first of the month following two hundred and ten (210) days following the Court's order approving the Settlement Agreement ("Installment Payment 7").
viii. Installment Payment 8: $250,000.00 paid out on the first of the month following two hundred and forty (240) days following the Court's order approving the Settlement Agreement ("Installment Payment 8").
ix. Installment Payment 9: $250,000.00 paid out on the first of the month following two hundred and seventy (270) days following the Court's order approving the Settlement Agreement ("Installment Payment 9").
x. Installment Payment 10: $250,000.00 paid out on the first of the month following three hundred (300) days following the Court's order approving the Settlement Agreement ("Installment Payment 10").

xi. Installment Payment 11: $250,000.00 paid out on the first of the month following three hundred and thirty (330) days following the Court's order approving the Settlement Agreement ("Installment Payment 11").

xii. Installment Payment 12: $250,000.00 paid out on the first of the month following three hundred and sixty (360) days following the Court's order approving the Settlement Agreement ("Installment Payment 12").

(b) Defendants estimate that there are approximately 6,550 individuals who are PAGA Members, and worked approximately 176,408 Compensable Pay Periods, as defined below, during the PAGA Period.

(c) Because this is a settlement of PAGA civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fees, and the Net Settlement Amount to be paid to the LWDA and PAGA Members as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiffs understand and agree that the State of California and PAGA Members, including Plaintiffs, would not receive the consideration specified in Section 3(a) above, except for Plaintiffs' execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 4 above, Defendants shall remit payments, in accordance with the installment payment schedule herein, to the PAGA Settlement Administrator to fund the entire Total Settlement Amount, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will so notify the Parties.

6. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Actions to implement the settlement and terminate the Actions pursuant to settlement (i.e., to terminate the Actions by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take

all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Kathryn T. McGuigan and Hailey A. Phelan of Morgan, Lewis & Bockius LLP (together, "Defendants' Counsel") for review; Defendants' Counsel will be given at least a calendar week to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Actions and/or close the Actions based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Sections 3(a) above shall be made by Defendants by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement commencing after the Court's entry of an order granting approval of this Settlement Agreement. If the date by which payment by Defendants is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each PAGA Member will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between June 1, 2021 through November 30, 2024 ("Compensable Pay Periods"), which will be calculated by the PAGA Settlement Administrator, based on Defendants' payroll records included in the PAGA Member List, by counting the number of paychecks issued to each PAGA Member, eliminating all but one check issued in a pay period, if more than one paycheck was issued in the same pay period. Specifically, to calculate each PAGA Member's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each PAGA Member, divide the number of Compensable Pay Periods they individually worked by the total aggregate number of Compensable Pay Periods worked by all PAGA Members, and then (ii) multiply this amount by the Employees' Portion to arrive at each PAGA Member's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. PAGA Members' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties

and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all PAGA Members (the "PAGA Members List"), containing the following information for each PAGA Member: (i) last known first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) start and end dates of work as a current and former hourly-paid, non-exempt employee of Covenant Care California, LLC or Royal Care Skilled Nursing Facility, Inc. in California during the PAGA Period; (vi) paycheck issuance records during the PAGA Period; and (vii) such other information as is necessary for the PAGA Settlement Administrator to calculate the Compensable Pay Periods counts.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the PAGA Members List, and update addresses for PAGA Members to the extent updated addresses are located through the NCOA search at least one (1) week prior to mailing, and no earlier than one (1) month prior to mailing, the below-referenced PAGA Settlement Package.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Members List and Installment Payment 2, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all PAGA Members by first-class United States mail. If the Court reduces the Attorneys' Fees Payment, or otherwise increases the Net Settlement Amount, resulting in an increase to the Individual Settlement Shares in an amount greater than is available for distribution after Installment Payment 2, distribution of the Individual Settlement Shares will instead occur at the soonest time thereafter, when there are sufficient funds in the qualified settlement account to pay the Individual Settlement Shares in full. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the PAGA Member at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package if an alternate address is located as a result of the skip trace.

(4) The Individual Settlement Share checks issued to PAGA Members shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the PAGA Member(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Members List and Installment Payment 7, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA. If the Court reduces the Attorneys' Fees Payment, or otherwise increases the Net Settlement Amount, resulting in an increase to the LWDA Payment in an amount greater than is available for distribution after Installment Payment 7, distribution of the Individual Settlement Shares will instead occur at the soonest time thereafter, when there are sufficient funds in the qualified settlement account to pay the LWDA Payment in full.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Members List and Installment Payment 12,, the PAGA

Settlement Administrator shall transmit the Attorneys' Fees and Costs Payments to Plaintiffs' Counsel, unless at the request of Plaintiffs' Counsel, the PAGA Settlement Administrator is instructed to delay transmitting payment and/or to purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles on behalf of Plaintiffs' Counsel, and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Member List and Installment Payment 2, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiffs. If the Court reduces the Attorneys' Fees Payment, or otherwise increases the Net Settlement Amount, resulting in an increase to the Individual Settlement Shares in an amount greater than is available for distribution after Installment Payment 2, distribution of the General Release Fee and Individual Settlement Shares will instead occur at the soonest time thereafter, when there are sufficient funds in the qualified settlement account to pay the General Release Fee and Individual Settlement Shares in full.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Member List and Installment Payment 11, the PAGA Settlement Administrator shall transmit 50% of the Settlement Administration Costs to itself, but only after the PAGA Settlement Packages have been mailed to all PAGA Members. No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the PAGA Member List and Installment Payment 12, the PAGA Settlement Administrator shall transmit the remaining 50% of the Settlement Administration Costs to itself, but only after the PAGA Settlement Packages have been mailed to all PAGA Members.

8. **Release of Claims by Plaintiffs, PAGA Group, and the State of California**.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to PAGA Members, will be deemed to have knowingly and voluntarily released and forever discharged Defendant Covenant Care California, LLC, Defendant Royal Care Skilled Nursing Facility, Inc., and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq*. ("PAGA") as well as any interest, fees, and costs available under PAGA, that were alleged or that could have been alleged based on the factual allegations in the Operative Complaint and the PAGA Notices (including attachments to those notices) including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 512(a), 551, 552, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs have or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs' employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

9. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, then, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement,

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the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

10. **Amendment**. This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Actions, including with respect to California Code of Civil Procedure section 583.310 *et seq.*, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Jeffrey Ross, Esq. and thereafter, additional negotiations among themselves. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If any Party fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 2/13/2026 | 9:16 AM PST, 2026

Signed by:
Haydee Alcantar
50267EA3150B4EA...

Haydee Alcantar
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Date: 02/17/2026 ,2026

Electronically Signed 2026-02-17 22:40:02 UTC - 72.159.157.87
Nintex AssureSign® 46b5200f-5259-4287-8f55-b3f40166f61e

Alexandria Perkins
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Date: _____,2026

Devastasia Parker
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

COVENANT CARE CALIFORNIA, LLC

Date: _____, 2026

Andrew F. Torok
General Counsel

ROYAL CARE SKILLED NURSING FACILITY, INC.

Date: _____, 2026

Andrew F. Torok
General Counsel

Approved as to form and content.

AEGIS LAW FIRM, PC

Date: _____, 2026

Kashif Haque
Carolyn M. Bell
Attorneys for Plaintiff Haydee Alcantar

LAWYERS *FOR* JUSTICE, PC

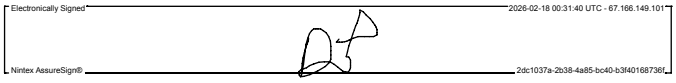
Date: _____, 2026

Edwin Aiwazian
Joanna Ghosh
Attorneys for Plaintiffs Alexandria Perkins and Devastasia Parker

Date: _____,2026

Alexandria Perkins
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Date: 02/17/2026 ,2026



Devastasia Parker
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

COVENANT CARE CALIFORNIA, LLC

Date: _____, 2026

Andrew F. Torok
General Counsel

ROYAL CARE SKILLED NURSING FACILITY, INC.

Date: _____, 2026

Andrew F. Torok
General Counsel

Approved as to form and content.

AEGIS LAW FIRM, PC

Date: _____, 2026

Kashif Haque
Carolyn M. Bell
Attorneys for Plaintiff Haydee Alcantar

LAWYERS *FOR* JUSTICE, PC

Date: March 30, 2026 *Daniel Bass for*

Edwin Aiwazian
Joanna Ghosh
Attorneys for Plaintiffs Alexandria Perkins and Devastasia Parker

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Date: _____,2026

_____
Alexandria Perkins
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Date: _____,2026

_____
Devastasia Parker
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

COVENANT CARE CALIFORNIA, LLC

Date: March 17, 2026

Signed by:
Andrew Torok
07DD5BB6083C4C2...

_____
Andrew F. Torok
General Counsel

ROYAL CARE SKILLED NURSING FACILITY, INC.

Date: March 17, 2026

Signed by:
Andrew Torok
07DD5BB6083C4C2...

_____
Andrew F. Torok
General Counsel

Approved as to form and content.

AEGIS LAW FIRM, PC

Date: _____, 2026

_____
Kashif Haque
Carolyn M. Bell
Attorneys for Plaintiff Haydee Alcantar

LAWYERS *FOR* JUSTICE, PC

Date: _____, 2026

_____
Edwin Aiwazian
Joanna Ghosh
Attorneys for Plaintiffs Alexandria Perkins and Devastasia Parker

Docusign Envelope ID: FDCCB275-D114-477C-A609-F6A4B69A2955

Date: _____,2026

_____
Alexandria Perkins
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Date: _____,2026

_____
Devastasia Parker
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

COVENANT CARE CALIFORNIA, LLC

Date: _____, 2026

_____
Andrew F. Torok
General Counsel

ROYAL CARE SKILLED NURSING FACILITY, INC.

Date: _____, 2026

_____
Andrew F. Torok
General Counsel

Approved as to form and content.

AEGIS LAW FIRM, PC

Date: February 13, 2026

_____
Kashif Haque
Carolyn M. Bell
Attorneys for Plaintiff Haydee Alcantar

LAWYERS *FOR* JUSTICE, PC

Date: _____, 2026

_____
Edwin Aiwazian
Joanna Ghosh
Attorneys for Plaintiffs Alexandria Perkins and Devastasia Parker

LEECH TISHMAN

Date: March 30, 2026



Kathryn T. McGuigan
Attorneys for Defendants

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Alexandria Perkins, et al. v. Covenant Care California, LLC, et al.*, Sacramento Superior Court Case No. 34-2023-00337015-CU-OE-GDS

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

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Alexandria Perkins, et al. v. Covenant Care California, LLC, et al.*, Sacramento Superior Court Case No. 34-2023-00337015-CU-OE-GDS (the "Action").

On June 1, 2022 Plaintiff Haydee Alcantar ("Plaintiff Alcantar") submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to the California Private Attorneys General Act, California Labor Code section 2698 *et. seq.* ("PAGA"), to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, and 1198, thereby initiating LWDA Case Number LWDA-CM-886859-22 (the "*Alcantar* PAGA Notice").

On January 18, 2023, Plaintiff Alexandra Perkins ("Plaintiff Perkins") submitted a letter to the LWDA, pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-930197-23 (the "*Perkins* PAGA Notice"). On March 9, 2023, Plaintiff Devastasia Parker ("Plaintiff Parker") submitted a letter to the LWDA pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWCA-CM-940999-23 (the "*Parker* PAGA Notice"). Collectively, the *Alcantar* PAGA Notice, *Perkins* PAGA Notice, and *Parker* PAGA Notice are referred to as the "PAGA Notices."

Plaintiff Alcantar commenced her own lawsuit on June 1, 2022 in Santa Clara County Superior Court. Plaintiff Perkins commenced her own lawsuit on March 27, 2023 in Sacramento County Superior Court, and eventually filed an first amended complaint on May 16, 2023, adding Plaintiff Parker as a named plaintiff in the *Perkins* Complaint. On ____, Plaintiff Perkins filed a Second Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), adding Plaintiff Alcantar as a named plaintiff in the *Perkins* Action. The Operative Complaint alleges a single cause of action for civil penalties under PAGA.

Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiffs' allegations.

A settlement was reached between Plaintiffs and Defendants Covenant Care California, LLC and Royal Care Skilled Nursing Facility, Inc. (together, "Defendants").

On << Date>>, the Court entered the order approving the Settlement Agreement, thereby ordering that the Net Settlement Amount be paid 75% to the LWDA and 25% to all current and former hourly-paid, non-exempt employees of Defendants who worked in California at any time during the PAGA Period (collectively, the "PAGA Members"). The period June 1, 2021 to November 30, 2024 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as a PAGA Member. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, upon the date the Court entered the order approving the Settlement Agreement and full funding of the Total Settlement Agreement, Plaintiffs and the State of California with respect to PAGA Members fully released and forever discharged Released Parties of any and all Released Claims.

"Released Parties" means Defendant Covenant Care California, LLC, Defendant Royal Care Skilled Nursing Facility, Inc., and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, that were alleged or that could have been alleged based on the factual allegations in the

Operative Complaint and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon separation, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 551, 552, 558, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 4

ALEXANDRIA PERKINS, ET AL. V. COVENANT CARE CALIFORNIA, LLC
Sacramento County Superior Court Case No. 34-2023-00337015-CU-OE-GDS ("State Action")
California Court of Appeal, Third Appellate District, Case No. C103144 ("Appellate Action")

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS *for* JUSTICE, PC
Investigation and Research / Due Diligence	
Meet, Communicate, and/or Review Communication with Plaintiff Alexandria Perkins ("Plaintiff Perkins")	17.50
Meet, Communicate, and/or Review Communication with Plaintiff Devastasia Parker ("Plaintiff Parker")	11.50
Investigate, Communicate with, Interview, and/or Review Communication with Aggrieved Employees and/or Percipient Witnesses	4.90
Review and Analyze Court Filings in *Haydee Alcantar v. Royal Care Skilled Nursing Facility, Inc., et al.*, Santa Clara County Superior Court, Case No. 22CV398814	2.20
Pleadings and Court Filings	
Investigate the Merits of Plaintiff Perkins' Private Attorneys General Act ("PAGA") Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff Perkins' Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on March 27, 2023) (State Action)	7.50
Review Court's Notice of Case Management Conference and Order to Appear (filed on March 29, 2023) (State Action)	0.10
Draft, Review, and/or Revise Plaintiff Perkins and Plaintiff Parker's First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on May 16, 2023) (State Action)	3.70

Review Court's Minute Order Re: Complex Determination (filed on June 5, 2023) (State Action)	0.10
Review and Analyze Defendant Covenant Care California, LLC's ("Defendant") Answer to Plaintiff Perkins' Complaint (served on June 20, 2023), and Research Affirmative Defenses in Defendant's Answer (State Action)	1.60
Draft, Review, and/or Revise Plaintiff Perkins' Notice of Posting Jury Fees (filed on September 6, 2023) (State Action)	0.10
Draft, Review, and/or Revise Plaintiff Perkins' Notice of Related Case (filed on October 17, 2023) (State Action)	0.30
Review Defendant's Notice of Related Case (served on December 4, 2023) (State Action)	0.20
Review Court's Notice of Disclosure (filed on December 18, 2023) (State Action)	0.20
Draft, Review, and/or Revise Plaintiff Perkins and Plaintiff Parker's Case Management Statement (filed on January 18, 2024) (State Action)	0.90
Review Defendant's Case Management Statement (served on January 18, 2024) (State Action)	0.40
Review Court's Tentative Ruling Re: Case Management Conference (issued on February 1, 2024) (State Action)	0.10
Review Court's Minute Order Re: Case Management Conference (filed on February 2, 2024) (State Action)	0.10
Review Court's Minute Order Re: Complex Determination and Notice of Case Reassignment (filed on May 21, 2024) (State Action)	0.30
Draft, Review, and/or Revise Plaintiff Perkins and Plaintiff Parker's Notice of Posting Complex Fees (filed on May 30, 2024) (State Action)	0.10
Draft, Review, and/or Revise Plaintiff Perkins and Plaintiff Parker's Notice of Change of Address or Other Contact Information (filed on January 30, 2025) (State Action)	0.20
Review Defendant's Notice of Appeal (served on February 11, 2025) (State Action)	0.80

Review Court's Notice of Filing Notice of Appeal Unlimited Civil (filed on February 18, 2025) (State Action)	0.10
Review Court's Letter to Appellant Re: Civil Case Information Statement and Civil Appeal Mediation Statement, Letter to Appellant Re: Deadline to Pay Filing Fee, and Letter to Respondents Re: Civil Appeal Mediation Statement (filed on February 24, 2025) (Appellate Action)	0.40
Review Defendant's Notice of Association of Attorneys (served on February 24, 2025) (Appellate Action)	0.10
Review Defendant's Civil Case Information Statement and Appellant's Civil Appeal Mediation Statement (served on March 11, 2025) (Appellate Action)	0.70
Draft, Review, and/or Revise Respondents' Civil Appeal Mediation Statement (filed on March 21, 2025) (Appellate Action)	0.30
Review Court's Order Determining Case Is Not Suitable for Mediation (filed on April 4, 2025) (Appellate Action)	0.20
Review Defendant's Notice Designating Record on Appeal (Unlimited Civil Case) (served on April 30, 2025) (State Action)	0.30
Review Court's Notice of Filing of Designation and Notice to Reporters to Prepare Transcripts, and Stipulation and Appointment of Official Reporter Pro Tempore (filed on July 15, 2025) (State Action)	0.40
Review Court's Letter to Appellant Re: Reporter's Transcript Filed (filed on September 10, 2025) (Appellate Action)	0.10
Review Defendant's Request for Dismissal of Appeal (Civil Case) (served on October 20, 2025) (Appellate Action)	0.10
Review Court's Order Dismissing Appeal and Remittitur to Trial Court Clerk (filed on October 30, 2025) (Appellate Action)	0.20
Review Defendant's Substitution of Attorney (served on May 13, 2026) (State Action)	0.20

Appearances	
Prepare for and Remotely Attend Hearing on Defendant's Motion to Compel Arbitration and Stay Judicial Proceedings (December 13, 2024) (State Action)	3.50
Discovery and Deposition	
Draft, Review, and/or Revise Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Perkins (served on October 5, 2022)	1.60
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Perkins (served on November 22, 2022)	3.50
Draft, Review, and/or Revise Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Parker (served on November 22, 2022)	1.60
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Parker (served on December 22, 2022)	2.60
Draft, Review, and/or Revise Plaintiff Perkins' Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Organizational Structure) (noticed for November 27, 2023) (served on October 27, 2023) (State Action)	1.20
Draft, Review, and/or Revise Plaintiff Perkins' Notice of Deposition of Person Most Knowledgeable at Defendant and Requests for Production of Documents (Wage and Hour Practices) (noticed for November 28, 2023) (served on October 27, 2023) (State Action)	1.40
Draft, Review, and/or Revise Plaintiff Perkins' Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on October 27, 2023) (State Action)	4.50
Letters and Correspondence	
Research, Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Perkins under the Private Attorneys General Act (served on January 18, 2023)	4.50

Research, Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Parker under the Private Attorneys General Act (served on March 9, 2023)	3.50
Meet with, Draft Correspondence to, Respond to Correspondence from, and/or Review Correspondence with, Defendant's Counsel	14.80
Meet with, Draft Correspondence to, Respond to Correspondence from, and/or Review Correspondence with, Other Plaintiff's Counsel	6.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendant, and Other Sources Prior to Mediation	32.50
Prepare for Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support Thereof, and Performing Penalties Analysis and Calculations (submitted on April 15, 2024)	16.50
Attend Mediation Session (April 16, 2024; Zoom Video Conference)	22.50
Engage in Additional Settlement-Related Discussions (April 2024 – February 2025)	6.10
Draft, Review, Revise, Negotiate, and/or Finalize Memorandum of Understanding Re: PAGA Representative Action Settlement (executed on July 28, 2025)	5.50
Draft, Review, Revise, Negotiate, and/or Finalize Private Attorneys General Act Settlement Agreement and Release (executed on March 30, 2026), and Draft, Review, and/or Revise Cover Letter	10.30
Law and Motion	
Review and Analyze Defendant's Notice of Motion and Motion to Compel Arbitration and Stay Judicial Proceedings, Memorandum of Points and Authorities in Support Thereof, Declaration of Matthew M. Arnold in Support Thereof, Declaration of Cynthia Hopkins in Support Thereof, and [Proposed] Order Thereon (served on December 19, 2023) (State Action)	2.50
Review Defendant's Letter Re: Request for Continuance of Motion to Compel Arbitration (served on January 18, 2024) (State Action)	0.20

Review Court's Order Granting Letter Re: Request for Continuance of Motion to Compel Arbitration (filed on January 19, 2024) (State Action)	0.20
Review Defendant's Letter Re: Request for Continuance of Motion to Compel Arbitration (served on March 12, 2024) (State Action)	0.20
Review Court's Order Granting Letter Re: Request for Continuance of Motion to Compel Arbitration (filed on March 12, 2024) (State Action)	0.20
Review Defendant's Letter Re: Request for Continuance of Motion to Compel Arbitration (served on April 15, 2024) (State Action)	0.20
Review Court's Order Granting Letter Re: Request for Continuance of Motion to Compel Arbitration (filed on April 15, 2024) (State Action)	0.20
Research, Draft, Review, and/or Revise Plaintiff Perkins and Plaintiff Parker's Opposition to Defendant's Motion to Compel Arbitration and Stay Judicial Proceedings, Objections to Defendant's Evidence, Declaration of Plaintiff Perkins in Support Thereof, Declaration of Plaintiff Parker in Support Thereof, and [Proposed] Order Denying Motion to Compel Arbitration (filed on May 16, 2024) (State Action)	19.50
Review and Analyze Defendant's Reply in Support of Motion to Compel Arbitration and Stay Judicial Proceedings and Response to Plaintiff's Objections to Evidence (served on May 22, 2024) (State Action)	2.30
Review Defendant's Notice of Continued Motion and Motion to Compel Arbitration and Stay Judicial Proceedings (served on June 6, 2024) (State Action)	0.20
Review Defendant's Letter Re: Request for Continuance of Motion to Compel Arbitration (served on August 15, 2024) (State Action)	0.20
Review Court's Tentative Ruling Re: Hearing on Motion to Compel Arbitration (issued on August 22, 2024) (State Action)	0.20
Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration (filed on August 23, 2024) (State Action)	0.20
Review Court's Tentative Ruling Re: Hearing on Motion to Compel Arbitration (issued on October 31, 2024) (State Action)	0.20

Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration (filed on November 1, 2024) (State Action)	0.20
Research, Draft, Review, and/or Revise Plaintiff Perkins and Plaintiff Parker's Supplemental Opposition to Defendant's Motion to Compel Arbitration and Stay Judicial Proceedings (filed on November 8, 2024) (State Action)	6.20
Review and Analyze Defendant's Supplemental Reply in Support of Motion to Compel Arbitration and Stay Judicial Proceedings (served on November 18, 2024) (State Action)	1.80
Review Court's Tentative Ruling Re: Hearing on Motion to Compel Arbitration (issued on December 12, 2024) (State Action)	0.80
Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration (filed on December 13, 2024) (State Action)	0.20
Draft, Review, and/or Revise Plaintiff Perkins and Plaintiff Parker's Notice of Ruling Regarding Defendant's Motion to Compel Arbitration and Stay Judicial Proceedings (filed on December 17, 2024) (State Action)	0.30
Review Defendant's Request for Statement of Decision on Motion to Compel Arbitration and Proposals for the Statement of Decision (served on December 23, 2024) (State Action)	0.40
Review Court's (Proposed) Statement of Decision (filed on January 10, 2025) (State Action)	0.60
Review Court's Amended (Proposed) Statement of Decision (filed on January 13, 2025) (State Action)	1.10
Review Defendant's Objections to Proposed Statement of Decision on Motion to Compel Arbitration (served on January 24, 2025) (State Action)	0.80
Review Court's Statement of Decision (filed on January 31, 2025) (State Action)	0.70
Review Defendant's Objections to Statement of Decision on Motion to Compel Arbitration (served on February 6, 2025) (State Action)	0.60
Review Court's Minute Order Re: Order Re Defendant's Objections to Statement of Decision (filed on February 7, 2025) (State Action)	0.40

Review Declaration of Jessica L. Campbell and Declaration of Plaintiff Haydee Alcantar, and Research, Draft, Review, and/or Revise Plaintiffs' Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs Payment, General Release Fee, and Settlement Administration Costs; Memorandum of Points and Authorities in Support Thereof, Declaration of Daniel Bass in Support Thereof, Declaration of Plaintiff Perkins in Support Thereof, Declaration of Plaintiff Parker in Support Thereof, and [Proposed] Order and Judgment (State Action)	14.50
Total Hours:	253.60

EXHIBIT 5

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Perkins vs. Covenant Care California LLC (PAGA)

Date	Payee	Expense Description	Amount
10/5/2022	U.S. Postmaster	Postage	$23.55
1/14/2023	General Logistics Systems US, Inc.	Courier Service	$17.99
1/18/2023	U.S. Postmaster	Postage	$16.18
1/18/2023	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
3/9/2023	U.S. Postmaster	Postage	$25.02
3/9/2023	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
3/27/2023	Legal Document Server, Inc.	Attorney Service	$174.36
3/27/2023	Sacramento Superior Court	Complaint Filing Fee	$435.00
5/16/2023	Legal Document Server, Inc.	Attorney Service	$125.00
5/19/2023	Legal Document Server, Inc.	Attorney Service	$125.00
9/6/2023	Legal Document Server, Inc.	Attorney Service	$135.43
9/6/2023	Sacramento Superior Court	Jury Fee	$150.00
10/17/2023	Legal Document Server, Inc.	Attorney Service	$125.00
10/30/2023	General Logistics Systems US, Inc.	Courier Service	$32.12
1/19/2024	Legal Document Server, Inc.	Attorney Service	$14.90
3/27/2024	Jeffrey A. Ross	Mediation Fee	$6,250.00
4/1/2024	General Logistics Systems US, Inc.	Courier Service	$27.51
5/17/2024	Legal Document Server, Inc.	Attorney Service	$14.90
5/31/2024	Legal Document Server, Inc.	Attorney Service	$14.90
11/8/2024	Legal Document Server, Inc.	Attorney Service	$15.45
12/17/2024	Legal Document Server, Inc.	Attorney Service	$15.45
1/2/2025	General Logistics Systems US, Inc.	Courier Service	$44.87
1/30/2025	Legal Document Server, Inc.	Attorney Service	$16.45
3/21/2025	True Filing	Attorney Service	$10.50
		Total:	$7,959.58

EXHIBIT 6

Gmail

Andy Hernandez <andy@calljustice.com>

Thank you for your Proposed Settlement Submission

no-reply@formassembly.com <no-reply@formassembly.com> Mon, Oct 26, 2026 at 4:43 PM
To: andy@calljustice.com

10/26/2026 04:43:06 PM

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

Item submitted: Proposed Settlement

On 10/26/2026 04:43:06 PM your Proposed Settlement was successfully processed for case number LWDA-CM-930197-23

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: https://protect.checkpoint.com/v2/r01/___http://labor.ca.gov/Private_Attorneys_General_Act.htm___.YzJ1Omxhd3llcnNmb3JqdXN0aWNlOmM6Zzo1ZWFlZTFjODI2NGNlZTU2ZjQ3ZGE3NDc3N2RjYzM4Nzo3OmU5ZDU6OTNjMzQ0YjYxNzJkZTc4ZTk2NmU2ODlhN2YyNWVjMDI5N2Q4NDEwNjFjOTE4ODE3ZTE2MzhjMjBkMTk4NWQ0NTpwOlQ6Rg

Gmail

Andy Hernandez <andy@calljustice.com>

Thank you for your Proposed Settlement Submission

no-reply@formassembly.com <no-reply@formassembly.com> Mon, Oct 26, 2026 at 5:13 PM
To: andy@calljustice.com

10/26/2026 05:13:16 PM

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

Item submitted: Proposed Settlement

On 10/26/2026 05:13:16 PM your Proposed Settlement was successfully processed for case number LWDA-CM-940999-23

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: https://protect.checkpoint.com/v2/r01/___http://labor.ca.gov/Private_Attorneys_General_Act.htm___.YzJ1Omxhd3llcnNmb3JqdXN0aWNlOmM6Zzo5NGE3NWJhZjA1NGZmZTc3NWUyMzk2NjBkNDBjZDQ5OTo3OmM2MzA6NjY2NGQyZGY2NzkzYzBiMTM4NjUxNDU0ZDZhYTkzNDgyNDFmYWVjN2U2ZTU0YjJhZTE5MGU3Y2NiODY1MTNiMTpwOlQ6Rg