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*Attorneys for Plaintiffs Jemila Hassan and
Farah Doulkidah*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DIANDREA CORREA, JEMILA HASSAN,
AND FARAH DOULKIDAH, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

CAREMERIDIAN, LLC, a Delaware limited
liability company; NEURORESTORATIVE, an
unknown business entity;
NEURORESTORATIVE CALIFORNIA, an
unknown business entity; THE MENTOR
NETWORK, an unknown business entity;
MENTOR MANAGEMENT INC., an unknown
business entity; SEVITA, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV10707

**SUPPLEMENTAL SUBMISSION IN
SUPPORT OF PLAINTIFF'S NOTICE OF
MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 9, 2025

Time: 9:00 a.m.

Dept: 17

TO THE COURT, TO ALL PARTIES, AND THEIR COUNSEL OF RECORD:

Plaintiffs Jamila Hassan, Farah Doulkidah, and Diandrea Correa (“Plaintiffs”) provide this supplemental submission in response to the Court’s ruling on Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, originally scheduled for hearing on May 23, 2025. The Court continued the hearing to June 9, 2025 at 9:00 a.m., with instructions to address the following concerns:

Ruling	Revisions/Submissions
1. This motion was filed in Hassan v. CareMeridian, Case No. 30-2023001304672. But the operative First Amended Complaint that combined all of the plaintiffs claims into one complaint was filed in Correa v. CareMeridian, Case No. 23STCV10707. At the hearing, be prepared to explain why the motion should not be filed and heard in Case No. 23STCV10707, with the other three cases being dismissed.	The Parties will be prepared to discuss this issue at the hearing.
2. The class release in paragraph 5.2 refers to the Operative Complaints. However, the operative complaint is the First Amended Complaint in Correa, Case No. 23STCV10701, which consolidated all claims by all of the	The Parties have revised Paragraph 5.2 to refer to the operative First Amended Complaint. <i>See</i> Supplemental Declaration of John G. Yslas (“Suppl. Yslas Decl.”) at ¶¶ 4-5, Exhibits 1 & 2.

1	plaintiffs. Please revise paragraph 5.2 to	
2	refer to the operative First Amended	
3	Complaint.	
4		
5	3. The PAGA release in paragraph 5.3	The Parties have revised Paragraph 5.3 to
6	refers to claims in the Operative	reference claims that could have been brought
7	Complaints and any additional PAGA	based on the facts in the First Amended
8	claims that could have been based on the	Complaint in Correa, Case No. 23STCV10701
9	facts in the Operative Complaints. The	and the plaintiffs' PAGA notices. <i>See</i> Suppl.
10	reference should be to claims that could	Yslas Decl. at ¶¶ 4-5, Exhibits 1 & 2.
11	have been brought based on the facts	
12	alleged in the First Amended Complaint	
13	in Correa, Case No. 23STCV10701 and	
14	the plaintiffs' PAGA notices. Please	
15	revise the settlement agreement.	
16		
17	4. Paragraphs 9 and 10 in the class notice	The Parties have revised the Class Notice to
18	should contain the same release	contain the same release language as paragraphs
19	language as paragraphs 5.2 and 5.3 in	5.2 and 5.3 in the settlement agreement. <i>See</i>
20	the settlement agreement. Paragraph 9	Suppl. Yslas Decl. at ¶¶ 4-5, Exhibits 1 & 2.
21	in the class notice states that	
22	participating class members are based	
23	from seeking PAGA penalties under the	
24	class release. That is not correct. The	
25	class release does not pertain to PAGA	
26	penalties. Please revise these paragraphs	
27	in the class notices so that they contain	
28		

1	the same release language as revised	
2	paragraphs 5.2 and 5.3 in the settlement	
3	agreement.	
4		
5	5. The class notice should contain the case	The Parties have revised the Class Notice to
6	name and number. Please revise.	contain the case and number. <i>See</i> Suppl. Yslas
7		Decl. at ¶¶ 4-5, Exhibits 1 & 2.
8	6. Paragraph 1.44 defines "Response	The settlement agreement and class notice have
9	Deadline" as 60 days after the notice is	been revised to clarify that the deadline to
10	mailed. But paragraph 7.5.1 states that	respond is 45 days after the notice is mailed. <i>See</i>
11	class members must send requests for	Suppl. Yslas Decl. at ¶¶ 4-5, Exhibits 1 & 2.
12	exclusion no later than 45 days after the	
13	notice is mailed. The proposed order	
14	also states 45 days for all responses.	
15	Clarify the correct deadline for	
16	responses and revise the settlement	
17	agreement, class notice, and/or	
18	proposed order accordingly.	
19		
20	7. File declarations from Wilshire Law	Declarations from Wilshire Law Firm and the
21	Firm and the named plaintiffs regarding	named plaintiffs confirming no interest or
22	any interest or involvement with the cy	involvement with the cy pres recipient have been
23	pres recipient.	filed. <i>See</i> Suppl. Yslas Decl. at ¶ 3; Declaration
24		of Diandrea Correa; Supplemental Declaration
25		of Farah Doulkidah; Supplemental Declaration
26		of Jemila Hassan.
27		
28		

1 8. File proof of submission to the LWDA
2 of any revised settlement agreement
3
4

The amended settlement agreement was
submitted to the LWDA on June 5, 2025. *See*
Suppl. Yslas Decl. at ¶ 6, Exhibit 3.

5
6 Dated: June 5, 2025
7

WILSHIRE LAW FIRM

8 By: 
9

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Jeffrey C. Bils
Aram Boyadjian
Andrew Sandoval
Attorneys for Plaintiffs
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*Attorneys for Plaintiffs Jemila Hassan and
Farah Doulkidah*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DIANDREA CORREA, JEMILA HASSAN,
AND FARAH DOULKIDAH, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

CAREMERIDIAN, LLC, a Delaware limited
liability company; NEURORESTORATIVE, an
unknown business entity;
NEURORESTORATIVE CALIFORNIA, an
unknown business entity; THE MENTOR
NETWORK, an unknown business entity;
MENTOR MANAGEMENT INC., an unknown
business entity; SEVITA, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV10707

**PLAINTIFF FARAH DOULKIDAH'S
SUPPLEMENTAL DECLARATION IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 9, 2025

Time: 9:00 a.m.

Dept: 17

DECLARATION OF FARAH DOULKIDAH

I, FARAH DOULKIDAH, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I submit this Supplemental Declaration in response to the Court's Tentative Order Re Motion for Preliminary Approval issued on May 23, 2025.

3. I do not have any interest or involvement, financial or otherwise, in the cy pres recipient, California CASA (Court Appointed Special Advocates).

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

Executed on 6/4/2025, at Miamisburg, Ohio.

DocuSigned by:

Farah Doulkidah

5245F2DC85D947A

FARAH DOULKIDAH

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*Attorneys for Plaintiffs Jemila Hassan and
Farah Doulkidah*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DIANDREA CORREA, JEMILA HASSAN,
AND FARAH DOULKIDAH, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
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Plaintiffs,

vs.

CAREMERIDIAN, LLC, a Delaware limited
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NETWORK, an unknown business entity;
MENTOR MANAGEMENT INC., an unknown
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100, inclusive,

Defendants.

Case No.: 23STCV10707

**PLAINTIFF JEMILA HASSAN'S
SUPPLEMENTAL DECLARATION IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 9, 2025

Time: 9:00 a.m.

Dept: 17

DECLARATION OF JEMILA HASSAN

I, JEMILA HASSAN, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I submit this Supplemental Declaration in response to the Court's Tentative Order Re Motion for Preliminary Approval issued on May 23, 2025.

3. I do not have any interest or involvement, financial or otherwise, in the cy pres recipient, California CASA (Court Appointed Special Advocates).

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

Executed on 6/5/2025, at Garden Grove, California.

DocuSigned by:

4EA0CA387D53420
JEMILA HASSAN

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DIANDREA CORREA, JEMILA HASSAN,
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NETWORK, an unknown business entity;
MENTOR MANAGEMENT INC., an unknown
business entity; SEVITA, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV10707

**SUPPLEMENTAL DECLARATION OF
JOHN G. YSLAS IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 9, 2025

Time: 9:00 a.m.

Dept: 17

DECLARATION OF JOHN G. YSLAS

I, John G. Yslas, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, (“WLF”) along with co-counsel Lawyers for Justice, APC are counsel of record for Plaintiffs Jamila Hassan, Farah Doulkidah, and Diandrea Correa (“Plaintiffs”).

2. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Supplemental Declaration is submitted in support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and in response to the Court’s Tentative Order Re Motion for Preliminary Approval issued on May 23, 2025 (“Tentative”).

3. To the best of my knowledge, no one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone employed at the law firm) has any interest or involvement, financial or otherwise, in the cy pres recipient, California CASA (Court Appointed Special Advocates).

4. Attached hereto as **Exhibit 1** is a true and correct copy of the redlined changes to the Second Amended Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”) pursuant to the Court’s Tentative.

5. Attached hereto as **Exhibit 2** is a true and correct copy of the fully executed Settlement Agreement.

6. Attached hereto as **Exhibit 3** is a true and correct copy of confirmation of submission of the Settlement Agreement to the LWDA.

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

Executed on June 5, 2025, at Los Angeles, California.



John G. Yslas

EXHIBIT 1

SECOND~~FIRST~~ AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This ~~Second~~First Amended Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Jemila Hassan, Farah Doulkidah, and Diandrea Correa (“Plaintiffs”) and Defendant CareMeridian, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as a “Party.”

Pursuant to sections 12.9 of the Class Action and PAGA Settlement Agreement and Class Notice executed by the Parties (as defined herein) on approximately April 25, 2024 (“Original Agreement”), and of the First Amended Class Action and PAGA Settlement Agreement and Class Notice executed on approximately March 26, 2025 (“First Amended Agreement”), this Agreement is intended to amend the terms of, and shall supersede, the Original Agreement and First Amended Agreement, and, upon full execution of this Agreement, the Original Agreement and First Amended Agreement shall be deemed null and void.

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned *Jemila Hassan v. CareMeridian, LLC dba Sevita* (Orange County Superior Court Case No. 30-2023-01304672-CU-OE-CXC); *Jemila Hassan v. CareMeridian, LLC dba Sevita* (Orange County Superior Court Case No. 30-2023-01352171-CU-OE-CXC); *Diandrea Correa v. CareMeridian, LLC, et al.* (Los Angeles County Superior Court Case No. 23STCV10707); and *Diandrea Correa v. CareMeridian, LLC, et al.* (Los Angeles County Superior Court Case No. 23PSCV01439).
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity whom the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount that the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as hourly-paid, non-exempt employees in the State of California during the PAGA Period. However, employees who participated in and/or were covered by the Gomez Settlement (defined below) and who did not work as non-exempt employees for Defendant in the State of California subsequent to the end of the release date in that action (July 14, 2020) are neither Class Members nor PAGA Members for purposes of this settlement. Further, employees who participated in and/or were covered by the Gomez Settlement and who did work as non-exempt employees for Defendant in the State

of California subsequent to the end of the release date in that action (July 14, 2020) will not have their workweeks or pay periods on or before July 14, 2020 included for any calculations for purposes of this settlement.

- 1.5 “Class” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency, or professional employer organization, as hourly-paid, non-exempt employees in the State of California during the Class Period. However, employees who participated in and/or were covered by the court-approved Gomez Settlement and who did not work as non-exempt employees for Defendant in the State of California subsequent to the end of the release date in that action (July 14, 2020) are neither Class Members nor PAGA Members for purposes of this settlement. Further, employees who participated in and/or were covered by the court-approved Gomez Settlement and who did work as non-exempt employees for Defendant in the State of California subsequent to the end of the release date in that action (July 14, 2020) will not have their workweeks or pay periods on or before July 14, 2020 included for any calculations for purposes of this settlement
- 1.6 “Class Counsel” means John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm PLC as well as Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Vartan S. Madoyan of Lawyers for Justice, PC.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, number of Class Period Workweeks, and number of PAGA Period Workweeks.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

- 1.12 “Class Period” means the period from January 30, 2019 through November 8, 2023.
- 1.13 “Class Representatives” means the named Plaintiffs in the Operative Complaints in the Action seeking Court approval to serve as a Class Representatives.
- 1.14 “Class Representative Service Payment” means any payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Orange, or any California Superior Court in which the Action is coordinated pursuant to California Code of Civil Procedure section 404.
- 1.16 “Defendant” means named Defendant CareMeridian, LLC.
- 1.17 “Defense Counsel” means Ian G. Robertson, Henry Aho, and Michelle Barrett Falconer or Littler Mendelson PC.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gomez Settlement” means *Maria Jessenia Gomez v. CareMeridian, LLC* filed in Los Angeles County Superior Court Case No. BC655730, which covered all current and former non-exempt Registered Nurses, Licensed Vocational Nurses, Certified Nursing Assistants, and Assistant Directors of Nursing employed at CareMeridian, LLC’s California facilities between September 11, 2014 and July 14, 2020.
- 1.23 “Gross Settlement Amount” means \$3,000,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8

below. This Gross Settlement Amount will cover payment of all class claims and PAGA penalties released herein, civil penalties, attorneys' fees, costs, enhancement payment to the Class Representative, and third-party administration costs. This amount shall expressly exclude the employer share of payroll taxes if/where applicable, which shall be paid by Defendant separate and apart from the Gross Settlement Amount.

- 1.24 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.25 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.26 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.27 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32 "PAGA Period" means the period from March 23, 2022 through November 8, 2023.
- 1.33 "PAGA" means the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*).
- 1.34 "PAGA Notices" mean Plaintiff Diandrea Correa's March 6, 2023 letter, Plaintiff Jemila Hassan's July 6, 2023 letter, and Plaintiffs Jemila Hassan and Farah Doulkidah's September 23, 2023 amended letter to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

- 1.35 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and 75% to LWDA (\$75,000.00) in settlement of PAGA claims.
- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Plaintiffs” means Jemila Hassan, Farah Doulkidah, and Diandrea Correa, the named plaintiffs in the Actions.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval.
- 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.42 “Released Parties” means: Defendant, as well as Defendant’s current and former owners, officers, shareholders, directors, agents, employees, attorneys, and insurers. Plaintiffs will additionally release all known and unknown claims they may have against Defendant and the released parties under the terms of California, Civil Code §§ 1542. Expressly excluded from this release is Plaintiff’s Workers’ Compensation claim, if any, and any claims that cannot be released as a matter of law.
- 1.43 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44 “Response Deadline” means ~~4560~~ days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period and/or PAGA Period.

2. RECITALS.

- 2.1 On May 11, 2023, Plaintiff Diandrea Correa filed two actions against defendants CareMeridian, LLC, Neurorestorative, Neurorestorative California, The mentor Network, Mentor Management Inc., and Sevita, in Los Angeles County Superior Court, including (i) a proposed Class Action, Case No. 23STCV10707, alleging causes of action for unpaid overtime, unpaid meal and rest periods, unpaid minimum wages, failure to timely pay final wages and wages during employment, wage statement violations, payroll recordkeeping violations, failure to reimburse business expenses, and violation of Business & Professions Code sections 17200, *et seq.*, and (ii) a PAGA action, case No. 23PSCV01439, seeking civil penalties stemming from these defendants' alleged violative wage-and-hour practices (the "Correa Actions"). On January 30, 2023, Plaintiff Jemila Hassan filed a Class Complaint in Orange County Superior Court, Case No. 30-2023-01304672-CU-OE-CXC alleging causes of action against Defendant for pay minimum and straight time wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to provide accurate itemized wage statements, failure to indemnify employees for expenditures, and unfair business practices (the "Hassan Class Action").
- 2.2 On September 11, 2023, Defendant filed a Motion for Order Granting Permission to Submit a Petition for Case Coordination in Orange County Superior Court, requesting permission to petition for coordination of the Correa Actions and the Hassan Class Action. Proceedings are currently under way in Orange County Superior Court to determine, *inter alia*, whether coordination of the included actions is appropriate. The coordination proceedings have been designated as Judicial Council Coordination Proceeding No. 5308 ("JCCP 5308").
- 2.3 On September 18, 2023, Plaintiff Jemila Hassan filed a PAGA representative Action in Orange County Superior Court, Case No. 30-2023-01352171-CU-OE-CXC, seeking civil penalties stemming from Defendant's failure to pay for all hours worked (minimum, straight, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify employees for expenditures, and failure to produce requested employment records (the "Hassan PAGA Action"). The Parties contemplate that this Hassan PAGA Action will become part of the coordination proceeding JCCP 5308.
- 2.4 ~~The class action and PAGA representative action Complaints collectively are the operative complaints in the Action (the "Operative Complaints"). The Parties shall stipulate to amend the Operative Complaints to add Plaintiff Farah Doulkidah as a named Plaintiff and proposed Class and PAGA representative. The Parties contemplate that the Action and its proposed resolution shall be determined in the coordination proceeding JCCP 5308. On March 12, 2025, a First Amended~~

Complaint was filed in the *Correa* Action (Case No. 23STCV10707), combining the Actions into a single complaint. The First Amended Complaint is the “Operative Complaint.”

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- 2.5 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.6 On November 8, 2023 the Parties participated in an all-day mediation presided over by Tripper Ortman, Esq., an experienced mediator, which led to this Agreement to settle the Action.
- 2.7 Prior to mediation, Plaintiffs obtained, through informal discovery, a sampling of time and payroll records for hourly paid, non-exempt employees from January 30, 2019 to August 25, 2023, a list of estimated number of employees during the Class Period and PAGA Period, Class workweeks, average rate of pay, wage and hour policy documents, and all documents concerning Plaintiffs available to Defendant.
- 2.8 Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.9 The Court has not granted class certification.
- 2.10 The Parties, Class 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, Defendant promises to pay \$3,000,000.00 and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1 To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$15,000.00 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are

entitled to receive as Participating Class Members). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which payment is currently estimated to be \$1,050,000.00, and a Class Counsel Litigation Expenses Payment of not more than \$33,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$19,950.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: Each Class Member's share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount.
- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 40% of each

Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and 40% for penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1 Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share. These payments to Aggrieved Employees shall be allocated as 100% penalties; Aggrieved Employees will be responsible for paying any personal income taxes owed on the amounts they receive.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 1,777 Class Members who collectively worked a total of 100,339 Workweeks, and 1,212 Aggrieved Employees who collectively worked a total of 23,724 PAGA Pay Periods. Employees who participated in and/or were covered by the court-approved Gomez Settlement and who did work as non-exempt employees for Defendant in the State of California subsequent to the end of the release date in that action (July 14, 2020) will not have their workweeks or pay periods on or before July 14, 2020 included for any calculations for purposes of this settlement.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the

Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the Administrator no later than 60 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding

address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) ("Cy Pres Recipient"). The proposed *cy pres* beneficiary set forth by the Parties is CASA (Court Appointed Special Advocates). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaints and (b) all representative and non-representative PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints, Plaintiffs' PAGA Notices or ascertained during the Action and released under 5.2, below. ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which

reads:

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

5.2 Release by Participating Class Members: All Participating Class Members release any and all claims contained in the Operative Complaints, as defined in Paragraph 2.4, and any additional wage and hour claims that could have been brought based on the facts alleged in the Operative Complaints, during employment in an hourly, non-exempt position in California during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release any and all representative and non-representative claims for civil penalties that were brought under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, contained in Plaintiffs' Operative Complaints, as defined in Paragraph 2.4, and any additional wage and hour claims under PAGA that could have been brought based on the facts alleged in the Operative Complaints during the PAGA Claim Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and

attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) 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 Class Members, and/or the Administrator and/or the proposed Cy Pres; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient; (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the ~~45~~60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or

overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have ~~4560~~ days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~4560~~ days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment.

The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the

Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 100,339 Total Workweeks during the Class Period. If there is a ten percent (10%) increase in the number of reported class workweeks, such increase shall trigger an escalation of the Gross Settlement Amount in the amount equivalent to one percent (1%) for every one percent (1%) increase in workweeks over the ten percent (10%) threshold.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 3% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 10 business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the

Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. **ADDITIONAL PROVISIONS.**
- 12.1 No Admission of Liability, Class Certification or Representative Manageability for

Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding the Original Agreement and any and all oral representations, warranties,

covenants or inducements made to or by any Party.

- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of

information shall survive the execution of this Agreement.

- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

John G. Yslas, Esq.
Senior Partner
Wilshire Law Firm, PLC
3055 Wilshire Blvd., 12th Floor
Los Angeles, CA 90010

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Vartan S. Madoyan
Lawyers for Justice, PC
450 North Brand Blvd., # 203
Glendale, CA 91203

To Defendant:

Ian G. Robertson, Esq.
Littler Mendelson PC
18565 Jamboree Road, Suite 800
Irvine, CA 92612

- 12.18 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.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

PLAINTIFFS:

John G. Yslas
WILSHIRE LAW FIRM, PLC
Counsel for Plaintiffs Jemila Hassan and Farah
Doulkidah

Jemila Hassan

Farah Doulkidah

Edwin Aiwarzian
Joanna Ghosh

Diandrea Correa

Vartan S. Madoyan
Lawyers for Justice, PC
Counsel for Plaintiff Diandrea Correa

DEFENDANT:

[Print name and title]

[Sign here]
On behalf of CareMeridian, LLC

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Correa et al vs. Caremeridian, LLC et al.,

Case No. 23STCV10707 (Los Angeles County Superior Court)

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***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against CareMeridian, LLC (“Defendant”) for alleged wage and hour violations entitled *Correa et al vs. CareMeridian, LLC, Case No. 23STCV10707 filed in Los Angeles Superior Court* (“Action”). The First Amended Complaint in the Action is the “Operative Complaint.” was filed by The “Plaintiffs,” Jemila Hassan, Farah Doukidah, and Diandrea Correa, (“Plaintiffs”) and seeks payment of (1) back wages penalties, and other relief for a class of hourly employees (“Class Members”) who worked for Defendant during the Class Period (August 5, 2018 to November 8, 2023); and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for all hourly employees who worked for Defendant in the State of California during the PAGA Period (March 23, 2022 to November 8, 2023) (“Aggrieved Employees”).

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The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____** (less withholding). **And your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.

The above estimates are based on Defendant’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periodsworkweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

Commented [A1]: I think we’re still using workweeks to calculate the PAGA payment ratio/share. Please confirm.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and

Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can orally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to COE’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action alleges several causes of action, including failing to pay for all hours worked (minimum, straight time, and overtime wages), wages due upon termination, reimbursable expenses, and all earned wages twice per month, by failing to provide meal periods, rest breaks, accurate itemized wage statements, and requested employment records, and by failing to maintain accurate records of hours worked and meal periods. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and Andrew Sandoval of Wilshire Law Firm, PLC, as well as Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and Vartan Madoyan of Lawyers for Justice PC (“Class Counsel”).

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs is/are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator, Tripper Ortman, Esq. in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of all disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$3,000,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, PAGA/Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant agrees to pay the Total Gross Settlement Sum within sixty (60) days of final approval. Defendant will include Defendant’s share of employer-side taxes owed on the wages portion of the settlement. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$1,050,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$33,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000.00 as a Class Representative Award for each Plaintiff for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.

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- C. Up to \$19,950.00 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 40% to penalties and 40% to interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). The funds represented by any uncashed checks shall be transmitted to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) (“Cy Pres Recipient”). The intended Cy Pres is California CASA (Court Appointed Special Advocates).

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the __ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class

Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts ~~and PAGA penalties based on PAGA Period facts~~, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release any and all claims contained in the Operative Complaints, and any additional wage and hour claims that could have been brought based on the facts alleged in the Operative Complaints, during employment in an hourly, non-exempt position in California during the Class Period. Except as set forth in Section 5.3 of the ~~is~~ Agreement (and in paragraph 10, below), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting or participating in individual and/or non-individual PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue,

continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release any and all claims for civil penalties that were brought under the Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*, contained in Plaintiffs' Operative Complaints and any additional wage and hour claims under PAGA that could have been brought based on the facts alleged in the Operative Complaints during employment in a non-exempt position in California during the PAGA Claim Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.
3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check

to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jemila Hassan, et al. v. Defendant, LLC* and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least ____ days before the ____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website, _____, or the Court's website <https://www.eecourtslacourt.org/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Jemila Hassan, et al. v. Defendant, LLC* and include your current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at

your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in _____ of the ~~Orange~~ Los Angeles County Superior Court, located at _____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via _____. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (_____) and entering the ~~eCase n~~ Case n Number for the Action, Case No. ~~23STCV1070730-2023-01304672-CU OE CXC~~. You can also make an appointment to personally review court documents in the Clerk's Office at _____.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

~~Name of Attorneys:~~

John G. Yslas, Jyslas@wilshirelawfirm.com

Jeffrey C. Bills, Jbills@wilshirelawfirm.com

Aram Boyadjian, Aboyadjian@wilshirelawfirm.com

Andrew Sandoval, ~~Andrew.Sandoval@wilshirelawfirm~~ Andrew.Sandoval@wilshirelawfirm.com

~~Name of Firm:~~ Wilshire Law Firm, PLC

~~Mailing Address:~~ 3055 Wilshire Blvd., 12th Floor, Los Angeles, CA 90010

Telephone: (213) 381-9988

~~Name of Attorneys:~~

Edwin Aiwarzian

Arby Aiwarzian

Joanna Ghosh

Vartan S. Madoyan

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Edwin Aiwazian (SBN 232943)
Vartan S. Madoyan (SBN 279015)
Matthew Soto (SBN 353499)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/13/2025 10:46 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By L. Smith, Deputy Clerk

Attorneys for Plaintiff Diandrea Correa

John G. Yslas (SBN 187324)
Jeffrey C. Bills (SBN 301629)
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WILSHIRE LAW FIRM
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*Attorneys for Plaintiffs Jemila Hassan and
Farah Doulkidah*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DIANDREA CORREA, JEMILA HASSAN,
AND FARAH DOULKIDAH, individually,
and on behalf of other members of the general
public similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

CAREMERIDIAN, LLC, a Delaware limited
liability company; NEURORESTORATIVE, an
unknown business entity;
NEURORESTORATIVE CALIFORNIA, an
unknown business entity; THE MENTOR
NETWORK, an unknown business entity;
MENTOR MANAGEMENT INC., an unknown
business entity; SEVITA, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 23STCV10707

**PLAINTIFF FARAH DOULKIDAH'S
SUPPLEMENTAL DECLARATION IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 9, 2025

Time: 9:00 a.m.

Dept: 17

DECLARATION OF FARAH DOULKIDAH

I, FARAH DOULKIDAH, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness.

2. I submit this Supplemental Declaration in response to the Court's Tentative Order Re Motion for Preliminary Approval issued on May 23, 2025.

3. I do not have any interest or involvement, financial or otherwise, in the cy pres recipient, California CASA (Court Appointed Special Advocates).

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

Executed on 6/4/2025, at Miamisburg, Ohio.

DocuSigned by:

Farah Doulkidah

5245F2DC85D947A

FARAH DOULKIDAH

Edwin Aiwazian (SBN 232943)
Vartan S. Madoyan (SBN 279015)
Matthew Soto (SBN 353499)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/13/2025 10:46 AM
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By L. Smith, Deputy Clerk

Attorneys for Plaintiff Diandrea Correa

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Farah Doulkidah*

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Defendants.

Case No.: 23STCV10707

PROOF OF SERVICE

PRELIMINARY APPROVAL HEARING

Date: June 9, 2025
Time: 9:00 a.m.
Dept: 17

PROOF OF SERVICE

Jemila Hassan v. Care Meridian, LLC
Case No.: 30-2023-01304672-CU-OE-C C

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Christina Hicklin, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is mkROUT@wilshirelawfirm.com.

On J , , I served the foregoing:

- **SUPPLEMENTAL SUBMISSION IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**
- **SUPPLEMENTAL DECLARATION OF JOHN G. YSLAS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

SEE ATTACHE SERVICE LIST

() **VIA CASE ANYWHERE** I hereby certify that a true and correct copy of this document was electronically served from Irvine, California by transmission to Case Anywhere, to the parties listed on the Case Anywhere service list for this matter.

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

Executed on J , , at Los Angeles, California.

Christina Hicklin
Type or Print Name



Signature

SERVICE LIST

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John Keeney, Es .
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