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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EDYTHE GUZMAN, 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,

Plaintiff,

v.

AMERICAN ALL CARE SERVICES
HOSPICE, INC., a California Corporation;
and DOES 1 through 100, Inclusive,

Defendants.

Case No. 24STCV00055

**DECLARATION OF SHANI O. ZAKAY, ESQ.
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: February 17, 2026

Time: 10:30 a.m.

Judge: Hon. Theresa M. Traber

Dept.: 1

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of Zakay Law Group, APLC (hereinafter “Class Counsel”). I
5 am co-counsel of record for Plaintiff Edythe Guzman (“Plaintiff”), on behalf of herself, and on
6 behalf of all persons similarly situated, (hereafter “Plaintiff” or “Class Representative”) in this
7 wage and hour class and PAGA action filed against Defendant American All Care Services
8 Hospice, Inc., (“Defendant”).

9 2. This declaration is being submitted in support of Plaintiff’s Motion for Final
10 Approval of Class Action and PAGA Settlement.

11 3. Attached hereto as **Exhibit “A”** is a true and correct copy of the fully executed Class
12 Action and PAGA Settlement Agreement and Class Notice (hereinafter collectively the
13 “Agreement”).

14 4. Attached hereto as **Exhibit “B”** is a true and correct copy of the September 5, 2025,
15 Preliminary Approval Order.

16 5. Attached hereto as **Exhibit “C”** is a true and correct copy of the Zakay Law Group,
17 APLC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has
18 been appointed Class Counsel.

19 6. Attached hereto **Exhibit “D”** is a true and correct copy of the July 9, 2025, proof of
20 filing the proposed Settlement with the LWDA.

21 7. Attached hereto as **Exhibit “E”** is a true and correct copy of the January 20, 2026,
22 proof of filing this motion seeking final approval of this Settlement with the LWDA.

23 **I. INTRODUCTION**

24 8. An objective evaluation of the proposed settlement of Two Hundred Eighty
25 Thousand Dollars and Zero Cents (\$280,000.00) (“Gross Settlement Amount”) confirms that the
26 relief negotiated on behalf of the Participating Class Members is fair, reasonable, and valuable.
27 The Settlement is a product of informed, adversarial, and non-collusive negotiations, between
28 experienced counsel, and presided over by Lynn Frank, Esq. of Frank & Feder Mediators. After

1 deducting any Court-approved PAGA Payment, Class Representative Payment, Attorneys' Fees
2 and Litigation Costs, and the Administration Expenses Payment, the Net Settlement Amount shall
3 be distributed to the Participating Class Members based on the number of Workweeks they worked
4 while employed by Defendant during the Class Period.

5 9. This Settlement provides substantial recovery for Defendant's alleged wage and hour
6 violations. Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement
7 Amount of approximately \$117,010.00. This will result in an average Individual Class Payment
8 of **\$288.91**, a high payment of **\$2,202.37**, and low payment of **\$8.13**

9 10. The relief offered by the Settlement is immediate and is particularly impressive when
10 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
11 *infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait
12 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and
13 uncertain litigation.

14 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement
15 approval under California law and falls well within the range of reasonableness. Accordingly, the
16 Class Representative and Class Counsel respectfully request this Court grant final approval of the
17 Agreement and entry of the proposed Final Approval Order and Judgment.

18 **II. OVERVIEW OF THE LITIGATION**

19 12. Defendant primarily provides "personal attendants" for end-of-life care at designated
20 hospice homes and at patient's personal residences throughout the state of California, including in
21 the county of Los Angeles, where Plaintiff worked. Defendant's employees are subject to Industrial
22 Welfare Commissions Wage Orders 5 and 15. This action asserts claims on behalf of all of
23 Defendant's current and former non-exempt hourly employees employed in California at any time
24 during the Class Period. Plaintiff worked for Defendant as a non-exempt employee in California
25 from June 2023 to July 2023. At all times during her employment, Plaintiff earned an hourly wage
26 and was entitled to legally compliant meal and rest periods, and minimum, regular and overtime
27 wages for all hours worked. Throughout her employment, Plaintiff was subject to Defendant's
28 policies and procedures.

1 13. Generally, Plaintiff claims that Defendant failed to pay for all hours worked, failed
2 to provide legally compliant meal and rest periods, failed to pay all wages when due at the time of
3 separation, and failed to furnish complete and accurate wage statements. Defendant denies liability
4 for Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable
5 employment laws and raised several other significant defenses to Plaintiff's claims, including but
6 not limited to, asserting that it has made substantial good faith efforts to comply with the California
7 Labor Code and Industrial Welfare Commission Wage Orders, paid employees for all hours
8 worked, and maintained facially compliant meal and rest period policies at all times during the
9 Class Period.

10 14. On October 19, 2023, Plaintiff served Defendant and the Labor and Workforce
11 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
12 Notice set forth the facts and theories supporting Defendant's alleged violations of various
13 provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC")
14 Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys
15 General Act, Cal. Lab. Code Sections 2698 *et seq.* ("PAGA").

16 15. On January 2, 2024, Plaintiff filed a Class and PAGA action in the Los Angeles
17 Superior Court, Case No. 24STCV00055 ("Action"). Agreement at § 1.1. The Action alleged
18 eleven causes of action against Defendant for: (1) Failure to Pay Overtime Wages in Violation Of
19 Cal. Lab. Code §§ 510 and 1198; (2) Failure to Provide Required Meal Periods in Violation Of
20 Cal. Lab. Code §§ 226.7 & 512(a) and the Applicable IWC Wage Order; (3) Failure to Provide
21 Required Rest Periods in Violation Of Cal. Lab Code § 226.7 and the Applicable IWC Wage Order;
22 (4) Failure to Pay Minimum Wages in Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (5)
23 Failure to Provide Final Wages When Due in Violation Of Cal. Labor Code §§ 201 and 202; (6)
24 Failure to Provide Wages During Employment When Due in Violation Of Cal. Labor Code § 204;
25 (7) Failure to Provide Accurate Itemized Statements in Violation Of Cal. Lab. Code § 226(a); (8)
26 Failure to Maintain Requisite Payroll Records in Violation of Cal. Lab. Code § 1174(d); (9) Failure
27 to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (10) Unfair
28

1 Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and (11) Violation of the
2 Private Attorneys General Act [Labor Code §§ 2698 *et seq.*].

3 16. On January 16, 2025, the Parties participated in a full day mediation with mediator
4 Lynn Frank, Esq. of Frank & Feder Mediators. After arms-length negotiations and bargaining, the
5 Parties reached an agreement to settle the Action and signed a Memorandum of Understanding.
6 After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement
7 agreement, which is the subject of the instant motion.

8 **III. THE SETTLEMENT BEFORE THE COURT**

9 17. The Court preliminarily approved an initial Gross Settlement Amount of Two
10 Hundred Eighty Thousand Dollars and Zero Cents (\$280,000.00) based on a total of an estimated
11 14,000 Workweeks worked by the Class during the Class Period.¹ The Gross Settlement Amount
12 shall be used to satisfy: (1) the Individual Class Payments to Participating Class Members; (2) the
13 Class Representative Payment; (3) the PAGA Payment; (4) the Administration Expenses Payment;
14 and (5) Attorneys' Fees and Litigation Costs.

15 18. Defendant will fund the Gross Settlement Amount in two (2) installments.
16 Defendant will make the first payment in the amount of \$140,000.00 into a Qualified Settlement
17 Fund by 7 days after the Effective Date or Exhaustion of any appeal, whichever is later. Defendant
18 will make the second payment in the amount of \$140,000.00 within six months following the
19 Effective Date or within fifteen (15) calendar days following the exhaustion of any appeal,
20 whichever is later. All employer-side payroll taxes owed by Defendant shall also be paid on this
21 date.

22 19. As explained in further detail below, the Settlement is fair, adequate, and reasonable
23 to the class and should be granted final approval. This is evidenced by the high approval of the
24 Settlement by the Class, the absence of any objections to the Settlement and the average Individual
25 Class Payment of **\$288.91**.

26
27 ¹ Upon the Settlement Administrator's review of Defendant's data, it was determined that there were 14,398
28 Workweeks during the Class Period.

1 **A. Class Counsel Conducted a Thorough Investigation**

2 20. As detailed in the motion for preliminary approval, Class Counsel thoroughly
3 investigated the proposed Class Members' claims, applicable law, and potential defenses.
4 Specifically, Class Counsel assessed the value of the class claims using data and documents
5 provided by Defendant through informal discovery. Class Counsel obtained time, payroll, and
6 policy records, as well as data regarding the number of Class Members, workweeks, and average
7 rate of pay to assess damages before mediation. Class Counsel retained Berger Consulting Group
8 ("BCG") to analyze Defendant's time and payroll data and formulate damage models estimating
9 Defendant's liability exposure. Class Counsel's investigation, research, experience, and damage
10 models informed and guided the mediated negotiations that resulted in this settlement.
11 Accordingly, Class Counsel fully understood the strengths and weaknesses of the class claims
12 before the parties reached a settlement.

13 **B. Class Counsel is Experienced in Similar Litigation**

14 21. Class Counsel in this matter has extensive class action experience in multiple fields
15 and has represented tens-of-thousands of persons in class actions. Counsel has previously litigated
16 similar wage and hour class actions involving similar claims. Class Counsel has been approved as
17 class counsel in similar wage and hour class actions throughout the State of California. As such,
18 courts throughout California have deemed Class Counsel experienced and knowledgeable in this
19 area of law. Class Counsel has participated in every aspect of the settlement discussions and has
20 concluded the settlement is fair, adequate, and reasonable and in the best interests of the Class.

21 22. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and
22 correct copy of which is attached hereto as **Exhibit C**. Some of the major cases my firm has
23 undertaken are also set forth in **Exhibit C**. I have had class litigation experience, mostly in the
24 area of employment class actions, unfair business practices, and other complex litigation. I have
25 experience in cases involving labor code violations and wage and hour claims. I have litigated
26 similar wage and hour cases against other employers on behalf of employees. I have been approved
27 as experienced class counsel in courts throughout California. It is this level of experience which
28 enabled my firm to undertake the instant matter and to successfully combat the resources of the

1 defendants and its capable and experienced counsel.

2 **C. The Class Responded Positively to the Settlement**

3 23. The reaction of the Class unequivocally supports approval of the Settlement.
4 Significantly, after dissemination of the notice to the Class, which provided each Class Member
5 with the terms of the Settlement, including the specific estimated Individual Class Payments. To
6 date, only one of the 406 Class Members opted out of the Settlement. Moreover, there are zero
7 objections. Stated differently, 99.75% of the Class chose to participate in the Settlement.

8 **D. The Gross Settlement Amount is Fair and Reasonable**

9 24. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
10 Settlement provides a sizeable recovery to the Participating Class Member and need not necessarily
11 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful.
12 *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of Two Hundred Eighty
13 Thousand Dollars and Zero Cents (\$280,000.00) represents a discount on Defendant’s potential
14 exposure if Plaintiff established liability on all claims and was awarded the full amount of the
15 estimated damages at trial, this compromise is reasonable because (1) the formidable defenses
16 raised by Defendant presented a risk that could award significantly less in damages than Plaintiff’s
17 estimate and (2) any theoretical post-trial recovery may require many more years of litigation,
18 resulting in added fees and costs without any guarantee of recovery for the Class.

19 25. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair
20 and reasonable considering the nature and magnitude of the claims being settled and the various
21 potential impediments to recovery. Class Counsel developed varied economic damages models
22 measuring Defendant’s liability exposure while accounting for the uncertainties of continued
23 litigation. The various models were informed by Class Counsel’s investigation, including the
24 analysis of a significant sample of time and payroll data. Detailed in greater depth during the
25 preliminary approval process, Class Counsel projected a range of Defendant’s liability exposure
26 for the claims asserted on behalf of the Class. The Gross Settlement Amount represents between
27 10.16% and 39.3% of Defendant’s *class-wide* liability exposure as estimated by Class Counsel at
28 the time of mediation.

1 26. The calculation methodology used to compensate the Participating Class Members
2 for the alleged damages was negotiated at the time of the Settlement. More importantly, the
3 methodology is fair, objective, and impartial. The calculation methodology is based on the number
4 of Workweeks each Participating Class Member worked for Defendant during the Class Period.
5 The number of Workweeks for the Participating Class Member is established through Defendant's
6 data and documented compensation records. The Administrator is responsible for calculating the
7 Individual Class Payments by dividing the Net Settlement Amount by the total number of
8 workweeks worked by all Participating Class members, and multiplying the result by the number
9 of Workweeks worked by each individual Participating Class Member to calculate each
10 Participating Class Member's estimated Individual Class Payment. This process establishes an
11 objectively fair and reasonable procedure to compensate the Class.

12 27. Clearly the goal of this litigation to obtain redress for the class has been met by this
13 Settlement. Given the amount of the Settlement, the risks of litigation, and the arm's length
14 negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore
15 entitled to final approval.

16 **E. The Strength of Plaintiffs' Case and Risks of Continued Litigation**

17 28. Although Class Counsel believes strongly in Plaintiff's claims, it would be
18 misguided to ignore the asserted defenses. If successful on any one of its defenses, Defendant
19 could defend the action or, at least, drastically undercut Plaintiff's claims.

20 29. With respect to the most immediate challenge, i.e., class certification, the risks
21 attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab*
22 *Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's
23 denial of class certification because employees' declarations attesting to having taken meal and rest
24 breaks demonstrated that individualized inquiries were required to show harm. *See also Campbell*
25 *v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and
26 denying certification of proposed off-the-clock and rest and meal break classes due to lack of
27 uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
28 certification of driver meal and rest period claims based on the predominance of individual issues).

1 30. Further, even if a class is certified, liability remains uncertain. The risks attendant to
2 the issue of Defendant’s liability in similar wage and hour actions are demonstrated by *Duran v.*
3 *U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict
4 in favor plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare*
5 *Corp.* (2012) 209 Cal.App.4th 1077, 1088 (“[T]he reason, if any, that employees might not take
6 their breaks were predominantly individualized questions of fact not susceptible to class
7 treatment.”).

8 31. Finally, even if a class is certified and Defendant is found liable for the class claims
9 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff
10 and decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-*
11 *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and
12 remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying
13 overtime, and directed the trial court to enter judgement in favor of the employer. *See also*
14 *O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and
15 hour misclassification action).

16 32. Collectively, the examples cited above illustrate the uncertain nature of class
17 litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a
18 significant risk factor favoring settlement.

19 33. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless
20 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat
21 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation
22 can drastically affect the value of Plaintiff’s claims and, in fact, already has.

23 34. In arriving at their informed belief that the present settlement is fair and adequate,
24 Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as
25 this one. Class Counsel is also mindful of and recognizes the inherent problems of proof under, and
26 alleged defenses to, the claims asserted in the litigation. Costs would have increased, and recovery
27 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Class
28 Representative and Class Counsel believe that the Settlement confers substantial monetary and

1 non-monetary benefits upon the Class. Based upon their evaluation, Class Representative and
2 Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
3 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

4 **IV. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004**
5 **ARE REASONABLE**

6 35. Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount
7 of \$20,000.00 which is 7.14% of the Gross Settlement Amount. As illustrated above, this amount
8 falls well within the range of approved PAGA settlements. Seventy-Five percent (75%) of the
9 PAGA Payment (\$15,000.00) will be paid to the LWDA (“LWDA Payment”) with the remaining
10 twenty-five percent (25%) of the PAGA Payment (\$5,000.00) to be distributed to the Aggrieved
11 Employees (“Individual PAGA Payment”), which is within the range of PAGA Payment approved
12 by courts and should be approved.

13 36. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by
14 filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final
15 approval with the LWDA.

16 37. I declare under the penalty of perjury under the laws of the State of California that
17 the foregoing is true and correct. Executed this 20th day of January 2026, at San Diego, California.

18
19 **ZAKAY LAW GROUP, APLC**

20 By: 
21 Shani O. Zakay, Esq.
22 Attorneys for PLAINTIFF
23
24
25
26
27
28

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Edythe Guzman (“Plaintiff”) and Defendant American All Care Services Hospice, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Edythe Guzman vs. American All Care Services Hospice, Inc.* Superior Court Case No. 24STCV00055 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount 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 current and former non-exempt hourly employees of Defendant who worked in California at any time during the PAGA Period.
- 1.5. “Attorneys’ Fees and Litigation Costs” means mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as set forth in Paragraph 3.2.2 below.
- 1.6. “Class Counsel” means Claude Lapuyade of JCL LAW FIRM, APC, Shani O. Zakay of ZAKAY LAW GROUP, APLC and Arby Aiwazian of Lawyers for Justice, P.C.
- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession that Defendant will provide to the Administrator. To the extent available, the Class Data shall include the Class Member’s full name, last-known mailing address, Social Security number, telephone number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.8. “Class Member” or “Settlement Class Member” means all current and former non-exempt hourly employees of Defendant that worked in California at any time during the Class Period and includes both Participating Class Members and Non-Participating Class Members (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.9. “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.
- 1.10. “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 in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means the period commencing on January 2, 2020, and ending on March 17, 2025.
- 1.12. “Class Representative” means Edyth Guzman, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as Class Representative.
- 1.13. “Class Representative Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Defendant” means American All Care Services Hospice, Inc.
- 1.16. “Defense Counsel” means Evelyn Zarraga, Esq. of Landegger Verano, ALC.
- 1.17. “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 (c) if a timely appeal from the Judgment is filed or other judicial review is commenced, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.18. “Final Approval” or “Final Approval Order” means the Court’s order granting final approval of the Settlement.
- 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

- 1.20. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.21. “Funding Date” means the date on which Defendant shall fund the Gross Settlement Amount to the Administrator as set forth in Paragraph 4.3 below.
- 1.22. “Gross Settlement Amount” means Two Hundred Eighty Thousand US Dollars and Zero Cents (\$280,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.1 below, and not including the employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Class Counsel’s Attorneys’ Fees and Litigation Costs, Class Representative Payment, and the Administrator’s Expenses.
- 1.23. “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.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Payment, Class Representative Payment, Attorneys’ Fees and Litigation Costs, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “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.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period between October 19, 2022, and ending on March 17, 2025.

- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means Plaintiff’s October 19, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Payment” means Twenty Thousand Dollars and No Cents (\$20,000.00) which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000.00) and the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. “Plaintiff” means Edythe Guzman, the named Plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Class Action and PAGA Settlement, to be mutually agreed upon by the Parties prior to Plaintiff’s presentation of the same to the Court.
- 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41. “Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, divisions, predecessors, successors, assigns, and joint venturers.
- 1.42. “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.
- 1.43. “Response Deadline” means 45 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 or her 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.
- 1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

- 1.45. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

- 2.1. On October 19, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant.
- 2.2. On January 2, 2024, Plaintiff filed a Class and PAGA Complaint against Defendant alleging the following eleven causes of action: (1) violation of California Labor Code §§ 510 and 1198 (unpaid overtime); (2) violation of California Labor Code §§ 226.7 and 512(a) (unpaid meal period premiums); (3) violation of California Labor Code § 226.7 (unpaid rest period premiums); (4) violation of California Labor Code §§ 1194, 1197, and 1197.1 (unpaid minimum wages); (5) violation of California Labor Code §§ 201 and 202 (final wages not timely paid); (6) violation of California Labor Code § 204 (wages not timely paid during employment); (7) violation of California Labor Code § 226(a) (non-compliant wage statements); (8) violation of California Labor Code § 1174(d) (failure to keep requisite payroll records); (9) violation of California Labor Code §§ 2800 and 2802 (unreimbursed business expenses); (10) violation of California Business & Professions Code §§ 17200 et seq.; and (11) violation of California Labor Code § 2698 et seq. (California Labor Code Private Attorneys General Act) (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On January 16, 2025, the Parties participated in an all-day mediation presided over by Mediator Lynn Frank of Frank & Feder Mediators, which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff’s personnel file, including time and payroll records, the employee handbooks in effect during the Class Period, including policies and procedures regarding the payment of wages, the provision of meal and rest breaks, timekeeping, and issuance of wage statements, a random sampling of approximately 20% of the timekeeping records and payroll records for the Class Members, and relevant data points, including the number of putative Class Members and the estimated number of workweeks, among other information. Plaintiff’s 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*”).
- 2.6. The Court has not granted class certification as the Parties reached early resolution in advance of Plaintiff’s Motion for Class Certification and a hearing on the same.

- 2.7. 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 4.1 below, Defendant promises to pay Two Hundred Eighty Thousand US Dollars and Zero Cents (\$280,000.00) 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 Funding Date as set forth in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees 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 Order:
- 3.2.1. To Plaintiff: Class Representative Payment to the Class Representative of not more than Seven Thousand Five Hundred Dollars (\$7,500), in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Payment that does not exceed this amount. As part of the motion for Attorneys' Fees and Litigation Costs, Plaintiff will seek Court approval for any Class Representative Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Payment.
- 3.2.2. To Class Counsel: Attorneys' Fees of not more than 35% which is currently estimated to be \$98,000.00 and Litigation Costs of up to Thirty Thousand Dollars (\$30,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Attorneys' Fees and Litigation Costs no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a payment for Attorneys' Fees and/or Litigation Costs 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 Class Counsel arising from any claim

to any portion any Attorneys' Fees and/or Litigation Costs. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Litigation Costs 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: The Administration Expenses Payment not to exceed \$7,590.00 except for a showing of good cause and as approved by the Court. Defendant will not oppose a request for the Administration Expenses Payment provided that it does not exceed this amount. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$7,590.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks worked during the Class Period.

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. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and 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. Notwithstanding the treatment of the payments to each Participating Class Member, none of the payments called for by this Agreement, including the Wage Portions of the Individual Class Payments, are to be treated as earnings, wages, pay or compensation for the purpose of any applicable benefit or retirement plan, nor do any payments under this Agreement extend or alter Class Members' or Aggrieved Employees' period of employment for any purpose.

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 Payment in the amount of \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to the LWDA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment (\$5,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. 100% of the PAGA Penalties are allocated as penalties and not as wages. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendant estimates that there are 418 Class Members who collectively worked a total of 14,000 Workweeks, and 188 Aggrieved Employees who worked a total of 3,682 PAGA Pay Periods. The Parties recognize that the Gross Settlement Amount is predicated upon the total number of eligible workweeks provided by Defendant, and agree that if the total number of Class workweeks exceeds by more than 10% of the above estimated number provided in this paragraph, it shall result in a pro rata increase of the Gross Settlement Amount. In other words, if the excess Class workweeks is 11%, the increase will be 1%, and if the excess is 10% or lower, the increase will be nothing (0%); provided, however, that if the workweeks through the end of the Class Period would exceed this 10% escalator, Defendant can elect to shorten the release period to the date on which the workweeks worked by all Class Members do not exceed 15,400, to avoid paying any additional gross settlement amount. No later than seven (7) calendar days before the Court hears the Parties' Motion for Preliminary Approval, Defense Counsel shall provide to Class Counsel its final figures for the number of Class Members, total Workweeks, Aggrieved Employees, and PAGA Pay Periods.

4.2. Class Data. Not later than five (5) business 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 as follows:

(1) The first payment in the amount of one-half (1/2) of Gross Settlement Amount (\$140,000.00) shall be due 7 days after the Effective Date or Exhaustion of any appeal, whichever is later.

(2) The second payment in the amount of one-half (1/2) of Gross Settlement Amount (\$140,000.00) shall be due six months following the Effective Date or within fifteen (15) calendar days following the exhaustion of any appeal, whichever is later. All employer-side payroll taxes owed by Defendant shall also be paid on this date

Defendant's payment of the Gross Settlement Amount and Defendant's share of payroll taxes is contingent upon receipt of the Administrator's payment instructions. Defendant's payment obligations with respect to the Gross Settlement Amount and Defendant's share of payroll taxes shall be met upon initiating the electronic transfer of funds in the amounts provided for in this Settlement Agreement pursuant to the Settlement Administrator's instructions. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount plus Defendant's share of employer payroll taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, Attorneys' Fees and Litigation Costs, and the Class Representative Payment. The Settlement Administrator shall also set aside the employer taxes and all employee-side payroll taxes, contributions, and withholdings, and timely forward these to the appropriate government authorities. Disbursement of the Attorneys' Fees and Litigation Costs and the Class Representative Payment 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 and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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 Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (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 Participating Class Members and/or Aggrieved Employees whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Controller of the State of California in the name of the Class Member pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, to be held in trust for those Participating Class Members and Aggrieved Employees who did not timely cash their Settlement checks, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 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 side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, and the Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. In addition to the Released Class Claims and Released PAGA claims described below, Plaintiff, individually and on behalf of her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, occurrences, demands, rights, liabilities and

causes of action of any nature whatsoever, whether known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties, from the beginning of time through Plaintiff's date of execution of this Agreement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of law cannot be waived, including, but not limited 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 after Plaintiff's date of execution of this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, rights, demands, liabilities and causes of action that were alleged or could have been alleged, based on the facts set forth in the operative complaint in the Action that arose during the Class Period, including without limitation with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to provide compliant rest periods, or provide premium pay for non-compliant rest periods; (d) failure to pay minimum wages owed; (e) failure to timely pay all wages due upon separation of employment; (f) failure to timely pay all wages due during employment; (g) failure to issue accurate, itemized wage statements; (h) failure to keep requisite payroll records; (i) failure to reimburse for necessary business expenses; (j) all claims for violation of California Labor Code §§ 201, 202, 203 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802; (k) all claims under California Business & Professions Code § 17200 for unfair competition based on the foregoing; and (l) violation of the

California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. ("Released Class Claims"). Except for Plaintiff's Release by Plaintiff and 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, regardless of whether they are Participating Class Members or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative complaint in the Action, the PAGA Notice, and ascertained in the course of the Action, arising during or with respect to the PAGA Period, including claims for the recovery of civil penalties, costs, attorneys' fees, and expenses for violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802. ("Released PAGA Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall entitle Defendant bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims. The Released Class Claims and the Released PAGA Claims are collectively referred to herein as the "Released Claims".

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. Defendant and Defense Counsel aver that they are not aware of any potential conflicts of interest with the Administrator. Defense Counsel and Defendant 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 Plaintiff's Responsibilities. Plaintiff 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; and (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 the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendant, or Defense Counsel; (v) a signed declaration from Plaintiff 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; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their Declarations, Plaintiff 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 is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; 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 Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Administration Expenses Payment, including without limitation, calculating the Individual Class Payments to be issued to Participating Class Members, Individual PAGA Payment to be issued to Aggrieved Employees, sending notices, preparing all checks and mailings, establishing a qualified settlement fund and holding the various payments from Defendant comprising the Gross Settlement Amount and employer payroll taxes. 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 Tax Reporting. The Administrator will be responsible for calculating the applicable taxes and withholdings, including Defendant's employer payroll taxes owed on the Individual Class Payments, and for paying all taxes and withholdings to the applicable taxing or governmental authorities with the necessary reports, and submitting copies to Defense Counsel. The Administrator shall issue to Participating Class Members IRS Forms W-2 for the Wage Portions of the Individual Class Payments, IRS Forms 1099 for the Non-Wage Portions, and IRS Forms 1099 to Aggrieved Employees for Individual PAGA Payments, as described in this Agreement.

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, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, 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 7-days 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 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the 45 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 fourteen (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 fourteen (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 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 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 45 days after the Administrator mails the Class Notice (plus an additional fourteen (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 PAGA 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 PAGA 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 Attorneys' Fees and Litigation Costs and/or Class Representative Payment.

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 verbal 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 45 days after the Administrator's mailing of the Class Notice (plus an additional fourteen (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 or dedicated webpage hosted on the Administrator's 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 Attorneys' Fees and Litigation Costs and Class Representative Payment, 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 five (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 of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); and (b) the names of Class Members who have submitted invalid Requests for Exclusion.

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 PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include 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 PAGA 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 PAGA 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 seven (7) calendar days before the date by which Plaintiff is 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 high, low, and average Individual Class Payments, and the high, low, and average Individual PAGA Payments. 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 ten (10) calendar 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 fifteen (15) calendar 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. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated to, 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 fourteen (14) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff 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"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) 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.

- 9.1 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 (5) days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 9.2 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 Payment, Attorneys' Fees and Litigation Costs and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 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.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs 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.
- 9.5 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 Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Payment 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.

10. 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 a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 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 Plaintiff 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 Plaintiff reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and 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).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiff, 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. Plaintiff, 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, with 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.

- 11.3 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.
- 11.4 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 any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 11.6 Cooperation. The Parties will work together expeditiously to obtain preliminary and final approval of this settlement.
- 11.7 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.
- 11.8 No Tax Advice. Neither Plaintiff, 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.
- 11.9 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.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 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.
- 11.12 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.

- 11.13 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.
- 11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §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 rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff 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 destructions, of Class Data.
- 11.15 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.
- 11.16 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.
- 11.17 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 Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

LAWYERS FOR JUSTICE, PC

410 Arden Ave, Suite 203

Glendale, CA 91203

T: 818-265-1020

arby@calljustice.com

To Defendant:

LANDEGGER VERANO, ALC

Evelyn Zarraga (State Bar #296835)

1760 Ventura Blvd., Suite 1200

Encino, CA 91436

T: 818.986.7561

F: 818.986.5147

evelyn@landeggeresq.com

Attorneys for Defendant

American All Care Services Hospice, Inc.

- 11.18 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.
- 11.19 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 04/30/2025, 2025


Edythe Guzman (Apr 30, 2025 19:33 PDT)
Plaintiff Edyth Guzman

Dated: May 1, 2025

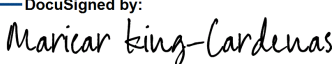

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: May 1, 2025


Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: 5/5/2025, 2025

DocuSigned by:

F46A379024AD437...
Maricar King-Cardenas, CEO
For Defendant
American All Care Services Hospice, Inc.

Dated: 5/5/2025, 2025

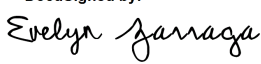
DocuSigned by:

5D2158FAA35C4A2...
Evelyn Zarraga
Attorney for Defendant

Exhibit A

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

*Edythe Guzman vs. American All Care Services Hospice, Inc.
Los Angeles Superior Court, Case No. 24STCV00055*

***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 American All Care Services Hospice, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Edyth Guzman (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees that worked for Defendant at any location in California at any time during the Class Period (January 2, 2020 to March 17, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt employees that worked for Defendant at any location in California at any time during the PAGA Period (October 19, 2022 to March 17, 2025) (“Aggrieved Employees”).

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 \$ XX (less withholding) and your Individual PAGA Payment is estimated to be \$ XX.** The actual amount you may receive may 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 did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked XX workweeks** during the Class Period, and **you worked XX PAGA Pay Periods** 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.

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 Plaintiff and Plaintiff’s 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 and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not 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 of your request to be excluded 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 PAGA 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, except for the PAGA portion of the 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. 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 do not 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 verbally 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 PAGA Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant’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?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages; failing to pay overtime wages; failing to provide legally compliant meal and rest periods or compensation in lieu thereof; failing to pay wages when due; failing to timely pay final wages; failing to reimburse for mandatory business expenses; failing to provide accurate itemized wage statements; failing to keep requisite payroll records; and violations of the Unfair Competition Law. Based on the same claims, Plaintiff have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff are represented by attorneys (“Class Counsel”) in the Action:

The JCL Law Firm, APC, the Zakay Law Group, APLC, and 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 Plaintiff are correct on the merits. In the meantime, Plaintiff and Defendant hired a private mediator in an effort to resolve the Action by negotiating to end 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, Plaintiff 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 disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff 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 and Aggrieved Employees. 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. Gross Settlement Amount. Defendant Will Pay \$280,000.00 as the Gross Settlement Amount (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Payment, 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 will 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 as follows: (1) the first payment in the amount of one-half (1/2) of Gross Settlement Amount (\$140,000.00) shall be due 7 days after the Judgment becomes final or exhaustion of any appeal, whichever is later; and (2) the second payment in the amount of one-half (1/2) of Gross Settlement Amount (\$140,000.00) shall be due six months after the Judgment becomes final or within fifteen (15) calendar days following the exhaustion of any appeal, whichever is later. All employer-side payroll taxes owed by Defendant shall also be paid on this date. The Judgment will be final on the date the Court enters final 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 Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$98,000.00 (35% of the Gross Settlement Amount) to Class Counsel for attorneys’ fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to the Class Representative as a Class Representative Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than each Plaintiff’s respective Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$7,590.00 to the Administrator for services administering the Settlement.
 - D. Up to \$20,000 for PAGA Payment, allocated 75% to the LWDA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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 Amount (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. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to interests and penalties (“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 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 Plaintiff 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, if applicable) 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). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
https://www.sco.ca.gov/search_upd.html

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 **MONTH XX, 202X**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **MONTH XX, 202X**, Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff 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, Apex Class Action LLC (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 Amount, and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the “Released Class 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 based on the Class claims alleged in the Action and resolved by this Settlement.

Plaintiff and the Participating Class Members will be bound by the release of the following “Released Class Claims”:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, rights, demands, liabilities and causes of action that were alleged or could have been alleged, based on the facts set forth in the operative complaint in the Action that arose during the Class Period, including without limitation with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (c) failure to provide compliant rest periods, or provide premium pay for non-compliant rest periods; (d) failure to pay minimum wages owed; (e) failure to timely pay all wages due upon separation of employment; (f) failure to timely pay all wages due during employment; (g) failure to issue accurate, itemized wage statements; (h) failure to keep requisite payroll records; (i) failure to reimburse for necessary business expenses; (j) all claims for violation of California Labor Code §§ 201, 202, 203 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802; (k) all claims under California Business & Professions Code § 17200 for unfair competition based on the foregoing; and (l) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys’ fees associated with all of such causes of action under California law. (“Released Class Claims”). Except for the PAGA Released Claims, 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.

The “Released Parties” means Defendant and its past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, reinsurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, divisions, predecessors, successors, assigns, and joint venturers

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendant has paid the Gross Settlement Amount, and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting any of the “Released 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 claims alleged in the Action and resolved by this Settlement.

Plaintiff and the Aggrieved Employees will be bound by the release of the following “Released PAGA Claims”:

All Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 that were alleged, or reasonably could have been alleged, based on the claims asserted in the operative complaint in the Action, the PAGA Notice, and ascertained in the course of the Action, arising during or with respect to the PAGA Period, including claims for the recovery of civil penalties, costs, attorneys’ fees, and expenses for violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802. (“Released PAGA Claims”). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall entitle Defendant bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

The Released Class Claims and the Released PAGA Claims are collectively referred to herein as the “Released Claims”.

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. The Net Settlement Amount is calculated by deducting from the Gross Settlement Amount the amounts approved by the

Court for the Individual PAGA Payments, the LWDA Payment, Class Representative Payment, Class Counsel's payment for attorneys' fees and litigation expenses, and the payment to the Administrator for services administering the Settlement.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/PAGA Pay Period 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 **MONTH XX, 202X** to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. 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 and/or PAGA Pay Periods 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 and/or PAGA Pay Period 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 cannot 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 does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members Who Are Aggrieved Employees. 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 who worked during the PAGA Period).

Your check will be sent to the same address as in 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 *Edythe Guzman vs. American All Care Services Hospice, Inc.* Superior Court Case No. 24STCV00055, and include your identifying information (full name, address, telephone number, and approximate dates of employment, or 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 MONTH XX, 202X, 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 Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the MONTH XX, 202X Final Approval Hearing, Class Counsel and/or Plaintiff 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 Attorneys' Fees and Litigation Costs and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative 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 www. .com or the Court's website <https://www.lacourt.org/casesummary/ui/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Litigation Costs, and Service Award may wish to object. **The deadline for sending written objections to the Administrator is MONTH XX, 202X.** 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 *Edythe Guzman vs. American All Care Services Hospice, Inc.* Superior Court Case No. 24STCV00055 and include your name, 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 MONTH XX, 202X at XX:XX am/pm in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, 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 LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.apexclassaction.com 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 Plaintiff 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 Apex Class Action LLC's website at www.apexclassaction.com. 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 (<https://portal.sccourt.org/search>) and entering the Case Number for the Action, Case No. 24STCV00055. You can also make an appointment to personally review court documents in the Clerk's Office at the Los Angeles Superior Court.

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

Class Counsel:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
Shani@zakaylaw.com

LAWYERS FOR JUSTICE, PC
410 Arden Ave, Suite 203
Glendale, CA 91203
T: 818-265-1020
arby@calljustice.com

Settlement Administrator:

**Apex Class Action LLC
18 Technology Dr #154, Irvine, CA 92618
T: 1-800-355-0700**

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR
DEFENDANT WITH INQUIRIES.**

The statements in this document are not findings by a court of law. These statements are not an expression of opinion or approval by a judge. This notice is based only on statements by the Parties to this Lawsuit as approved by the Court. You received this notice to help you decide what steps, if any, to take about this Lawsuit.

EXHIBIT B

Electronically Received 07/09/2025 07:08 PM

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

Perssia P. Razma (State Bar #351398)

prazma@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jaclyn M. Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Attorneys for PLAINTIFF

[Additional Counsel Listed on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

EDYTHE GUZMAN, individually, and on behalf
of other members of the general public similarly
situated on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiffs,

v.

AMERICAN ALL CARE SERVICES
HOSPICE, INC., a California Corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. 24STCV00055

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: August 1, 2025

Time: 10:30 a.m.

Judge of the Superior Court

Dept.: 1

FILED
Superior Court of California
County of Los Angeles

09/05/2025

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

Arby Aiwazian (SBN 269827)
Joanna Ghosh (272479)
Brian J. St. John (304112)
Maria Halwadjian (358015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for PLAINTIFF

LANDEGGER VERANO, A LAW CORPORATION

Evelyn Zarraga, Esq.

Evelyn@landeggeresq.com

James Bacon, Esq.

James@landeggeresq.com

15760 Ventura Blvd., Suite 1200

Encino, CA 91436

T: 818-986-7561

F: 818-986-5147

Attorneys for DEFENDANT

1 This matter having come before Department 1 of the Superior Court of the State of California,
2 in and for the County of Los Angeles, at 10:30 a.m. on August 1, 2025, with the JCL Law Firm, APC;
3 Zakay Law Group, APLC; and Lawyers *for* Justice, PC as counsel for plaintiff EDYTHE GUZMAN
4 (“Plaintiff”), and Landegger Verano, ALC appearing for Defendant American All Care Services
5 Hospice, Inc. (hereinafter “Defendant”). The Court, having carefully considered the briefs, argument
6 of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS
7 Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
10 and Class Notice (“Agreement”), a true and correct copy of which is attached to the Declaration of
11 Shani O. Zakay, Esq., as **Exhibit “1”**. This is based on the Court’s determination that the Agreement
12 is within the range of possible final approval, pursuant to the provisions of Section 382 of the California
13 Code of Civil Procedure and California Rules of Court, rule 3.769.

14 2. This Order incorporates by reference the definitions in the Agreement, and all terms
15 defined therein shall have the same meaning in this Order as set forth in the Agreement.

16 3. Subject to the terms of the Agreement, the Gross Settlement Amount that Defendant
17 shall pay is Two Hundred Eighty Thousand Dollars and Zero Cents (\$280,000.00). It appears to the
18 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
19 to all Class Members when balanced against the probable outcome of further litigation relating to
20 certification, liability, and damages issues. It further appears that investigation and research have been
21 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
22 further appears to the Court that settlement at this time will avoid substantial additional costs by all
23 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
24 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
25 non-collusive arms-length negotiations.

26 4. Upon final approval of the settlement, the entire Net Settlement Amount will be paid
27 to Participating Class Members who do not opt out of the Settlement. The “Net Settlement Amount”
28 means the Gross Settlement Amount (\$280,000.00) less the PAGA Payment (\$20,000.00), Class

1 Representative Payment (\$7,500.00), Attorneys' Fees (\$98,000.00) and Litigation Costs (\$30,000.00),
2 and the Administration Expenses Payment (\$7,590.00). The Net Settlement Amount is approximately
3 \$116,910.00.

4 5. The Court preliminarily finds that the Settlement appears to be within the range of
5 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
6 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
7 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
8 reasonable when balanced against the probable outcome of further litigation relating to certification,
9 liability, and damages issues.

10 6. Plaintiff seeks Attorneys' Fees and Litigation Costs in the amount of up to One
11 Hundred Twenty-Eight Thousand Dollars and Zero Cents (\$128,000.00), comprised of attorneys' fees
12 equal to thirty-five percent (35%) of the Gross Settlement Amount estimated to be Ninety-Eight
13 Thousand Dollars And Zero Cents (\$98,000.00) and *up to* Thirty Thousand Dollars and Zero Cents
14 (\$30,000.00) for actually incurred litigation expenses which shall be supported by evidence at the time
15 of final approval, and proposed Class Representative Payment to the Class Representative, Edythe
16 Guzman, in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents
17 (\$7,500.00). While these awards appear to be within the range of reasonableness, the Court will not
18 approve the Attorneys' Fees and Litigation Costs, or Class Representative Payment until the Final
19 Approval Hearing. Class Counsel will provide specific evidence justifying their requested Attorneys'
20 Fees and Litigation Costs at the time of final approval.

21 7. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification
22 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any
23 other proceeding should this Settlement not become final. For settlement purposes only, the Court
24 conditionally certifies the following Class:

25 "All non-exempt hourly employees who are or previously were employed by Defendant
26 American All Care Services Hospice, Inc. and performed work in California during the period of
27 January 2, 2020, through March 17, 2025."

28 ///

1 8. The Court concludes that, for settlement purposes only, the Class meets the
2 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
3 the Class is ascertainable and so numerous that joinder of all members of the Class Members is
4 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
5 community of interest amongst the Class Members with respect to the subject matter of the litigation;
6 (c) the claims of the Class Representative are typical of the claims of the Class Members; (d) the Class
7 Representative will fairly and adequately protect the interests of the Class Members; (e) a class action
8 is superior to other available methods for the efficient adjudication of this controversy; and (f) Class
9 Counsel are qualified to act as counsel for the Class Representative in his individual capacity and as
10 the representative of the Class Members.

11 9. The Court provisionally appoints Plaintiff Edythe Guzman as the representative of the
12 Class.

13 10. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
14 A.P.C.; Shani Zakay, of the Zakay Law Group, APLC; and Arby Aiwazian, Joanna Ghosh, Brian J. St.
15 John, and Maria Halwadjian of Lawyers *for* Justice, PC as Class Counsel for the Class Members.

16 11. The Court hereby approves, as to form and content, the Proposed Class Notice attached
17 to the Agreement as Exhibit “A”. The Court finds that the notice appears to fully and accurately inform
18 the Class Members of all material elements of the proposed Settlement, including the right of any Class
19 Member to be excluded from the Class by submitting a written request for exclusion, and of each Class
20 Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution
21 of the notices substantially in the manner and form set forth in the Agreement and this Order meets the
22 requirements of due process, is the most reasonable notice under the circumstances, and shall constitute
23 due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by
24 first class mail, pursuant to the terms set forth in the Agreement.

25 12. The Court hereby appoints Apex Class Action, LLC as Administrator. Within five (5)
26 business days of the later of preliminary approval or court approval of Settlement notice to the class,
27 Defendant shall provide to the Administrator the Class Data, including information regarding Class
28 Members that Defendant will in good faith compile from its records, including the Class Member’s full

1 name, last-known mailing address, Social Security number, telephone number, and number of Class
2 Period Workweeks and PAGA Pay Periods. Within fourteen (14) calendar days after receiving the
3 Class Data from Defendant, the Administrator shall mail the Class Notice to all identified, potential
4 Class Members via first class U.S. Mail using the most current mailing address information available.

5 13. The Court hereby preliminarily approves the proposed procedure for exclusion from
6 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
7 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
8 the Settlement of the Released Class Claims that are set forth in the Class Notice. All Requests for
9 Exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar
10 days after the date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Class
11 Notice, not more than fourteen (14) calendar days from the Response Deadline. Any such person who
12 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class
13 Payment under the Settlement and will not be bound by the Settlement, or have any right to object,
14 appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all
15 determinations of the Court, the Agreement and Judgment. A Request for Exclusion may only opt out
16 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
17 individuals is not permitted and will be deemed invalid.

18 14. Any Class Member who has not opted out may appear at the final approval hearing and
19 may object or express the Class Members' views regarding the Settlement and may present evidence
20 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
21 by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days
22 from the date the Administrator mails the Class Notice to postmark their written objections to the
23 Administrator. Any Class Member whose Class Notice is re-mailed shall have an additional fourteen
24 (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice to
25 postmark their written objections to the Administrator.

26 15. A hearing on Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees and
27 Litigation Costs shall be held before this Court on February 17, 2026, at
28 10:30 a.m. in Department 1 of the Los Angeles County Superior Court to determine all necessary

1 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
2 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
3 finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
4 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
5 reasonable to the Class; and to finally approve the Attorneys' Fees and Litigation Costs, Class
6 Representative Payment, and the Administration Expenses Payment. All papers in support of the
7 motion for final approval and the motion for Attorneys' Fees and Litigation Costs and Class
8 Representative Payment shall be filed with the Court and served on all counsel no later than sixteen
9 (16) court days before the hearing.

10 16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
11 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
12 evidence of, or used against Defendant as an admission or indication in any way, including with respect
13 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth
14 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
15 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
16 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as
17 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
18 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
19 liability, fault, wrongdoing, omission, concession or damage.

20 17. In the event the Settlement does not become effective in accordance with the terms of
21 the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
22 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
23 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
24 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
25 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
26 the Agreement with respect to the effect of the Agreement if it is not approved.

27 18. Pending final determination of whether the Settlement should be approved, Plaintiff
28 and all Class Members are barred and enjoined from filing, commencing, prosecuting, intervening in,

1 instigating or in any way participating in the commencement or prosecution of any lawsuit, action or
2 administrative, regulatory, arbitration or other proceeding, in any forum, asserting any claims that are,
3 or relate in any way to, the Released Class Claims, unless and until they submit a timely request for
4 exclusion pursuant to the Agreement.

5 19. The Court reserves the right to adjourn or continue the date of the final approval hearing
6 and all dates provided for in the Agreement without further notice to Class Members and retains
7 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

8
9 Dated: 09/05/2025



A handwritten signature in black ink, appearing to be "Theresa M. Traber".

Theresa M. Traber / Judge
JUDGE OF THE SUPERIOR COURT

EXHIBIT C

ZAKAY LAW GROUP, APLC

5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

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4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

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3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegueda v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP

Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA

Status	In Litigation
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20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015

Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
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Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification

Status	Settled
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57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime

Status	Settled
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72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA

Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various

Status	Settled
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117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay
Status	Settled

120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks

Status	Settled
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132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate
Status	In Litigation

135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock

Status	In Litigation
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147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5
Status	Settled

EXHIBIT D

EXHIBIT E

Berenice Cervantes

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Wednesday, July 9, 2025 6:56 PM
To: Liana Rios
Subject: Thank you for your Proposed Settlement Submission

07/09/2025 06:55:40 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7C4c28aee01c0541ea779e08ddb54f96b%7C6fe78029d8e947ec972cae1fda36e60%7C0%7C0%7C638877093887521687%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWVpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=9lcz5wm7gxUhmzaL%2FqiSqXfkyXzXCWH%2FypxbwERWZU0%3D&reserved=0