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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

**[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 ADMINISTRATION COSTS**

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

This matter has come before the Honorable Jill H. Talley in Department 8A of the Superior Court of the State of California, for the County of Sacramento, on November 20, 2026 at 9:00 a.m., on Plaintiffs Alexandria Perkins, Devastasia Parker, and Haydee Alcantar's (together, the "Plaintiffs") Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Release and Award of Attorneys' Fees and Costs Payment, General Release Fee, and Settlement Administration Costs ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC appeared for Plaintiffs Perkins and Parker, Aegis Law Firm, PC appeared for Plaintiff Alcantar, and Leech Tishman Nelson Hardiman appeared for Defendant Covenant Care California LLC and Royal Care Skilled Nursing Facility, Inc. ("Defendants").

On or around March 30, 2026, Plaintiffs and Defendant (together, the "Parties") executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Settlement Agreement," or "Agreement").

The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the Declarations of Plaintiff's Counsel Daniel Bass and Plaintiffs Alexandria Perkins, Devastasia Parker and Haydee Alcantar, and (3) the Settlement Agreement.

Having duly considered the Parties' papers and oral argument, and good cause appearing,

**IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

1. The Motion for Approval of Settlement is granted.

2. All terms used herein shall have the same meaning defined in the Settlement Agreement.

3. Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-captioned action was filed prior to June 19, 2024.

4. The Court hereby grants Plaintiff leave to file the [Proposed] Second Amended Complaint for Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, Et Seq. ("Second Amended Complaint") which is attached hereto as "**EXHIBIT A**." The Second Amended Complaint shall be deemed filed as of the date of the entry of this Order, and shall be the operative complaint in the Action

for purposes of Settlement, including the release of claims.

5. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, *et seq*.) ("PAGA"), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

6. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action (the "Action").

7. The Settlement pertains to the following aggrieved employees:

> All current and former hourly-paid, non-exempt employees of either of the Defendants who worked in California during the PAGA Period. ("PAGA Member(s)").

8. The Court finds that the Parties reached the Settlement as a result of arm's-length negotiations.

9. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement Amount shall be the Total Settlement Amount ($3,000,000.00) less the approved Attorneys' Fees and Costs Payment to Lawyers *for* Justice, PC and Aegis Law Firm, PC ("Plaintiffs' Counsel"), General Release Fee to Plaintiffs, and Settlement Administration Costs to ILYM Group, Inc. (the "PAGA Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the PAGA Members ("Employees' Portion") in accordance with this Order and Judgment and the Settlement Agreement.

10. The Court has considered the Settlement, and the monetary allocations provided thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement Administrator to administer the Settlement and to make the payments as provided for by, and consistent with, this Order and Judgment and the Settlement Agreement.

11. The Court approves the payment of $1,200,000.00 to Plaintiffs' Counsel for attorneys' fees. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves the payment of $25,310.97 to Plaintiffs' Counsel for reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves payment in the amount of $15,000.00 each to Plaintiffs Alexandria Perkins, Devastasia Parker, and Haydee Alcantar, for a total of $45,000.00, for their General Release Fee. These amounts shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

14. The Court approves payment up to the amount of $25,000.00 to ILYM Group, Inc. for the Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

15. The Parties are directed to perform in accordance with the terms set forth in this Order and Judgment and the Settlement Agreement.

16. The Court further finds that notice of the Settlement need not be provided to the PAGA Members; however, the Court approves the Cover Letter, attached hereto as "**EXHIBIT B**," and the PAGA Settlement Administrator shall distribute the Cover Letter to the PAGA Members at the same time that it distributes payments to PAGA Members for their share of the Employees' Portion ("Individual Settlement Share(s)").

17. No later than seven (7) calendar days after the date of this Order and Judgment, Defendant will provide the PAGA Settlement Administrator with the PAGA Member List, in accordance with this Order and Judgment and the Settlement Agreement.

18. Following the date of this Order and Judgment, Defendant shall deposit the Total Settlement Amount into a qualified settlement account established by the PAGA Settlement Administrator for administration of the Settlement in twelve (12) installment payments of $250,000.00 each ("Installment Payments 1-12"), for a total of $3,000,000.00, in accordance with this Order and Judgment and the Settlement Agreement.

19. No later than fourteen (14) calendar days after receipt of the PAGA Member List, and Installment Payment 2 from Defendant, the PAGA Settlement Administrator shall distribute Individual Settlement Share checks and Cover Letters to all PAGA Members (together, the "PAGA Settlement Package(s)"), and the General Release Fee to Plaintiffs, in accordance with this Order and Judgment and the Settlement Agreement. No later than fourteen (14) calendar days after receipt of the PAGA Member List and Installment Payment 7, the PAGA Settlement Administrator shall distribute the LWDA Payment to the LWDA in accordance with this Order and Judgment and the Settlement Agreement. No later than fourteen (14) calendar days after receipt of the PAGA Member List and Installment Payment 11, the PAGA Settlement Administrator shall distribute 50% of the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all PAGA Members, in accordance with this Order and Judgement and the Settlement Agreement. No later than fourteen (14) calendar days after receipt of the PAGA Member List and Installment Payment 12, the PAGA Settlement Administrator shall distribute the Attorneys' Fees and Costs Payment to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel, and the remaining 50% of the Settlement Administration Costs to itself, in accordance with this Order and Judgment and the Settlement Agreement.

20. The Individual Settlement Share checks issued to PAGA Members shall remain valid and negotiable for one hundred eighty (180) calendar days, and thereafter, shall be cancelled. Funds associated with such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State Controller's Office Unclaimed Property Division, in the name of each PAGA Member whose check is cancelled.

21. PAGA Members shall not have the right to opt out of or object to the Settlement. Upon the entry of this Order and Judgment 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 Released Parties, to the full extent permitted by law, of and from the Action and from the Released Claims.

22. "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.

23. "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 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.

24. "PAGA Period" means the period from June 1, 2021, through November 30, 2024.

25. No individualized notice of this Order and Judgment is required to be provided to the PAGA Members. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(l)(3).

26. A Final Accounting and Compliance Hearing shall be held on July 14, 2028 at 10:30 a.m. in Department 8A. Plaintiffs' Counsel shall submit a final report from the Settlement Administrator regarding the funding and disbursement of the Settlement by June 29, 2028.

Date: _____

_____
Honorable Jill H. Talley
Judge of the Superior Court

# EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**
**FOR THE COUNTY OF SACRAMENTO**

ALEXANDRIA PERKINS; DEVASTASIA PARKER; and HAYDEE ALCANTAR 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

**SECOND AMENDED COMPLAINT FOR ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.**

Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

COME NOW, Plaintiffs ALEXANDRIA PERKINS ("Plaintiff PERKINS"), DEVASTASIA PARKER ("Plaintiff PARKER"), individually, and HAYDEE ALCANTAR ("Plaintiff ALCANTAR") and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and allege as follows:

## JURISDICTION AND VENUE

1. This representative action is brought pursuant to the California Labor Code section 2698, et seq. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, including the County of Sacramento. The majority of the acts and omissions alleged herein relating to Plaintiffs and the other aggrieved employees took place in the State of California, including the County of Sacramento.

## PARTIES

5. Plaintiff ALEXANDRIA PERKINS is an individual residing in the State of California, County of Sacramento.

6. Plaintiff DEVASTASIA PARKER is an individual residing in the State of California.

7. Plaintiff HAYDEE ALCANTAR is an individual residing in the State of

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California.

8. Defendant COVENANT CARE CALIFORNIA LLC at all times herein mentioned, was and is, upon information and belief, a California limited liability company, and at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Sacramento.

9. At all relevant times, COVENANT CARE CALIFORNIA LLC was the "employer" of Plaintiffs within the meaning of all applicable state laws and statutes.

10. At all times herein relevant, COVENANT CARE CALIFORNIA LLC and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiffs as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. COVENANT CARE CALIFORNIA LLC and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

13. Plaintiffs further allege that Defendants including the unknown defendants identified as DOES, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other aggrieved

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employees so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

**PAGA ALLEGATIONS**

14. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by Defendants.

15. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

16. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

17. Plaintiffs were employed by Defendants and the alleged violations were committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

18. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have been met:

a. The aggrieved employee shall give written notice by online submission (hereinafter "Employee's Notice") to the Labor & Workforce Development Agency (hereinafter "LWDA") and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to

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support the alleged violations.

b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

19. On January 18, 2023, Plaintiff PERKINS provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant COVENANT CARE CALIFORNIA LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff PERKINS has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff PERKINS' notice.

20. On March 9, 2023, Plaintiff PARKER provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant COVENANT CARE CALIFORNIA LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff PARKER has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff PARKER's notice.

21. On June 1, 2022, Plaintiff ALCANTAR provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant COVENANT CARE CALIFORNIA LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff ALCANTAR has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff ALCANTAR's notice.

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22. Therefore, Plaintiffs have satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802.

## GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiffs and other aggrieved hourly-paid or non-exempt employees who worked for any of the Defendants in 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 Defendants 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 (hereinafter collectively referred to as the "other aggrieved employees").

24. Defendants, jointly and severally, employed Plaintiff PERKINS as an hourly-paid, non-exempt employee from approximately November 2021 to approximately April 2022 in the State of California, County of Sacramento.

25. Defendants, jointly and severally, employed Plaintiff PARKER as an hourly-paid, non-exempt employee from approximately April 2022 to approximately May 2022 in the State of California.

26. Defendants, jointly and severally, employed Plaintiff ALCANTAR as an hourly-paid, non-exempt employee from approximately February 202 to approximately February 2022 in the State of California.

27. Defendants hired Plaintiffs and the other aggrieved employees, and failed to compensate them for all hours worked, missed meal periods or rest breaks.

28. Defendants had the authority to hire and terminate Plaintiffs and the other aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other aggrieved employees' employment, and to supervise their daily employment activities.

29. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other aggrieved employees' employment for them to be joint employers of

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Plaintiffs and the other aggrieved employees.

30. Defendants directly hired and paid wages and benefits to Plaintiffs and the other aggrieved employees.

31. Defendants continue to employ hourly-paid or non-exempt employees, within the State of California.

32. Plaintiffs and the other aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

33. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. This scheme involved, *inter alia*, failing to pay them for all hours worked and for missed (short, late, interrupted, and altogether missed) meal periods and rest breaks in violation of California law.

34. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other aggrieved employees the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employee's regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employee's regular rate of pay when a meal period was missed.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled

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to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employees' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other aggrieved employees' regular rate of pay when a rest period was missed.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge.

40. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs and the other aggrieved employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other aggrieved employees.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees in accordance with California law,

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but, in fact, did not keep complete and accurate payroll records.

43. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses and costs.

44. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that they had a duty to compensate Plaintiffs and the other aggrieved employees pursuant to California law, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs and the other aggrieved employees that they were properly denied wages, all in order to increase Defendants' profits.

45. At all material times set forth herein, Defendants failed to pay overtime wages to Plaintiffs and the other aggrieved employees. Plaintiffs and the other aggrieved employees were required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime compensation.

46. At all material times set forth herein, Defendants failed to provide uninterrupted meal and rest periods to Plaintiffs and the other aggrieved employees.

47. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees at least minimum wages for all hours worked.

48. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees all wages owed to them upon discharge or resignation.

49. At all material times set forth herein, Defendants failed to pay Plaintiffs and the other aggrieved employees' wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

50. At all material times set forth herein, Defendants failed to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees.

51. At all material times set forth herein, Defendants failed to keep complete and accurate payroll records for Plaintiffs and the other aggrieved employees.

52. At all material times set forth herein, Defendants failed to reimburse Plaintiffs

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and the other aggrieved employees for necessary business-related expenses and costs.

53. At all material times set forth herein, Defendants failed to properly compensate Plaintiffs and the other aggrieved employees pursuant to California law in order to increase Defendants' profits.

54. California Labor Code section 218 states that noting in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

**FIRST CAUSE OF ACTION**

**Violation of California Labor Code § 2698, et seq.**

**(Against COVENANT CARE CALIFORNIA LLC and DOES 1 through 100)**

55. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 51, and each and every part thereof with the same force and effect as though fully set forth herein.

56. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

57. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

58. Plaintiffs and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

**Failure to Pay Overtime**

59. Defendants' failure to pay legally required overtime wages to Plaintiffs and

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the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 510 and 1198.

**Failure to Provide Meal Periods**

60. Defendants' failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 226.7 and 512(a).

**Failure to Provide Rest Periods**

61. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code section 226.7.

**Failure to Pay Minimum Wages**

62. Defendants' failure to pay legally required minimum wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes a violation of California Labor Code sections 1194, 1197 and 1197.1.

**Failure to Timely Pay Wages Upon Termination**

63. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes a violation of California Labor Code sections 201 and 202.

**Failure to Timely Pay Wages During Employment**

64. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes a violation of California Labor Code section 204.

**Failure to Provide Complete and Accurate Wage Statements**

65. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes a violation of California Labor Code section 226(a).

**Failure to Keep Complete and Accurate Payroll Records**

66. Defendants' failure to keep complete and accurate payroll records relating to

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Glendale, California 91203

Plaintiffs and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes a violation of California Labor Code section 1174(d).

**Failure to Reimburse Necessary Business-Related Expenses and Costs**

67. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes a violation of California Labor Code sections 2800 and 2802.

68. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount 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;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars ($100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California

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Labor Code and/or other statutes.

69. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

70. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

**DEMAND FOR JURY TRIAL**

Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, request a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act, pray for relief and judgment against Defendants, jointly and severally, in excess of twenty-five thousand dollars ($25,000):

**As to the First Cause of Action**

1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g) and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802; and

2. For such other and further relief as the Court may deem equitable and appropriate.

DATED: October 26, 2026

**LAWYERS *for* JUSTICE, PC**

By: _____
Daniel Bass
*Attorneys for* Plaintiffs

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

# EXHIBIT B

**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].