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Attorneys for Plaintiffs

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**

14 THADNISHA CLARK and JENAIA
15 RICHMOND, individually, and on behalf of
16 the State of California and other aggrieved
persons,

17 *Plaintiffs,*

18 v.

19 YUHCA HC LLC DBA YUCAIPA HILLS
20 POST ACUTE, a California limited liability
company; and DOES 1 through 10, inclusive,

21 *Defendants.*

Case No.: CIVSB2320649

*[Assigned for All Purposes to the Hon.
Christian Towns, Dept. S26]*

**DECLARATION OF JOHN G. YSLAS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Settlement Approval Hearing:

Date: October 10, 2025

Time: 8:30 a.m.

Dept: S26

Action Filed: August 30, 2023

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1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC (“WLF”), counsel for Plaintiffs Thadnisha Clark and Jenaia Richmond (collectively “Plaintiffs”) in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

Relevant Facts and Procedural History

4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice on August 25, 2023, to the Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories in support (LWDA-CM-977810-23).

5. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Kevin Barnes, Esq. (“Mr. Barnes”) a well-respected and experienced mediator in wage-and-hour class and representative actions. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiffs obtained through informal discovery a representative sampling of time and payroll data for approximately 20% of Aggrieved Employees and the necessary policy documents

1 to properly evaluate the strengths and weaknesses of the claims and engage in meaningful
2 settlement discussions.

3 6. On October 15, 2024, the Parties engaged in an all-day mediation session before
4 Mr. Barnes. With the help of Mr. Barnes, the Parties were able to reach an agreement on general
5 settlement terms at mediation. The settlement was negotiated in light of all known facts and
6 circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not
7 being able to maintain representative claims, the difficulty of proving Plaintiffs’ claims in a
8 manageable trial, the merits of Defendant’s potential defenses, and the significant delay and
9 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
10 negotiations, with the assistance of Mr. Barnes.

11 PAGA Settlement

12 7. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
13 Amount (“GSA”) payment in the amount of \$115,000.00 to resolve the PAGA Action. Settlement
14 Agreement § 3.1. The GSA will be used to pay PAGA Penalties, PAGA Representative Service
15 Payments, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, and Administrator Expenses.
16 Settlement Agreement § 1.11. After deducting PAGA Representative Service Payments, PAGA
17 Counsel Fees, PAGA Counsel Litigation Expenses, and Administrator Expenses Payment from the
18 GSA, the amount remaining is the Net Settlement Amount (“NSA”). Settlement Agreement § 1.16.
19 The NSA, which is estimated to be \$40,314.36, shall be distributed as PAGA Penalties with 75%
20 of the NSA allocated to the LWDA PAGA Payment and 25% of the NSA allocated to Individual
21 PAGA Payments. Settlement Agreement § 3.24. Attached hereto as **Exhibit 1** is a true and correct
22 copy of the PAGA Settlement Agreement.

23 8. This PAGA Settlement amount compares favorably to the estimated amount of
24 PAGA penalties. Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties
25 was potentially \$598,800.00 for an estimated 395 employees based on 5,988 pay periods. The
26 valuation of \$598.800.00 is the civil penalty amount calculated at the maximum statutory rate and
27 without stacking, which is not usually permitted. If stacking is permitted, then the valuation
28 increases with each additional penalty added to each pay period. Plaintiff, however, is not aware

1 of any PAGA award that permitted stacking and, in the cases cited herein, only one penalty per
2 pay period was assessed.

3 9. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly
4 compensated, and that they did not violate the Labor Code as to any of them. Accordingly,
5 Defendant disputes and denies Plaintiffs' allegations and claims asserted in the operative complaint
6 which are resolved by the Settlement Agreement. Defendant asserted additional defenses to the
7 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could
8 argue that no penalties prior to the PAGA notification should be awarded because the violations
9 were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA
10 claim and the potential that some or all the PAGA penalties sought may not be awarded.

11 10. While Plaintiffs are confident in the merits of the case, a legitimate controversy
12 exists as to each cause of action for penalties, the factual allegations, the evidentiary basis, and the
13 underlying claims. Plaintiffs also took into account the fact that continued litigation would be
14 expensive, involving a trial and possible appeals, and would substantially delay and potentially
15 reduce any recovery to the State of California and the Aggrieved Employees. Assuming Plaintiffs
16 could prove at least one violation per pay period and the Court awarded \$100.00 in PAGA penalties
17 for each of the 5,988 pay periods during the PAGA Period, the total penalties would be
18 approximately \$598,800.00. As such, the Gross Settlement Amount of \$115,000.00 is
19 approximately 19.2% of the maximum realistic liability in this case.

20 11. Thus, when the risks of litigation, the burdens of proof necessary to establish
21 liability, and the probability of appeal of a favorable judgment are considered, it is clear the
22 settlement amount of \$115,000.00 is reasonable and in the best interest of the State of California
23 and the public. Plaintiffs objectively and knowledgably balanced the strengths and weaknesses of
24 their claims against the risk of continued litigation and were able to determine a realistic range of
25 settlement recovery for PAGA penalties.

26 Attorneys' Fees and Costs

27 12. Plaintiffs are represented by WLF. The attorneys at WLF performed significant
28 work and expended litigation costs in prosecuting this matter with no guarantee of payment.

1 13. WLF was selected by Best Lawyers and U.S. News & World Report as one of the
2 nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600
3 employees. WLF is actively and continuously practicing in employment litigation, representing
4 employees in both individual and class actions in both state and federal courts throughout
5 California.

6 14. WLF is qualified to handle this Litigation because its attorneys are experienced in
7 litigating Labor Code violations in individual, class action, and representative action cases. WLF
8 has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as
9 class actions involving consumer rights and data privacy litigation.

10 15. I graduated from the University of California, Santa Barbara with High Honors in
11 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law
12 School in 1996.

13 16. Upon graduating from law school in 1996, I worked for a boutique law firm
14 practicing general litigation which included employment law matters. Since 2000 (that is, the last
15 23 years) my practice has been exclusively focused on labor and employment matters including
16 handling wage and hour class, collective and representative actions (including the California
17 Private Attorneys General Act, or "PAGA"), including in the international law firms of Morgan,
18 Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a
19 partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright
20 LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage
21 and Hour Practice Group). During my time at these law firms, I was the primary attorney or took
22 a major leading role in defending employers on numerous wage and hour class, collective and
23 representative actions.

24 17. In late June 2022 I left Seyfarth Shaw and joined my current firm, The Wilshire
25 Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and
26 hour class and representative actions litigating such matters on behalf of plaintiff employees in
27 numerous Superior Courts and District Courts. From matters representing both plaintiffs and
28 defendants, I have successfully mediated the resolution of many wage and hour class, collective,

1 and representative actions. Just since starting to settle cases in late April 2023 I have already
2 successfully mediated matters in which I have been counsel or co-counsel resulting in over \$171
3 million in settlements which are in the process of being finalized, and with numerous upcoming
4 mediations scheduled. In those and numerous other matters, I have managed and assisted with the
5 litigation and settlement of many wage and hour PAGA and class actions. In those actions, I
6 performed similar tasks as those performed in the course of prosecuting this action. I also recently
7 obtained a verdict in favor of plaintiffs in a class action jury trial (damages, penalties and attorneys'
8 fees pending).

9 18. I have received numerous awards for my legal work. For example, from 2015 to
10 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters)
11 have also served on numerous prominent boards and in other leadership positions, including
12 currently serving as Southern California Regional President for the Hispanic National Bar
13 Association and on the board of directors of the Mexican American Bar Foundation. I also
14 previously served on the 5-member Los Angeles Civil Service Commission, which generally
15 oversees the personnel decisions for the City of Angeles.

16 19. I have also published numerous blogs on labor and employment issues including on
17 wage and hour issues. For example, I published "Headline News: Wal-Mart v. Dukes-Impact on
18 Class Action Litigation" (while a partner with Foley & Lardner LLP) and "Are You Really
19 Protected From Wage-and-Hour Successor Liability in an Asset Purchase" (while a partner with
20 Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a
21 presenter involving the "Employment Law Update" at a National Employment Law Council
22 conference. I currently bill at an hourly rate of \$1,500.00.

23 20. Samantha A. Smith was a Senior Attorney at WLF where her practice is focused on
24 managing wage-and-hour class action and PAGA settlements. Ms. Smith was admitted to the
25 California Bar in December of 2004, and received a J.D. from University of California, Hastings
26 College of the Law and a B.A. from University of California, Davis. Ms. Smith has dedicated her
27 20-year career to plaintiffs-side class action litigation. Her wealth of experience includes
28 successful work on all stages of class action litigation, including class action appeals, class

1 certification motions, and class settlements. *See, e.g., Blue Diamond Growers Product Labeling*
2 *Cases*, JCCP No. 4822 (Los Angeles County Superior Court) (false advertising of Blue Diamond
3 food products); *Adam vs. eHealth, Inc.*, Case No. 17CV309050 (Santa Clara Superior Court)
4 (employee data breach); *Overton v. Armour-Eckrich Meats, LLC*, Case No. CIVDS1501325 (San
5 Bernardino County Superior Court) (unpaid wages, meal period and rest break claims, and PAGA
6 violations for nonexempt employees); *DeLeon et al. v. Westlake Services, LLC*, Case No. BC
7 526750 (Los Angeles County Superior Court) (unpaid overtime, meal period and rest break claims
8 for call center employees); *Sawyer v. Retail Data, LLC*, Case No. 30-2014-00753767-CU-OE-
9 CXC (Orange County Superior Court) (unpaid wage and rest break claims for piece rate workers);
10 *Nguyen v. Pharmerica Corporation et al.*, Case No. 30-2014-00716072-CU-OE-CXC (Orange
11 County Superior Court) (unpaid wages and unreimbursed expenses for pharmacists); *Laumea v.*
12 *Performance Food Group, Inc.*, Case No. CIVDS1407509 (San Bernardino Superior Court)
13 (unpaid wages, meal and rest break claims for non-exempt employees); *Durroh v. East West Bank*,
14 Case No. BC528860 (Los Angeles Superior Court) (overtime claims for failure to include bonuses
15 in regular rate of pay for bank workers); *Gonzalez et al. v. SFFI Company, Inc. et al.*, Case No.
16 CIVDS1504287 (San Bernardino Superior Court) (unpaid wages, meal period and rest break
17 claims for non-exempt employees). Ms. Smith currently bills at an hourly rate of \$1,000.00.

18 21. Jeffrey C. Bils (“Mr. Bils”) is an eleventh-year Senior Attorney at WLF. He
19 graduated from the University of Wisconsin–Madison with a Bachelor of Arts in Journalism and
20 German, and received his Juris Doctor from the University of California, Los Angeles School of
21 Law in 2014. During law school, he was a Senior Editor on the UCLA Law Review and an Articles
22 Editor on the Entertainment Law Review. Mr. Bils served as a Judicial Extern for the Hon.
23 Consuelo Bland Marshall in United States District Court for the Central District of California, and
24 also for the Hon. Sandra R. Klein of United States Bankruptcy Court for the Central District of
25 California. Mr. Bils graduated ranked No. 7 in his graduating class from UCLA School of Law.
26 He was admitted to practice law in the State of California in 2014. Since graduating from law
27 school, Mr. Bils has focused his legal work primarily on employment matters, including wage-
28 and-hour class action and PAGA representative action litigation, and he has helped obtain dozens

1 of settlements on behalf California workers, as well as on behalf of California employers during
2 his years on the defense bar. Mr. Bills is a member of the Beverly Hills Bar Association (BHBA),
3 where he is a past member of the Board of Governors and a past Chair of the Labor & Employment
4 Law Section Executive Committee. He is also a member of the California Employment Lawyers
5 Association (CELA) and the Consumer Attorneys Association of Los Angeles (CAALA). Mr. Bills’
6 hourly billing rate is \$850.00.

7 22. Courtney M. Miller (“Ms. Miller”) is a Settlement Attorney at WLF. She was
8 admitted to practice law in the State of California in 2019. Ms. Miller graduated from the
9 University of California, Santa Cruz, with a Bachelor of Arts in Sociology. Prior to becoming
10 an attorney, Ms. Miller worked at a boutique civil litigation firm for nearly a decade, primarily
11 handling employment matters. She earned her Juris Doctor from Southwestern Law School in
12 2019. Ms. Miller has prosecuted wage and hour class and PAGA actions, almost exclusively,
13 since 2020. As a handling attorney, Ms. Miller obtained over \$30 million dollars in settlements
14 on behalf of California employees. Ms. Miller’s hourly billing rate is \$650.00.

15 23. Aram Boyadjian (“Mr. Boyadjian”) is an associate attorney at WLF. Mr. Boyadjian
16 graduated from the University of California, Los Angeles with a Bachelor of Arts in Political
17 Science. He received his Juris Doctor from Loyola Law School. During law school, Mr. Boyadjian
18 was a member of the student editorial board for the International and Comparative Law Review.
19 Since being admitted to practice law in California in January 2021, his practice has mainly been
20 focused on wage and hour class action litigation. Mr. Boyadjian currently bills at an hourly rate of
21 \$600.00.

22 24. Andrew Sandoval (“Mr. Sandoval”) is an associate attorney at WLF. Mr. Sandoval
23 graduated from Azusa Pacific University with a Bachelor of Arts in Economics. He received his
24 Juris Doctor from Loyola Law School. During law school, Mr. Sandoval was a Vice-President of
25 La Raza de Loyola. Since being admitted to practice law in California in 2022, his practice has
26 mainly been focused on wage and hour class action litigation. Mr. Sandoval currently bills at an
27 hourly rate of \$500.00.

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25. WLF's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. WLF's hourly rates have been approved by other courts in California. *See, e.g., Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court, Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-607359. The total hours expended on this action are reasonable and in line with comparable cases.

26. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this field with **143.2** hours of work resulting in **\$117,525.00** in fees. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

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Attorney	Hours	Hourly Rate	Total
Samantha A. Smith	4.0	\$1,000.00	\$4,000.00
Courtney M. Miller	8.0	\$650.00	\$5,200.00
John G. Yslas	28.2	\$1,500.00	\$42,300.00
Jeffrey C. Bils	32.1	\$850.00	\$27,285.00
Aram Boyadjian	32.9	\$600.00	\$19,740.00
Andrew Sandoval	38.0	\$500.00	\$19,000.00
TOTAL	143.2		\$117,525.00

27. This amount surpasses the requested attorneys' fee award of \$38,333.33 (1/3 of the GSA), resulting in a negative multiplier. This amount does not include the time PAGA Counsel will spend at the approval hearing and assisting the Settlement Administrator following approval. WLF dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. WLF's lodestar reflects the efficiencies achieved by attorneys experienced in this field.

28. The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the Aggrieved Employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the Aggrieved Employees and to punish Defendant for the alleged PAGA violations. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy.

29. In litigation costs, WLF has incurred \$14,357.31 in expenses on items such as filing fees, service fees, mediation fees, and expert fees. All the costs incurred were reasonable and necessary for the prosecution of this case. The Settlement provides for reimbursement of costs not to exceed \$20,000.00. Settlement Agreement § 3.2.2. The remaining \$5,642.69 will therefore

1 revert to the NSA to be distributed as PAGA Penalties to the LWDA and Aggrieved Employees.
2 A true and correct copy of WLF's cost reports in this matter is attached hereto as **Exhibit 2**.

3 30. PAGA Counsel has negotiated a settlement here that they believe is fair, reasonable,
4 and adequate based on their prior experience litigating these types of cases.

5 31. Pursuant to California Labor Code Section 2699(s)(1), Plaintiffs submitted a copy
6 of the PAGA Complaint to the LWDA on June 2, 2025. Attached hereto as **Exhibit 3** is a true and
7 correct copy of the submission confirmation for the PAGA Complaint. Pursuant to California
8 Labor Code Section 2699(s)(2), Plaintiffs submitted the proposed Settlement Agreement to the
9 LWDA on June 2, 2025. Attached hereto as **Exhibit 4** is a true and correct copy of the submission
10 confirmation for the proposed Settlement Agreement. To date, the LWDA has not responded to or
11 objected to the Settlement in this matter. Plaintiffs will submit a copy of the Court's judgment and
12 order approving the Settlement Agreement to the LWDA within ten (10) days after entry of
13 judgment or order.

14 32. WLF has no actual or potential conflict of interest with the Aggrieved Employees
15 in this PAGA Action or with the Settlement Administrator that the Parties agreed to appoint, Apex
16 Class Action Administration.

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

19 Executed on September 24, 2025, at Los Angeles, California.

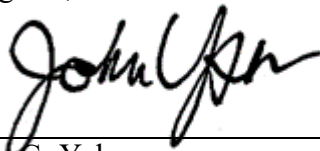
20 
21 _____
22 John G. Yslas

EXHIBIT 1

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Attorneys for Defendant Yucha HC, LLC dba Yucaipa Hills Post Acute

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

THADNISHA CLARK and JENAIA
RICHMOND, individually, and on behalf of
the State of California and other aggrieved
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YUCHA HC LLC DBA YUCAIPA HILLS
POST ACUTE, a California limited liability
company; and DOES 1 through 10, inclusive,

Defendants.

Case No. CIVSB2320649

*Assigned for all purposes to: Hon. Jessica
Morgan, Dept. S26*

PAGA SETTLEMENT AGREEMENT

1 This binding Settlement Agreement (“Agreement”) is made by and between plaintiffs
2 Thadnisha Clark and Jenaia Richmond (“Plaintiffs”) and defendant Yucha HC LLC dba Yucaipa
3 Hills Post Acute (“Defendant”) under the California Labor Code Private Attorneys General Act
4 of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The Agreement refers to Plaintiffs and
5 Defendant collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Administrator” means, the neutral entity the Parties have agreed to appoint to
8 administer the Settlement.

9 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid
10 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
11 with the Administrator’s “not to exceed” bid submitted to the Court in connection with the
12 approval of the Settlement.

13 1.3. “Aggrieved Employee” means “All non-exempt, hourly individuals who worked for
14 Defendant in California as an employee at any time during the period beginning August 25, 2022
15 through December 14, 2024, or an earlier date of Defendant’s choosing, as set forth in Paragraph
16 9 below.

17 1.4. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
18 Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address,
19 Social Security number, and number of PAGA Pay Periods.

20 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and
21 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
22 methods and means including, but not limited to, the National Change of Address database, skip
23 traces, and direct contact by the Administrator with Aggrieved Employees.

24 1.6. “Court” means the Superior Court of the State of California, County of San Bernardino.

25 1.7. “Defendant” means named Defendant Yucha HC LLC dba Yucaipa Hills Post Acute.

26 1.8. “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

27 1.9. “Effective Date” shall be the date when all of the following occurs: (1) the Agreement is
28 fully executed; and (2) the Court approves this Agreement through entry of an Order and

Judgment. No money will be distributed unless and until the Effective Date occurs.

1.10. “Final Judgment” means the Judgment entered by the Court upon granting approval of the Settlement.

1.11. “Gross Settlement Amount” means \$115,000.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, the PAGA Representative Service Payments and the Administrator’s Expenses.

1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13. “Judgment” means the judgment entered by the Court based upon the PAGA Approval.

1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.17. “PAGA” means the Labor Code Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.).

1.18. “PAGA Action” means the Plaintiffs’ lawsuits alleging wage-and-hour violations against Defendant captioned *Thadnisha Clark, et al. v. Yuhca HC LLC dba Yucaipa Hills Post Acute*, Case No. CIVSB2320649 initiated on August 30, 2023, with the Superior Court of the State of California, County of San Bernardino.

1.19. “PAGA Approval” means the Court’s order granting approval of the Settlement.

1.20. “PAGA Counsel” means John G. Yslas, Samantha A. Smith, Jeffrey C. Bills, Aram Boyadjian and Andrew Sandoval of the Wilshire Law Firm, P.L.C.

1 1.21. "PAGA Notice" mean Plaintiffs Thadnisha Clark and Jenaia Richmond's August
2 25, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section
3 2699.3, subdivision (a) (LWDA-CM-977810-23).

4 1.22. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses
5 Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
6 attorneys' fees and expenses, respectively, incurred to prosecute the PAGA Action.

7 1.23. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
8 worked for Defendant for at least one day during the PAGA Period.

9 1.24. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from
10 the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA
11 in settlement of PAGA claims.

12 1.25. "PAGA Period" means the period from August 25, 2022 through December 14,
13 2024, or an earlier date of Defendant's choosing, as set forth in Paragraph 9 below.

14 1.26. "PAGA Representatives" or "Plaintiffs" means plaintiffs Thadnisha Clark and
15 Jenaia Richmond.

16 1.27. "PAGA Representative Service Payment" means the payment to the PAGA
17 Representative for initiating the PAGA Action and providing services in support of the PAGA
18 Action.

19 1.28. "PAGA Settlement Notice" means the COURT APPROVED NOTICE OF PAGA
20 SETTLEMENT, to be mailed to Aggrieved Employees in English without material variation,
21 attached as Exhibit A and incorporated by reference into this Agreement.

22 1.29. "Released PAGA Claims" means the claims being released as described in
23 Paragraph 5.3 below.

24 1.30. "Released Parties" means Defendant and each of its insurers, brands, affiliates,
25 subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors,
26 agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any
27 individual or entity which could be jointly liable with Defendant.

28 1.31. "Settlement" means the disposition of the PAGA Action effected by this Agreement

and the Judgment.

2. RECITALS.

2.1. On August 30, 2023, Plaintiffs Thadnisha Clark and Jenaia Richmond filed a complaint for civil penalties under PAGA, alleging Defendant: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on August 25, 2023 (LWDA-CM-977810-23).

2.2. Defendant denies the allegations in the complaint, denies any failure to comply with the laws identified in the complaint and denies any liability for the cause of action alleged.

2.3. On October 15, 2024, the Parties engaged in arms-length negotiations where they participated in a full-day mediation presided over by respected mediator Kevin Barnes, Esq. With the help of Mr. Barnes, the Parties were able to reach an agreement on general settlement terms at mediation.

2.4. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiffs obtained through informal discovery a representative sampling of time and payroll data for Aggrieved Employees and the necessary policy documents to properly evaluate the strengths and weakness of the claims and engage in meaningful settlement discussions.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,

1 Defendant promises to pay \$115,000.00 and no more as the Gross Settlement Amount. Defendant
2 has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph
3 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
4 without asking or requiring Aggrieved Employees to submit any claim as a condition of payment.
5 None of the Gross Settlement Amount will revert to Defendant. Because the payments made
6 under this Agreement will be made with respect to only the PAGA claims for all Aggrieved
7 Employees, this Agreement is not subject to the rules governing the settlement of class or
8 collective actions. Accordingly, the settlement payments shall be distributed without a claims
9 process or an opportunity to object or opt out.

10 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
11 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
12 in the PAGA Approval:

13 3.2.1 To Plaintiffs: PAGA Representative Service Payment to the PAGA Representatives
14 of not more than \$7,500.00 each (in addition to any Individual PAGA Payment) the PAGA
15 Representative is entitled to receive as an Aggrieved Employee. Defendant will not oppose
16 Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount.
17 If the Court approves a PAGA Representative Service Payment less than the amount requested,
18 the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
19 pay the PAGA Representative Service Payments using IRS Form 1099. Plaintiffs assume full
20 responsibility and liability for employee taxes owed on the PAGA Representative Service
21 Payment.

22 3.2.2 To PAGA Counsel: A Class Counsel Fees Payment of not more than 1/3 of the
23 GSA, which is currently estimated to be \$38,333.33, and a Class Counsel Litigation Expenses
24 Payment for actual costs not to exceed \$20,000.00. Defendant will not oppose requests for these
25 payments provided that they do not exceed these amounts. If the Court approves a Class Counsel
26 Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts
27 requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released
28 Parties shall have no liability to PAGA Counsel arising from any claim to any portion any PAGA

1 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator
2 will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or
3 more IRS 1099 Forms.

4 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$6,995.00
5 except for a showing of good cause and as approved by the Court. If the Court approves
6 Administrator Expenses Payment of less than the amount requested, the Administrator will
7 allocate the remainder to the Net Settlement Amount.

8 3.2.4 Payments from the Net Settlement Amount ("NSA"). The NSA will be distributed
9 as PAGA Penalties with 75% of the NSA allocated to the LWDA PAGA Payment and 25% of
10 the NSA allocated to the Individual PAGA Payments.

11 Individual PAGA Payments: The Administrator will calculate each Individual PAGA
12 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
13 Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved
14 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
15 Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility
16 and liability for any taxes owed on their Individual PAGA Payment. The Administrator
will report the Individual PAGA Payments on IRS 1099 Forms.

17 **4. SETTLEMENT FUNDING AND PAYMENTS.**

18 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
19 estimates there are 395 Aggrieved Employees who worked a total of 5,988 PAGA Pay Periods.

20 4.2. Aggrieved Employee Data. Not later than fourteen (14) calendar days after the Court
21 grants PAGA Approval, Defendant will deliver the Aggrieved Employee Data to the
22 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees'
23 privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use
24 the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and
25 restrict access to the Aggrieved Employee Data to Administrator employees who need access to
26 the Aggrieved Employee Data to effect and perform under this Agreement. The Administrator
27 shall not share the Aggrieved Employee Data with either Plaintiffs or PAGA Counsel unless
28

1 expressly approved by Defendant and Defense Counsel, or if an Aggrieved Employee requests
2 that their personal data be shared with PAGA Counsel. Defendant has a continuing duty to
3 immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted
4 Aggrieved Employee identifying information and to provide corrected or updated Aggrieved
5 Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously
6 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
7 omitted Aggrieved Employee Data.

8 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
9 Amount by transmitting the funds to the Administrator no later than twenty-one (21) calendar
10 days after the Effective Date.

11 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after
12 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all
13 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
14 the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the
15 PAGA Representative Service Payments. Disbursement of the PAGA Counsel Fees Payment, the
16 PAGA Counsel Litigation Expenses Payment and the PAGA Representative Service Payments
shall not precede disbursement of Individual PAGA Payments.

17 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send
18 them to Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check
19 shall prominently state the date (not less than 180 days after the date of mailing) when the check
20 will be voided. The Individual PAGA payments will expire one hundred eighty (180) calendar
21 days from the date they are issued by the Administrator. The Administrator will cancel all checks
22 not cashed by the void date. The Administrator will send checks for Individual PAGA Payments
23 to all Aggrieved Employees along with the PAGA Settlement Notice. Before mailing any checks,
24 the Settlement Administrator must update the recipients' mailing addresses using the National
25 Change of Address Database.

26 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all
27 other Aggrieved Employees whose checks are returned undelivered without United States Postal
28

1 Service (“USPS”) forwarding address. Within seven (7) calendar days of receiving a returned
2 check the Administrator must re-mail checks to the USPS forwarding address provided or to an
3 address ascertained through the Aggrieved Employee Address Search. The Administrator need
4 not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are
5 returned as undelivered. The Administrator shall promptly send a replacement check to any
6 Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved
7 Employee prior to the void date.

8 4.4.3 For any Aggrieved Employee who’s Individual PAGA Payment check is uncashed
9 and cancelled after the void date, the Administrator shall transmit the funds represented by such
10 checks to the California Controller’s Unclaimed Property Fund in the name of the Aggrieved
11 Employee.

12 4.4.4 Payments to Aggrieved Employees, including Plaintiffs, as referenced herein will
13 not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
14 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401 (k)
15 or 403(b) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather,
16 it is the Parties’ intention that this Agreement will not affect any rights, contributions, or amounts
17 to which any Aggrieved Employee may be entitled under any benefit plans.

18 **5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire
19 Gross Settlement Amount, Plaintiffs, Aggrieved Employees, LWDA and PAGA Counsel will
20 release claims against all Released Parties as follows:

21 5.1 Plaintiffs’ Release. Plaintiffs and Plaintiffs’ respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release
23 and discharge Released Parties from all claims, transactions or occurrences, including all claims
24 that were, or reasonably could have been, alleged, based on the facts contained in the PAGA
25 Action (“Plaintiffs’ Release”). Plaintiffs’ Release does not extend to any claims or actions to
26 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
27 benefits, social security benefits, workers’ compensation benefits that arose at any time. Plaintiffs
28 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts

1 or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release
2 shall be and remain effective in all respects, notwithstanding such different or additional facts or
3 Plaintiffs' discovery of them. Expressly excluded from this release are any and all possible claims
4 concerning Plaintiffs' individual claims (including individual wage and hour claims) that are
5 outside the scope of this Agreement, which are part of separate individual settlement agreements
6 and general releases entered into between Plaintiffs and Defendant (the "Individual Settlements").

7 This is not a general release. Plaintiffs have concurrently agreed to a general release in favor
8 of the Released Parties in connection with the resolution of the Individual Settlements with
9 Defendant. All claims other than wage and hour related claims are preserved and not affected in
10 any way by this Agreement.

11 5.2 Release by Aggrieved Employees: All Aggrieved Employees, the State of California and
12 the LWDA are deemed to release, on behalf of themselves and their respective former and present
13 representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released
14 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
15 alleged, based on the facts and theories alleged in the PAGA Action and the PAGA Notice,
16 including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for all hours
17 worked, including minimum, straight time, and overtime wages (including failing to pay overtime
18 and the correct regular rate of pay); (2) failure to provide meal periods; (3) failure to authorize
19 and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure to maintain
20 accurate records of hours worked, payroll records, and meal periods; (6) failure to timely pay all
21 wages at termination; (7) failure to furnish accurate itemized wage statements; (8) failed to
22 indemnify for necessary expenditures; and (9) failure to produce requested employment records
23 (Lab. Code §§ 1198.5, 432, 226). Aggrieved Employees, other than Plaintiffs, will not be deemed
24 to have released any non-PAGA individual claims by virtue of this Agreement. This release
25 applies only to PAGA penalty claims that accrued during the PAGA Period. There shall be no
26 right to opt-out of the settlement by Aggrieved Employees, consistent with California law.

27 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former
28 attorneys, employees, agents, successors and assigns the Released Parties from all claims for

PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

6. MOTION FOR PAGA APPROVAL. The Parties agree to jointly prepare and file a motion for PAGA approval (“Motion for PAGA Approval”) that complies with the Court’s current rules.

6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel within a reasonable time prior to filing all documents necessary for obtaining approval of the Settlement, including: (i) a draft of the notice, and memorandum in support, of the Motion for PAGA Approval that includes an analysis of the underlying Labor Code violations giving rise to PAGA civil penalties that is the subject of this Settlement including request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a draft proposed PAGA Settlement Notice; (iv) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, [and/or] the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees, and/or the Administrator, if any.

6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for PAGA Approval in a timely fashion; obtaining a prompt hearing date for the Motion for PAGA Approval; and for appearing in Court to advocate in favor of the Motion for PAGA Approval. PAGA Counsel is responsible for delivering the Court’s PAGA Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for PAGA Approval and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by

1 telephone, and in good faith, to resolve the disagreement. If the Court does not grant PAGA
2 Approval or conditions PAGA Approval on any material change to this Agreement, PAGA
3 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
4 meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise
5 satisfy the Court's concerns. The Court's decision to award less than the amounts requested for
6 the PAGA Representative Service Payments, PAGA Counsel Fees payment, PAGA Counsel
7 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a
8 material modification to the Agreement within the meaning of this paragraph.

9 6.4. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, PAGA Action, and the Settlement solely for
11 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
12 administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

13 6.5. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically excluding the PAGA Representative Service Payments,
15 PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and/or
16 Administrator Expenses Payment set forth in this Settlement, the Parties, their respective counsel,
17 waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate
18 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
19 writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such
20 motions, writs or appeals. In the event of a timely appeal of the Judgment, the Parties' obligations
21 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
22 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
23 Settlement Amount.

24 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing
25 Court vacates, reverses or modifies the Judgment in a manner that requires a material modification
26 of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved
27 Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
28 work together in good faith to address the appellate court's concerns and to obtain PAGA

1 Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
2 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify
3 the Court's award of the PAGA Representative Service Payments or any payments to PAGA
4 Counsel shall not constitute a material modification of the Judgment within the meaning of this
5 paragraph, as long as the Gross Settlement Amount remains unchanged.

6 **7. AMENDED JUDGMENT.** If any amended judgment is required by the Court, the Parties
7 will work together in good faith to jointly submit and a proposed amended judgement.

8 **8. SETTLEMENT ADMINISTRATION.**

9 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
10 Administration ("Apex") to serve as the Administrator and verified that, as a condition of
11 appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
12 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
13 and their Counsel represent that they have no interest or relationship, financial or otherwise, with
14 the Administrator other than a professional relationship arising out of prior experiences
15 administering settlements.

16 8.2. Employer Identification Number. The Administrator shall have and use its own
17 Employer Identification Number for purposes of calculating payroll tax withholdings and
18 providing reports to state and federal tax authorities.

19 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
20 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
21 section 468B-1.

22 8.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
23 performed or observed by the Administrator contained in this Agreement or otherwise.

24 8.4.1 Final Report by Settlement Administrator. Within ten (10) calendar days after the
25 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
26 PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee
27 identification number only of all payments made under this Agreement. At least 14 days before
28 any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and

1 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
2 all payments required under this Agreement, the number of checks and total amount that remains
3 uncashed, and the date (or expected date) when the total amount that remains uncashed is remitted
4 to the California State Controller's Office in the name of the Aggrieved Employee. PAGA
5 Counsel is responsible for filing the Administrator's declaration in Court.

6 **9. AGGRIEVED EMPLOYEES SIZE ESTIMATE and ESCALATOR CLAUSE.**

7 Defendant estimates that there are a total of 395 Aggrieved Employees that worked a total of
8 5,988 PAGA Pay Periods. If the number of unique pay-periods at issue for the Aggrieved
9 Employees is more than 110%, i.e., an increase of more than 598 pay-periods, Defendant shall
10 pay a proportional amount in addition to the Gross Fund Value for each additional unique pay-
11 period over 6,586. For example, if the final number of total pay periods increases by 15% over
12 5,988 pay periods, the GSA will increase by 5%. If this provision is triggered, the Parties agree
13 that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the
14 total amount of attorneys' fees remains one-third of the GSA after the upward adjustment required
15 by this provision is implemented. In the alternative, Defendant may elect to shorten the PAGA
16 Period end date in order to stay within the 10% cushion.

17 **10. ADDITIONAL PROVISIONS.**

18 **10.1. No Admission of Liability or Representative Manageability for Other Purposes.**

19 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
20 this Agreement is intended or should be construed as an admission by Defendant that any of the
21 allegations in the complaint has merit or that Defendant has any liability for any claims asserted;
22 nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in
23 the PAGA Action have merit. The Parties agree that representative treatment is for purposes of
24 this Settlement only. If, for any reason the Court does grant approval of the Settlement, or enter
25 Judgment, Defendant reserves all available defenses to the claims in the PAGA Action, and
26 Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and
27 Parties' willingness to settle the PAGA Action will have no bearing on, and will not be admissible
28 in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement

1 and this Agreement).

2 10.2. Confidentiality Prior to PAGA Approval. Plaintiffs, PAGA Counsel, Defendant and
3 Defense Counsel separately agree that, until the Motion for PAGA Approval of Settlement is
4 filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
5 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly
6 or indirectly, specifically or generally, to any person, corporation, association, government
7 agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom
8 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the
9 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order
10 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
11 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
12 inquiry, or subpoena seeking such information. Plaintiffs, PAGA Counsel, Defendant and
13 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
14 communication, before the filing of the Motion for PAGA Approval, with any third party
15 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
16 "the matter was resolved," or words to that effect. This paragraph does not restrict PAGA
17 Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's
18 ethical obligations owed to Aggrieved Employees. Even after a Motion for PAGA Approval is
19 filed, Plaintiff and PAGA Counsel will not contact the media about the Agreement or respond to
20 any inquiries by the media regarding the Agreement, other than to state that the matter was
21 amicably settled and referring them to Court-filed public documents about the case. Plaintiff and
22 PAGA Counsel also will not post any information about the Settlement identifying Defendant on
23 social media or the firm's websites. However, Plaintiff may report the result using generic
24 language such as "Nursing Facility ").

25 10.3. No Solicitation. The Parties separately agree that they and their respective counsel
26 and employees will not solicit any Aggrieved Employee to appeal from the Judgment. Nothing in
27 this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with
28 Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to

1 Aggrieved Employees.

2 10.4. Integrated Agreement. Upon execution by all Parties and their counsel, this
3 Agreement together with its attached exhibits shall constitute the entire agreement between the
4 Parties relating to the Settlement, superseding any and all oral representations, warranties,
5 covenants or inducements made to or by any Party.

6 10.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
7 and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all
8 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
9 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
10 terms of this Agreement including any amendments to this Agreement.

11 10.6. Cooperation. The Parties and their counsel will cooperate with each other and use
12 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
13 the Settlement Agreement, submitting supplemental evidence and supplementing points and
14 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
15 or content of any document necessary to implement the Settlement, or on any modification of the
16 Agreement that may become necessary to implement the Settlement, the Parties will seek the
assistance of a mediator and/or the Court for resolution.

17 10.7. No Prior Assignments. The Parties separately represent and warrant that they have
18 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
19 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
20 action or right released and discharged by the Party in this Settlement.

21 10.8. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel
22 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
23 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
24 CFR Part 10, as amended) or otherwise.

25 10.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed or waived only by an express written instrument signed by all Parties or their
27 representatives and approved by the Court.
28

1 10.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure
2 to the benefit of, the successors of each of the Parties.

3 10.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the State of California, without
5 regard to conflict of law principles.

6 10.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
7 of this Agreement. This Agreement will not be construed against any Party on the basis that the
8 Party was the drafter or participated in the drafting.

9 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
10 inserted for convenience of reference only and does not constitute a part of this Agreement.

11 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
12 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
13 weekend or federal legal holiday, such date or deadline shall be on the first business day
thereafter.

14 10.15. Invalidity of any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
16 extent possible consistent with applicable precedents so as to define all provisions of this
17 Settlement Agreement valid and enforceable.

18 10.16. Waiver. No waiver of any condition or covenant contained in this Agreement or
19 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
20 constitute a further waiver by such party of the same or any other condition, covenant, right or
21 remedy.

22 10.17. Notice. All notices, demands or other communications between the Parties in
23 connection with this Agreement will be in writing and deemed to have been duly given as of the
24 third business day after mailing by United States mail, or the day sent by email or messenger,
25 addressed as follows:

To Plaintiffs: John G. Yslas
jyslas@wilshirelawfirm.com
Samantha A. Smith
samantha.smith@wilshirelawfirm.com
Jeffrey C. Bils
jbils@wilshirelawfirm.com
Aram Boyadjian
aboyadjian@wilshirelawfirm.com
Andrew Sandoval
andrew.sandoval@wilshirelawfirm.com
Wilshire Law Firm, PLC
3055 Wilshire Boulevard, 5th Fl
Los Angeles, California 90010

To Defendant: Tim L. Johnson
tim.johnson@ogletree.com
Jesse C. Ferrantella
jesse.ferrantella@ogletree.com
Christopher A. Moore
Christopher.A.Moore@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122

10.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

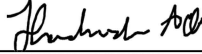
10.19. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intended that this Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

10.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

10.21. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the PAGA Action, may be used only with respect to this Agreement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Upon written request by Defendant to PAGA Counsel, and not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

By the Parties:

DATED: 5/9/2025

DocuSigned by:

 275A631A4FF44BB...

Plaintiff Thadnisha Clark

DATED: _____

Plaintiff Jenaia Richmond

DATED: _____

Defendant Yucha HC LLC dba Yucaipa Hills Post Acute
 By: _____
 Position: _____

10.21. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the PAGA Action, may be used only with respect to this Agreement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Upon written request by Defendant to PAGA Counsel, and not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

By the Parties:

DATED: _____

Plaintiff Thadnisha Clark

DATED: 5/9/2025

DocuSigned by:
JENAIA RICHMOND
E7F9312C67114F8...

Plaintiff Jenaia Richmond

DATED: _____

Defendant Yucha HC LLC dba Yucaipa Hills Post Acute
By: _____
Position: _____

10.21. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the PAGA Action, may be used only with respect to this Agreement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Upon written request by Defendant to PAGA Counsel, and not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

By the Parties:

DATED: _____

Plaintiff Thadnisha Clark

DATED: _____

Plaintiff Jenaia Richmond

DATED: 05/19/2025



Defendant Yucha HC LLC dba Yucaipa Hills Post Acute

By: Jill Anne Lora

Position: Administrator

Approved as to form and substance:

DATED: 5/9/2025

WILSHIRE LAW FIRM, PLC

BY: _____

John G. Yslas

Counsel for Plaintiffs Thadnisha Clark and Jenaia
Richmond

DATED:
STEWART, P.C.

OGLETREE, DEAKINS, NASH, SMOAK &

BY: _____

Tim L. Johnson

Jesse C. Ferrantella

Christopher A. Moore

Counsel for Defendant Yucha HC LLC dba Yucaipa
Hills Post Acute

1 Approved as to form and substance:

2 DATED:

WILSHIRE LAW FIRM, PLC

3
4 BY: _____
5 John G. Yslas
6 Counsel for Plaintiffs Thadnisha Clark and Jenaia
7 Richmond

8
9 DATED: May 22, 2025
10 STEWART, P.C.

OGLETREE, DEAKINS, NASH, SMOAK &

11
12 BY:  _____
13 Tim L. Johnson
14 Jesse C. Ferrantella
15 Christopher A. Moore
16 Counsel for Defendant Yucha HC LLC dba Yucaipa
17 Hills Post Acute
18
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Exhibit A

COURT APPROVED NOTICE OF PAGA SETTLEMENT

Thadnisha Clark, et al. v. Yuhca HC LLC dba Yucaipa Hills Post Acute

Superior Court of the State of California, County of San Bernardino

Case No. CIVSB2320649

<<EmployeeName>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Superior Court of the State of California, County of San Bernardino (the “Court”) has approved a settlement in the above-captioned action filed by Thadnisha Clark and Jenaia Richmond (“Plaintiffs”) on behalf of themselves and all other aggrieved employees.

In this lawsuit, Plaintiffs claim defendant Yucha HC LLC dba Yucaipa Hills Post Acute (“Defendant”) violated California’s wage and hour laws and is therefore liable for penalties under the Private Attorneys General Act (“PAGA”). Specifically, Plaintiffs allege that Defendant: (1) failed to pay for all hours worked, including minimum, straight time, and overtime wages; (2) failed to provide meal periods; (3) failed to authorize and permit rest periods; (4) failed to pay all earned wages twice per month; (5) failed to maintain accurate records of hours worked and meal periods; (6) failed to timely pay all wages at termination; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify for necessary expenditures; and (9) failed to produce requested employment records. Plaintiffs are solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under PAGA.

The Court has not made a determination about Plaintiffs’ claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendant maintains that they were in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as:

“All non-exempt, hourly individuals who worked for Defendant in California as an employee at any time during the period beginning August 25, 2022 through December 14, 2024.”

The “PAGA Period” is defined as August 25, 2022 through December 14, 2024.

1 **II. CALCULATION OF INDIVIDUAL PAGA PAYMENT**

2 You worked <<PayPeriods>> pay periods during the PAGA Period. The total amount of pay
3 periods worked by all Aggrieved Employees during the PAGA Period is _____.

4 Your individual PAGA payment is estimated to be <<CheckAmount>>.

5 Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on
6 the number of pay periods worked by each Aggrieved Employee in the PAGA Period divided by
7 the total number of pay periods worked by all Aggrieved Employees.

8 **III. RELEASE**

9 “Released Parties” means Defendant and each of its insurers, brands, affiliates, subsidiaries,
10 parent companies, predecessors, successors, assigns, employees, officers, directors, agents,
11 attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual
or entity which could be jointly liable with Defendant.

12 The Court has approved the Parties’ Settlement Agreement (“Settlement”). By operation of the
13 Settlement’s terms, all Aggrieved Employees, the State of California, and the LWDA will release
14 the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could
15 have been alleged, based on the facts and theories alleged in the PAGA Action and the PAGA
16 Notices, including but not limited to, claims for PAGA civil penalties for: (1) failure to pay for
17 all hours worked, including minimum, straight time, and overtime wages (including failing to pay
18 overtime and the correct regular rate of pay); (2) failure to provide meal periods; (3) failure to
19 authorize and permit rest periods; (4) failure to pay all earned wages twice per month; (5) failure
20 to maintain accurate records of hours worked, payroll records, and meal periods; (6) failure to
timely pay all wages at termination; (7) failure to furnish accurate itemized wage statements; (8)
failed to indemnify for necessary expenditures; and (9) failure to produce requested employment
records (Lab. Code §§ 1198.5, 432, 226). Aggrieved Employees, other than Plaintiffs, will not be
deemed to have released any non-PAGA individual claims by virtue of this Agreement (“PAGA
Released Claims”). This release applies only to PAGA penalty claims that accrued during the
PAGA Period. There shall be no right to opt-out of the settlement by Aggrieved Employees,
consistent with California law.

21 **IV. SETTLEMENT ADMINISTRATOR**

22 **PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

23
24 You may call the Settlement Administrator, Apex Class Action Administration (“Apex”) toll free
25 at 1(____) _____ with any questions. You must inform the Settlement Administrator of any
change of address to ensure receipt of your settlement payment.

26 Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such
27 event, the Settlement Administrator shall direct all unclaimed funds to the California State
28 Controller’s Office in the name of the Aggrieved Employee to whom the check was issued. If

your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 2



WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/14/2025	CC083125TA-1391	One Legal LLC	Yuhca HC, LLC /Yucapia Hill Post Acute (Clark) - Wage & Hour (PAGA ONLY)	26033503-263462-Atty Svc for Court Filing- Change of Address-Thadnisha Clark	\$27.76
Total							\$27.76

09/16/25
Accrual Basis

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

Type	Date	Num	Class	Source Name
500000 · COS				
501500 · Court Filing Fees				
Credit ...	05/19/2025	25416403	YuhcaHC(Clark).PAGA	One Legal LLC
Total 501500 · Court Filing Fees				
Total 500000 · COS				
TOTAL				

09/16/25

Accrual Basis

Wilshire Law Firm, PLC
Client Costs Detailed Report
All Transactions

<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
25416403-263462-Atty Svc for Court Filing-CMCS-YuhcaHC(Cla...	26.73	26.73
	26.73	26.73
	26.73	26.73
	26.73	26.73

Expenses Subtotals - Filtered Exp. Type

As of 2025-09-16 14:58:40 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By

Show: All matters

Matter: ID equals a0L5G00000Yi5ki

Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Thadnisha Clark - Wage & Hour: //	DTF	6/12/2023	E-3150187		Docusign Envelope	\$1.89			\$1.89
	Subtotal	Sum				\$1.89	\$0.00	\$0.00	\$1.89
		Count	1						
	E108 — Postage	~~9/11/2023~~	~~E-3143611~~			~~\$7.18~~			~~\$7.18~~
		~~9/11/2023~~	~~E-3143610~~			~~\$7.18~~			~~\$7.18~~
		~~8/28/2023~~	~~E-3141157~~			~~\$7.90~~			~~\$7.90~~
		~~8/28/2023~~	~~E-3141156~~			~~\$7.90~~			~~\$7.90~~
		~~8/28/2023~~	~~E-3141155~~			~~\$7.90~~			~~\$7.90~~
		~~7/27/2023~~	~~E-3134841~~			~~\$7.18~~			~~\$7.18~~
		~~6/30/2023~~	~~E-3129484~~			~~\$6.85~~			~~\$6.85~~
		~~6/30/2023~~	~~E-3129481~~			~~\$6.85~~			~~\$6.85~~
		~~6/30/2023~~	~~E-3129479~~			~~\$6.85~~			~~\$6.85~~
	Subtotal	Sum				\$65.79	\$0.00	\$0.00	\$65.79
		Count	9						
Subtotal		Sum				\$67.68	\$0.00	\$0.00	\$67.68
		Count	10						
Total		Sum				\$67.68	\$0.00	\$0.00	\$67.68
		Count	10						

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WILSHIRE
LAW FIRM

Client Cost Report

Account	Type	Date	Num	Name	Matter Display Name	Line Memo	Amount
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/14/2025	CC083125TA-1388	One Legal LLC	Yuhca HC, LLC /Yucapia Hill Post Acute (Clark) - Wage & Hour (Class Action)	26033661-243186-Atty Svc for Court Filing-Change of Address-Thadnisha Clark	\$26.73
501500 Cost of Sale : Court Filing Fees	C r e d i t Card	8/20/2025	CC083125TA-1843	One Legal LLC	Yuhca HC, LLC /Yucapia Hill Post Acute (Clark) - Wage & Hour (Class Action)	26113849-243186-Atty Svc for Court Filing-Dissmissal to Entire Action-Thadnisha Clark	\$23.63
Total							\$50.36

Wilshire Law Firm, PLC
Client Costs Detailed Report

09/16/25

Accrual Basis

All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
501500 · Court Filing Fees							
Credit ...	05/28/2024		Yuhca(Clark).W&H	San Bernardino Superior Court	273444410 (243186) Yuhca(Clark).W&H	0.14	0.14
Credit ...	05/28/2024		Yuhca(Clark).W&H	San Bernardino Superior Court	273444410 (243186) Yuhca(Clark).W&H	3.00	3.14
Bill	09/08/2023	64140	Yuhca(Clark).W&H	Valpro Attorney Services, LLC	64140-Yuhca(Clark).W&H-File Complex Filing	1,718.50	1,721.64
Bill	10/05/2023	65921	Yuhca(Clark).W&H	Valpro Attorney Services, LLC	65921-Yuhca(Clark).W&H-File POS	45.00	1,766.64
Credit ...	03/27/2024	22287313	Yuhca(Clark).W&H	One Legal LLC	22287313-CMC efiled-Atty Svc for Court Filing-243186 ****C...	20.68	1,787.32
Credit ...	02/26/2024	22287314	Yuhca(Clark).W&H	One Legal LLC	22287314-CMC efiled-Atty Svc for Court Filing-243186 ****C...	51.48	1,838.80
Credit ...	10/26/2024	23928856	Yuhca(Clark).W&H	One Legal LLC	23928856-243186-Atty Svc for Court Filing-Comp.CCCS,Su...	1,503.53	3,342.33
Credit ...	03/06/2025	24856775	Yuhca(Clark).W&H	One Legal LLC	24856775-243186-Atty Svc for Court Filing-CMCS-Yuhca(Cl...	25.97	3,368.30
Credit ...	04/23/2025	25223075	Yuhca(Clark).W&H	One Legal LLC	25223075-243186-Atty Svc for Court Filing-CMC-Yuhca(Cl...	26.73	3,395.03
Credit ...	05/21/2025	25427151	Yuhca(Clark).W&H	One Legal LLC	25427151-243186-Atty Svc for Court Filing-Notice-Yuhca(Cl...	26.73	3,421.76
Credit ...	06/03/2025	25439787	Yuhca(Clark).W&H	One Legal LLC	25439787-243186-Atty Svc for Court Filing-Dismissal-Yuhca(...	26.73	3,448.49
Total 501500 · Court Filing Fees						3,448.49	3,448.49
502500 · Legal Expenses							
Credit ...	08/25/2023		Yuhca(Clark).W&H	Department of Industrial Rel...	ORD-000248951 (243186) Yuhca(Clark).W&H	75.00	75.00
Total 502500 · Legal Expenses						75.00	75.00
502700 · Mediation Fees							
Bill	05/16/2024	2024-167-KB	Yuhca(Clark).W&H	Law Offices of Kevin Barnes	2024-167-KB-Yuhca(Clark).W&H-50% Mediation Fee sked 1...	7,500.00	7,500.00
Total 502700 · Mediation Fees						7,500.00	7,500.00
503200 · Process Service Fees							
Bill	10/04/2023	65875	Yuhca(Clark).W&H	Valpro Attorney Services, LLC	65875-Yuhca(Clark).W&H Servee:Yuh CA HC LLC-S&C	143.30	143.30
Total 503200 · Process Service Fees						143.30	143.30
503300 · Professional Fees							
Bill	10/24/2024	13200	Yuhca(Clark).W&H	Berger Consulting Group, LLC	13200-Yuhca(Clark).W&H-5.60 hours at 550/hr Rate	3,080.00	3,080.00
Total 503300 · Professional Fees						3,080.00	3,080.00
Total 500000 · COS						14,246.79	14,246.79
TOTAL						14,246.79	14,246.79

Expenses Subtotals - Filtered Exp. Type

As of 2025-09-16 15:09:45 Pacific Standard Time/PST • Generated by Louis Montgomery

Filtered By
Show: All matters
Matter: ID equals a0L5G00000Yi5kx
Expense Type equals E127 — DTF,DTF,E108 — Postage,E102 — Printing

Display Name ↑	Expense Type ↑	Date	Expense: Expense ID	Provider Name	Note	Amount	Reduction Amount	Amount Paid	Amount Due.
Jenaia richmond - Wage & Hour: //	DTF	7/12/2023	E-3151126		Docusign Envelope	\$1.89			\$1.89
		6/6/2023	E-3150069		Docusign Envelope	\$1.89			\$1.89
	Subtotal	Sum				\$3.78	\$0.00	\$0.00	\$3.78
		Count	2						
	~~E108 — Postage~~	~~7/12/2023~~	~~E-3130813~~			~~\$7.18~~			~~\$7.18~~
		~~7/12/2023~~	~~E-3130812~~			~~\$7.18~~			~~\$7.18~~
		~~7/12/2023~~	~~E-3130810~~			~~\$7.18~~			~~\$7.18~~
		Sum				\$21.54	\$0.00	\$0.00	\$21.54
	Subtotal	Count	3						
Subtotal	Sum					\$25.32	\$0.00	\$0.00	\$25.32
	Count	5							
Total	Sum					\$25.32	\$0.00	\$0.00	\$25.32
	Count	5							

09/16/25

Wilshire Law Firm, PLC
Client Costs Detailed Report

Accrual Basis

All Transactions

Type	Date	Num	Class	Source Name	Memo	Amount	Balance
500000 · COS							
502500 · Legal Expenses							
Bill	09/03/2024	850711723	YucapiaHill(Richmond).W&H	Thomson Reuters-West Publ...	Legal Research-YucapiaHill(Richmond).W&H	99.97	99.97
Total 502500 · Legal Expenses						99.97	99.97
Total 500000 · COS						99.97	99.97
TOTAL						99.97	99.97

EXHIBIT 3

EXHIBIT 3



Thank you for your Court Complaint Submission.

From DIR PAGA Unit <no-reply@formassembly.com>

Date Mon 6/2/2025 2:28 PM

To Christina Hicklin <christina.hicklin@wilshirelawfirm.com>

06/02/2025 02:28:12 PM

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

Item submitted: Court Complaint

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://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Cchristina.hicklin%40wilshirelawfirm.com%7C2b0f6d9f7fbb43045db308dda21c69e7%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638844965097897050%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjA%7C%7C%7C%7C&sdata=rD%2FNUM4YmMNMfjxdmHTF0mkumVHKsoB%2Fs7GUsPnno8%3D&reserved=0

EXHIBIT 4

EXHIBIT 4



Outlook

Thank you for your Proposed Settlement Submission

From DIR PAGA Unit <no-reply@formassembly.com>

Date Mon 6/2/2025 2:41 PM

To Christina Hicklin <christina.hicklin@wilshirelawfirm.com>

06/02/2025 02:40:40 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Cchristina.hicklin%40wilshirelawfirm.com%7C61231bf6d4cf47703f5d08dda21e2805%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C638844972600632898%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOilwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoiTWFpbGlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=EPjNEBdWfIKb2UuSvf0VSMQeyhBOjLf0hBOBHL9HoLA%3D&reserved=0