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Attorneys for Plaintiff, MARY WILKER

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MARIN

MARY WILKER, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

SAN RAFAEL OPERATING COMPANY,
LP, a Delaware Limited Partnership;
MARINER HEALTH CENTRAL, Inc., a
Delaware Corporation, and DOES 1-100,
inclusive,

Defendants.

CASE NO. CV0001580
CLASS ACTION
Hon. Stephen Freccero

**DECLARATION OF JANELLE CARNEY
IN SUPPORT OF MOTION FOR COURT
APPROVAL OF PAGA SETTLEMENT**

Date: TBD 07/08/2025
Time: TBD 1:30 pm
Dept.: A

Action filed: December 14, 2023

1 I, Janelle Carney, declare:

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am
4 counsel of record herein and I have personal knowledge of the facts herein. If called as a witness, I
5 could and would competently testify herein.

6 **DECLARANT’S ROLE IN LITIGATION & DATA ANALYSIS**

7 2. Herein, Plaintiff’s counsel has extensive experience in wage and hour class action
8 litigation. I, along with Frontier Law Center and Plaintiff, conducted an extensive investigation
9 prior to the Complaint being filed and throughout the litigation. The initial legal work on this
10 matter commenced on or about November 2023.

11 3. The Plaintiff seeks approval of a PAGA settlement in the gross amount of
12 \$205,000.00, on behalf of the State of California and the Aggrieved Employees who are or were
13 employed by Defendants San Rafael Operating Company, LP (“San Rafael”) and Mariner Health
14 Central, Inc. (“Mariner”) (hereinafter collectively referred to as “Defendants”). The Aggrieved
15 Employees are (“Aggrieved Employees”) are defined as follows: All hourly non-exempt employees
16 of SROC employed in California at the Pine Ridge facility, during the relevant time period of
17 December 14, 2022, through January 31, 2025, or the date of Court approval of the Settlement,
18 whichever comes first.

19 4. The Plaintiff propounded formal discovery and requested data from the Defendant
20 including time and pay data for the Aggrieved Employees. According to Defendant, there are 231
21 Aggrieved Employees who worked a total 7,794 PAGA Pay Periods from January 25, 2023,
22 through December 3, 2024.

23 5. I have extensive experience in wage and hour class action and PAGA litigation,
24 both as a partner with the Law Office of Joseph Antonelli (LOJA), and with my own firm as of
25 January 2021. The Plaintiff seeks to and obtain approval of a non-reversionary settlement in the
26 gross amount of \$205,000.00 on behalf of approximately 231 Aggrieved Employees.

27 6. JCAL specializes in the area of wage and hour issues. For the last 25 years, I have
28 almost worked exclusively on class actions and representative actions. I graduated from Whittier

1 College School of Law School and obtained my Jurisprudence Doctorate in May 1998. I took the
2 California Bar Examination in February 1999 and received my passing results in May 1999. On
3 June 8, 1999, I was admitted to practice law in the State of California and the federal courts. I have
4 remained in good standing as a member of the California Bar since admission through the present
5 time. I have litigated numerous successful wage and hour class actions in California. Since my
6 admission to the bar, I have solely worked at the Law Office of Joseph Antonelli through December
7 31, 2020, when I started Janelle Carney – Attorney at Law, APC. On July 1, 2007, I became a
8 partner at LOJA and opened JCAL on January 1, 2021.

9 7. During my tenure with the Law Office of Joseph Antonelli, our firm in conjunction
10 with the Law Offices of Kevin T. Barnes completed a court trial in the case of *Mutuc v. Huntington*
11 *Memorial Hospital*, Case No. BC288727. LOJA was also successful in obtaining favorable
12 published opinions for employees in the state of California on six (6) major issues in each of the
13 following cases:

- 14 a. *Huntington Memorial Hospital v. Superior Court* (“Mutuc”) (2005) 131 Cal.App.
15 4th 893, 906;
- 16 b. *Tien v. Sup. Ct.* (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- 17 c. *Jaimez v. Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286;
- 18 d. *Hoover v. American Income Life Insurance* (2012) 206 Cal. App. 4th 1193;
- 19 e. *Cochran v. Schwan’s*, (2014) 228 Cal.App.4th 1137;
- 20 f. *Falk v. Children’s Hospital Los Angeles*, (2015) 237 Cal. App. 4th 1454;
- 21 g. *Lafitte v. Robert Half International, Inc.*, et al. (2016), 1 Cal.5th 480;
- 22 h. *Vasserman v. Henry Mayo Newhall* (2017) 8 Cal. App 5th 236.

23 These cases were landmark decisions in the manner in which the regular rate must be
24 calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and
25 overtime rate (*Huntington Hospital*); the criteria required to certify pay stub claim, waiting time
26 penalty claim, and meal and rest break claim among other matters (*Jaimez*); protecting the interests
27 of putative class members in a wage and hour case who want their identity protected (*Tien*); the
28 standard to prove that an employer has waived its right to arbitrate an employment claim against an
employee who filed a class action (*Hoover*); the standard of when an employer is required to

1 reimburse employees for cell phone usage and other business expenses in order to perform the
2 employees' duties, even if there was no direct costs to the employees (*Cochran*); the application of
3 the tolling doctrine as applied to subsequent class actions being filed when the previous class action
4 was disposed of without a ruling on certification (*Falk*); the *Laffitte* decision laid out the
5 requirements for approval of a class action settlement including an in depth analysis on the
6 attorneys' fees request on a common fund. In *Laffitte*, the California Supreme Court affirmed the
7 trial court and appellate court ruling and holds that the attorney fee award made on a common fund
8 basis (percentage of the settlement) is the law in California; and that employees whose employment
9 is governed by a collective bargaining agreement have not waived their right to bring statutory
10 claims in court unless there is a clear and unmistakable waiver of their rights (*Vasserman*).

11 **CLASS ACTION & PAGA EXPERIENCE**

12 8. I have previously served as class counsel in a number of class action and PAGA
13 cases, including wage and hour matters. The following is a sample of matters wherein I have been
14 approved as class counsel with LOJA and as JCAL:

15 **NORTHERN CALIFORNIA COUNTIES**

16 **TRAVEL NURSE ACROSS AMERICA**

17 (1) On or about February 25, 2025, Honorable Charles F. Adams entered an Order
18 Granting Motion for Approval of PAGA Settlement, in Talley v. Travel Nurse Across America,
19 LLC, Santa Clara County Superior Court Case No. 22CV403416. My firm and Frontier Law
20 Center represented the aggrieved employees. Judge Adams approved the settlement in the amount
21 of **\$850,000.00**, awarded attorneys' fees in the amount of \$297,500.00 (35% of the settlement), and
22 awarded an enhancement to the Plaintiff, in the amount of \$1,500.00;

23 **GOODYEAR**

24 (2) On or about May 25, 2023, Honorable Theodore Zayner entered an Order Granting
25 Final Approval and Judgment, in Franco v. The Goodyear Tire & Rubber Company, Santa Clara
26 County Superior Court Case No. 22CV393403. My firm and other counsel were approved as class
27 counsel for settlement purposes. Judge Zayner approved the settlement in the amount of
28 **\$3,500,000.00**, awarded attorneys' fees in the amount of \$1,666,666.67 (33.33% of the settlement),
and awarded an enhancement to the three Class Representatives totaling \$30,000.00;

1 **MANN+HUMMEL WATER & FLUID SOLUTIONS**

2 (3) On or about May 9, 2023, Honorable Donna Geck entered an Order Granting Final
3 Approval of Class Action and PAGA Settlement and Motion for Attorneys' Fees, Costs, and Class
4 Representative Service Payment, in Massey v. Mann+Hummel Water & Fluid Solutions, Inc., Santa
5 Clara County Superior Court Case No. 21CV02965. My firm and Frontier Law Center were
6 approved as class counsel for settlement purposes. Judge Geck approved the settlement in the
7 amount of **\$800,000.00**, awarded attorneys' fees in the amount of \$266,666.66 (33.33% of the
8 settlement), and awarded an enhancement to the Class Representative of \$7,500.00;

9 **LAND O'LAKES**

10 (4) On or about May 27, 2022, Honorable Brian McCabe entered an Order Granting
11 Final Approval of Settlement, in Inacio v. Land O'Lakes, Inc., et al., Merced County Superior
12 Court Case No. 19CV-04520. Janelle Carney – Attorney at Law, APC, Frontier Law Center, and
13 the Law Office of Joseph Antonelli and other counsel were approved as class counsel for settlement
14 purposes. Judge McCabe approved the settlement in the amount of **\$500,000.00**, awarded attorneys'
15 fees in the amount of \$1,666,666.67 (33.33% of the settlement), and awarded an enhancement to
16 the Class Representative in the amount of \$10,000.00;

16 **DOCTORS HOSPITAL OF MANTECA, INC.**

17 (5) On or about November 23, 2020, Honorable Jayne Lee entered an Order Granting
18 Final Approval of Settlement, in Lyle v. Doctors Hospital of Manteca, Inc., et al., San Joaquin
19 County Superior Court Case No. STK-CV-UOE-2016-6523. The Law Office of Joseph Antonelli
20 and other counsel were approved as class counsel for settlement purposes. Judge Strauss approved
21 the settlement in the amount of **\$3,750,000.00**, awarded attorneys' fees in the amount of
22 \$1,250,000.00 (33.33% of the settlement), and awarded an enhancement to the three Class
23 Representatives totaling \$7,900.00;

24 **LOS ANGELES COUNTY**

25 **HUNTINGTON MEMORIAL HOSPITAL**

26 (6) On or about January 21, 2004, the Los Angeles Superior Court Judge Thomas
27 Willhite entered an order granting class certification in *Mutuc v. Huntington Memorial Hospital*,
28 Los Angeles Superior Court Case No. BC288727. The case involved an alleged illegal pay plan and

1 a pay stub class. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
2 approved as class counsel and served as trial counsel in this matter, with trial testimony and
3 argument concluding on April 6, 2007. The matter was re-opened for closing argument on July 23,
4 2007. As set forth above the primary issue in *Mutuc* involved an alleged artificial and dual rate pay
5 plan that applied to the 12-hour employees at Huntington Hospital. The *Mutuc* matter was tried in
6 approximately 12 days, including partial days and opening and closing statements. Furthermore,
7 there were a total 28 of witnesses who testified. The case resulted in an approximate \$32.8 million
8 award for the class and ultimately settled, including PAGA claims, with the related case of *Kiely v.*
9 *Huntington Memorial Hospital* for \$60 million. The Court approved attorneys' fees in the amount
10 of \$18,000,000.00. Furthermore, the Court did award \$50,000.00 for each of the *Mutuc* class
11 representatives and \$20,000.00 for the *Kiely* representative.

12 (6a) On or about January 5, 2009, the Honorable William A. MacLaughlin entered an
13 Order Granting Final Approval of Settlement, Class Representative Enhancements, Attorneys'
14 Fees, and Costs in the matter of *Kiely v. Huntington Memorial Hospital*, Los Angeles Superior
15 Court Case No. BC364972, which was settled together with related matter *Mutuc v. Huntington*
16 *Memorial Hospital*, Los Angeles Superior Court Case No. BC288727. The Law Office of Joseph
17 Antonelli and the Law Office of Kevin T. Barnes were approved as class counsel for settlement
18 purposes.

18 **PAGADUAN V. TENET HEALTHCARE**

19 (7) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and
20 others were approved as class counsel in the matter of *Pagaduan v. Tenet Healthcare*, JCCP No.
21 4377. After obtaining class certification, the Los Angeles Superior Court by the Honorable Carl
22 West, Judge Presiding, later on or about May 7, 2009, granted final approval of a class action
23 settlement. The court approved the settlement in the amount of \$85,000,000.00. Furthermore, the
24 Court did award \$75,000 for each of the named class representatives. Additionally, the Court
25 awarded the requested \$7,500.00 to three (3) other representatives. Judge West also awarded
26 attorneys' fees in the amount of \$22,844,022.50;

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1 **METHODIST HOSPITAL OF SOUTHERN CALIFORNIA**

2 (8) On or about November 12, 2008, Hon. Victoria Chaney entered an Order Granting
3 Final Approval of a Proposed Class Action Settlement in *Davis v. Methodist Hospital of Southern*
4 *California*, Los Angeles Superior Court Case No. BC380177, approving a class action settlement of
5 \$20.25 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
6 approved as class counsel for settlement purposes. Furthermore, the Court did award \$20,000.00
7 for two (2) of the class representatives and \$5,000 for one class representatives. Judge Chaney also
8 awarded attorneys' fees in the amount of \$3,989,087.50;

9 **CHILDREN'S HOSPITAL LOS ANGELES**

10 (9) The Law Office of Joseph Antonelli was declared Lead Class Counsel in the matter
11 of *Mays v. Children's Hospital Los Angeles*, Los Angeles Superior Court Case No. BC477830. On
12 or about May 17, 2016, the Honorable Ann I. Jones granted preliminary approval of class action
13 settlement in the amount of \$27,000,000.00, attorneys' fees in the amount of \$9,000,000.00, and
14 class representative enhancements to the five Class Representatives in an amount totaling
15 \$67,500.00. At the final approval on September 19, 2016, the Court entered Final Approval of the
16 Class action settlement and awarded the attorneys' fees request of 33 1/3% in the amount of
17 \$9,000,000 in addition to awarding the class representative enhancements in the amounts requested
ranging from \$10,000 to \$25,000 for each of the five representatives;

18 **GOOD SAMARITAN HOSPITAL**

19 (10) The Law Office of Joseph Antonelli was approved as class counsel in the matter of
20 *Hoffman v. Good Samaritan Hospital*, Los Angeles Superior Court Case No. BC564721. The
21 William F. Highberger entered an Order and Judgment Re: Plaintiff's Motion for Attorneys' Fees
22 and Costs and Class Representative Enhancements and Motion for Conditional Certification and
23 Final Approval of Class Action Settlement on or about February 8, 2016, approving a settlement in
24 the amount of \$6,175,000.00, attorneys' fees in the amount of \$1,500,000.00 and Class
25 Representative Enhancements to the two Class Representatives in the amount of \$25,000.00 each;

26 **WHITE MEMORIAL MEDICAL CENTER**

27 (11) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
28 Class Counsel in the matter of *Chamber v. White Memorial Medical Center, et al.* and *Flynn v.*

1 *Glendale Adventist Medical Center, et al.*, Los Angeles Superior Court Case No. BC426335, in
2 which the Honorable William F. Highberger was presiding and approved a final settlement in the
3 amount of \$8,750,000, attorneys' fee request of \$2,916,966 and class representative enhancement
4 awards of \$40,000 to both class representatives;

5 **KAISER PERMANENTE HOSPITAL**

6 (12) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
7 Class Counsel in the matter of *Martin v. Kaiser Foundation Hospitals, et al.*, Case No. BC395992
8 in which the Honorable Jane L. Johnson was presiding and approved a final settlement in the
9 amount of \$21,750,000, attorneys' fee request of \$5,437,500 and class representative enhancement
10 awards of \$90,000 to both class representatives;

11 **ROBERT HALF**

12 (13) On or about September 18, 2006, the Los Angeles Superior Court Judge Edward R.
13 Ferns entered an order granting class certification in *Lafitte v. Robert Half International, Inc.*, Los
14 Angeles Superior Court Case No.: BC321317. The Law Office of Joseph Antonelli and Law Office
15 of Kevin Barnes were approved as class counsel. This case involved a mis-classification
16 concerning exempt employees. The Honorable Mary H. Strobel entered an order of Final Approval
17 on April 10, 2013 approving the settlement of \$19,000,000.00. The Law Offices of Kevin T. Barnes
18 and Law Office of Joseph Antonelli were approved as class counsel in this certified matter. The
19 attorneys' fee award was in the amount of 33 1/3 % of the settlement. Furthermore, the Court did
20 award the cumulative amount of \$80,000.00 for the three class representatives in the individuals
amounts of \$15,000.00, \$25,000.00 and \$40,000.00;

21 **FIRST CHOICE**

22 (14) The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
23 approved as class counsel in the certified matter of *Jaimez v. DAIOHS, U.S.A., Inc., (First Choice)*,
24 Los Angeles Superior Court Case No. BC372665. This case involved mis-classification of
25 employees, meal period and rest period violations, pay stub, and waiting time penalty classes. On
26 January 4, 2011, Judge Ralph W. Dau entered an order certifying the classes. On October 20, 2011,
27 final approval was granted in the total amount of \$1.7 million. Furthermore, the Court did award
28 the cumulative amount of \$60,000.00 for the three class representatives in the individual amounts

1 of \$10,000.00, \$20,000.00 and \$30,000.00. Judge Dau also awarded attorneys' fees in the amount
2 of \$600,000;

3 **LONG BEACH MEMORIAL MEDICAL CENTER**

4 (17) The Law Office of Joseph Antonelli, Law Office of Stephen M. Harris, and Law
5 Offices of Robert L. Starr, APC, were approved as class counsel in the matter of *Castillo, et al. v.*
6 *Long Beach Memorial Medical Center, et al.*, Los Angeles Superior Court Case No. BC576936.
7 The Honorable Daniel J. Buckley granted final approval of the class action settlement on December
8 15, 2020. The court approved the settlement in the amount of \$9,500,000.00, attorneys' fees in the
9 amount of \$3,166,666.67, and Class Representative Enhancements to Class Representatives
10 Elizabeth Castillo, Chris Marker, and Regina Buccella, in the amount of \$25,000.00 each, and
11 \$15,000.00 to Class Representative, Kham Chang.

12 **ASSIGNMENT AMERICA, LLC**

13 (18) On or about April 3, 2024, the Honorable Maurice A. Leiter entered an Order
14 Granting Plaintiff's Motion for Court Approval of PAGA Settlement and Entering Judgment in the
15 matter of *Mathews v. Assignment America, LLC*, Los Angeles Superior Court Case No.
16 22STCV13033. Judge Leiter approved the gross settlement amount of \$395,000.00, awarded
17 attorneys' fees of \$131,666.67. Additionally, Plaintiff's enhancement request of \$2,500.00 was
18 granted and the settlement administration expenses are awarded in the amount of \$4,650.00. The
19 Net Distribution Amount of the settlement was \$240,183.33, with \$180,137.50 payable to the
20 California Labor and Workforce Development Agency (LWDA) for its share of PAGA penalties
(75%), and \$60,045.83 payable to the Aggrieved Employees (25%).

21 **ORANGE COUNTY**

22 **ST. JUDE HOSPITAL**

23 (19) On or about September 10, 2018, the Honorable William Claster entered an Order
24 and Final Judgment Granting Attorney's Fees and Costs and Class Representative Enhancement and
25 Motion for Final Approval of Class Action and PAGA Settlement in the matter of *Davis and Krajec*
26 *v. St. Jude Hospital and Mission Hospital Regional Medical Center*, Orange County Superior Court
27 Case No. 30-2012-00602596-CU-OE-CXC. The Law Office of Joseph Antonelli and the Law
28 Offices of Kevin T. Barnes were approved as class counsel. Judge Claster awarded attorneys' fees

1 of \$2,141,000, from the gross settlement value of \$7,500,000 and the Court did award enhancement
2 amounts of \$12,000, for Leah Davis, a current employee and class representative and \$10,000 for
3 Amy Krajec, Marilyn Lentini, and Sandra Murray each of the other three former employees and
4 class representatives.

5 **MILLER V. CHOC**

6 (20) On or about April 25, 2016, the Honorable Gail A. Andler entered a Revised Order
7 and Judgment Granting Final Approval of Class Action and PAGA Settlement in the matter of
8 *Miller v. Children's Hospital of Orange County*, Orange County Superior Court Case No. 30-2014-
9 00723026- CU- OE- CXC. The Law Office of Joseph Antonelli and the Law Offices of Dennis
10 Moss were approved as class counsel Judge Andler awarded attorneys' fees of \$1,500,000 or 30%
11 of the gross settlement value of \$4,500,000.00 and an enhancement award of \$10,000 (the amount
12 requested by Class Counsel) for Class Representative, Erik Mara.

13 **MARACINE v. MESA VERDE CONVALESCENT HOSPITAL**

14 (21) On or about July 7, 2017, the Honorable Robert J. Moss entered an Order
15 Determining Good Faith and Granting Final Approval of Settlement and Entry of Judgment in
16 *Maracine v. Mesa Verde Convalescent Hospital, Inc.*, Orange County Superior Court Case No. 30-
17 2015-00780115-CU-OE-CXC, approving a class action and PAGA settlement of \$1,375,000.00.
18 The Law Office of Joseph Antonelli was approved as Class Counsel for settlement purposes.
19 Furthermore, the Court did award \$20,000.00 for the class representative. Judge Sanders also
20 awarded attorneys' fees in the amount of \$412,500.

21 **PATE v. CHILDREN'S HOSPITAL OF ORANGE COUNTY**

22 (22) The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and others
23 were approved as class counsel Declarant, and other counsel were approved by the Orange County
24 Superior Court by Judge David Velasquez, as Class Counsel in the matter of *Pate, et. al. v.*
25 *Children's Hospital of Orange County (CHOC)*, Case No. 05CC00303 and a related case of *York v.*
26 *CHOC*, Case No.30-2011-00465444CU-OE-CX. On March 8, 2010, the Court granted class
27 certification in Pate, and on March 23, 2012, final approval of a class action and PAGA settlement
28 was granted in both matters, totaling in the amount of \$17.5 million. Furthermore, the Court did
award amounts which ranged from \$25,000, \$15,000.00, and \$10,000 for each of the four class

1 representatives. The Court also awarded attorneys' fees in the amount of \$4,686,862 in the *Pate*
2 matter, and \$375,000 in the *York* matter.

3 **ST. JOSEPH HOSPITAL OF ORANGE (SJHO)**

4 (23) On or about June 24, 2009, the Honorable Nancy Wieben Stock entered an Order
5 Partially Granting and Partially Denying Plaintiffs' Motion for Class Certification in the matter of
6 *Oberschlake v. St. Joseph Hospital of Orange*, Orange County Superior Court Case No.
7 05CC00301. The Law Office of Joseph Antonelli and the Law Offices of Kevin T. Barnes were
8 approved as class counsel. On or about May 20, 2011, the Honorable Nancy Wieben Stock further
9 entered Orders Granting Preliminary and Final Approval of Class Action and PAGA Settlement.
10 Judge Stock did award attorneys' fees of \$4,000,000 or 33.33% of the gross settlement value of
11 \$12,000,000. Furthermore, the Court did award \$20,000.00 for each of the class representatives.

12 **HOAG**

13 (24) On or about June 14, 2012, Honorable Gail Andler entered an Order Granting Final
14 Approval of Class Action and PAGA Settlement in *Corona v. Hoag Memorial Hospital*
15 *Presbyterian*, Orange County Superior Court Case No 30-2009-00295587. The Law Office of
16 Joseph Antonelli and the Law Offices of Kevin T. Barnes were approved as class counsel. Judge
17 Andler did approve the gross settlement of \$4,000,000. Furthermore, the Court did award
18 \$20,000.00 for each of the class representatives. Judge Andler also awarded attorneys' fees in the
19 amount of \$1,333,320.00.

20 **STAPLES**

21 (25) On or about November 10, 2005, the Honorable Ronald L. Bauer granted class
22 certification in *Staples Overtime Cases*, JCCP No. 4235. The Law Office of Joseph Antonelli, the
23 Law Offices of Kevin T. Barnes and others were approved as class counsel. The case involved
24 misclassification of defendant's salaried exempt "manager" employees. The Court also entered
25 Final Approval Order on or about April 16, 2008, approving a class action and PAGA settlement in
26 the amount of \$38,000,000.00.

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1 **SAN BERNARDINO COUNTY**

2 **CHICK-FIL-A**

3 (26) On or about December 9, 2022, Hon. Donald Alvarez granted Final Approval of
4 Class and PAGA Representative Action Settlement in the amount of \$105,000.00 in the matter of
5 *Caro v. EM KMR, LLC dba Chick-Fil-A/Colonies Crossroads* (FSU 01544), San Bernardino
6 Superior Court Case No. CIVSB 2126911. Janelle Carney – Attorney at Law, APC was approved
7 as Class Counsel for settlement purposes. Furthermore, the Court did award class representative
8 enhancements in the amount of \$10,000.00 to the class representative, and \$35,000.00 in attorneys’
9 fees.

10 **ST. MARY MEDICAL CENTER**

11 (27) On or about March 21, 2019, Hon. Bryan F. Foster granted Final Approval of Class
12 Action and PAGA Settlement in *Sanchez v. St. Mary Medical Center*, San Bernardino Superior
13 Court Case No. CIVDS1304898, approving a class action and PAGA settlement of \$5,750,000.00.
14 The Law Office of Joseph Antonelli, the Law Offices of Kevin T. Barnes, and Mahoney Law
15 Group were approved as Class Counsel for all purposes. The *Sanchez* matter was certified on
16 several key subclasses, including overtime theories on behalf of class members that were part of a
17 union and not paid daily overtime premiums and AWS theories. The *Sanchez* theories certified and
18 set for trial were similar to claims being litigated in the Tilton action. Furthermore, the Court did
19 award \$15,000.00 for the class representative, a former employee at the time she filed the class
20 action complaint. Furthermore, Judge Foster awarded attorneys’ fees in the amount of 1/3 of the
21 common fund in the amount of \$1,916,666.60.

22 **UNIFIRST CORPORATION**

23 (28) On or about February 4, 2016, Hon. Gilbert Ochoa entered an Order Granting Final
24 Approval of a Proposed Class Action Settlement in *Alvidrez v. Unifirst Corporation*, San
25 Bernardino Superior Court Case No. CIVRS 1308105, approving a class action and PAGA
26 settlement of \$1.1 million. The Law Office of Joseph Antonelli and the Law Offices of Kevin T.
27 Barnes were approved as class counsel for settlement purposes. Furthermore, the Court did award
28 \$25,000.00 each for two of the class representatives. Furthermore, Judge Ochoa awarded attorneys’
fees of \$330,000.

1 **AMERICAN INCOME LIFE INSURANCE COMPANY**

2 (29) On or about December 12, 2014, Hon. Keith D. Davis entered an Order Granting
3 Final Approval of a Proposed Class Action and PAGA Settlement in *Hoover v. American Income*
4 *Life Insurance Company*, San Bernardino Superior Court Case No. CIVRS 910758, approving a
5 class action settlement of \$6,250,000.00. The Law Office of Joseph Antonelli and other counsel
6 were approved as class counsel. Furthermore, the Court did award \$25,000.00 each for two of the
7 class representatives. Judge Davis also awarded attorneys' fees in the amount of \$2,083,333.33.

8 **SAN DIEGO COUNTY**

9 **VENTURE DYNAMICS ENTERPRISES**

10 (30) On or about June 28, 2024, Honorable Katherine Bacal entered an Order Granting
11 Final Approval of Class Action and PAGA Settlement, in Ponce Ceja v. Venture Dynamics
12 Enterprises, Inc., San Diego Superior Court Case No. 37-2022-00004908-CU-0E-CTL. My firm
13 and Frontier Law Center were approved as class counsel for settlement purposes. Judge Katherine
14 Bacal approved the settlement in the amount of **\$1,000,000.00**, awarded attorneys' fees in the
15 amount of \$333,333.33 (33.33% of the settlement), and awarded an enhancement of \$7,500.00 to
the Class Representative.

16 **THE FISH HOUSE VERA CRUZ**

17 (31) On or about November 22, 2024, Honorable Cynthia A. Freeland entered an Order
18 Granting Final Approval of Class Action and PAGA Settlement, in Houser v. The Fish House Vera
19 Cruz, San Diego Superior Court Case No. 37-2023-00045659-CU-OE-NC. My firm and Frontier
20 Law Center were approved as class counsel for settlement purposes. Judge Cynthia A. Freeland
21 approved the settlement in the amount of **\$172,000.00**, awarded attorneys' fees in the amount of
22 \$60,200.00, and awarded an enhancement of \$5,000.00 to the Class Representative.

23 **SEVEN SEAS ASSOCIATES, LLC**

24 (32) On or about October 22, 2024, Honorable Loren G. Freestone entered an Order
25 Granting Plaintiff's Motion for Final Approval of Class Action Settlement, in Gonzalez v. Seven
26 Seas Associates, LLC, San Diego Superior Court Case No. 37-2023-00042280-CU-OE-CTL. My
27 firm and Frontier Law Center were approved as class counsel for settlement purposes. Judge
28

1 Freestone approved the settlement in the amount of **\$500,000.00**, awarded attorneys' fees in the
2 amount of \$1666,666.67, and awarded an enhancement of \$7,500.00 to the Class Representative.

3 **SHARP HEALTHCARE**

4 (33) On or about September 25, 2020, Honorable Kenneth J. Medel entered an Order
5 Granting Final Approval of Settlement, in Espinoza v. Sharp Healthcare, San Diego Superior Court
6 Case No. 37-2018-00034031-CU-OE-CTL. The Law Office of Joseph Antonelli and other counsel
7 were approved as class counsel for settlement purposes. Judge Kenneth J. Medel approved the
8 settlement in the amount of **\$2,125,000.00**, awarded attorneys' fees in the amount of 708,333.30
9 (33.33% of the settlement), and awarded an enhancement of \$15,000.00 to the Class
10 Representative.

11 **VIBRA HEALTHCARE WAGE AND HOUR CASES**

12 (34) On or about September 7, 2018, Honorable Richard E.L. Strauss entered an Order
13 Granting Final Approval of Settlement, in Vibra Healthcare Wage and Hour Cases, JCCP No. 4874.
14 The Law Office of Joseph Antonelli and other counsel were approved as class counsel for
15 settlement purposes. Judge Strauss approved the settlement in the amount of **\$5,500,000.00**,
16 awarded attorneys' fees in the amount of \$1,833,150.00 (33.33% of the settlement), and awarded an
enhancement to the three Class Representatives totaling \$35,000.00;

17 **INVESTIGATION AND LITIGATION**

18 9. JCAL has always been prepared to zealously pursue this case on behalf of the
19 aggrieved employees through trial on the merits if necessary.

20 10. Defendant has produced documents and data, including payroll records, policy
21 documents, and related employment records for aggrieved employees. The parties attended a
22 mediation On December 3, 2024, the parties participated in an all-day mediation presided over by
23 Jeff Winikow. All of the parties' negotiations have been non-collusive and involved considerable
24 disputes over payment terms. Plaintiff did not settle this case until she and her counsel have
25 conducted sufficient investigation into the claims, and exhausted all avenues before agreeing to this
26 settlement.

1 11. Although not required for PAGA settlements, pursuant to *Kullar v. Footlocker*
2 *Retail Inc.*, 168 Cal. App 4th 116, 118 and *Dunk v. Ford Motor Co.*, (1996) 48 Cal.App.4th 1794,
3 the following describes the settlement's reasonableness.

4 12. **Strength of Plaintiff's Case**

5 The PAGA claims to be analyzed are set forth below.

6 Plaintiff further alleges that pursuant to *Labor Code* §§ 201 and 202, Aggrieved Employees
7 terminated from Defendant's employment are entitled to a penalty pursuant to *Labor Code* § 203,
8 because Defendant did not pay them all wages due upon separation. Such a claim is derivative, and
9 for the same reasons as stated above, Defendant contends no wages are due, and thus no penalties
10 owed under PAGA. Defendant further argues that its failure to pay wages upon separation was not
11 "willful," in that the law is uncertain as to claims asserted in this case or whether the failure to pay
12 is due to a good faith dispute. See *Barnhill v. Robert Saunders & Co.*, 125 Cal.App.3d 1, 8 (1981)
13 (employer's failure to pay is not willful if its failure is due to uncertainty in the law); *Road*
14 *Sprinkler Fitters Local Union No. 669 v. G & G Fire Sprinklers, Inc.*, 102 Cal.App.4th 765, 782
15 (2002) (willfulness not met if defendant's failure to pay a result of a "good faith mistaken belief
that wages are not owed").

16 **A. Fairness of the Settlement**

17 The proposed settlement amount of \$205,000.00 represents approximately **58.3%** of the
18 risk-adjusted maximum PAGA penalties of \$351,700.00, making it an excellent result for the
19 Aggrieved Employees given the substantial risks and uncertainties of continued litigation. Beyond
20 the claim-specific risks detailed above, several additional factors support the reasonableness of this
21 settlement.

22 **MEAL BREAK VIOLATIONS**

23 Labor Code section 512 and the applicable Wage Orders require employers to provide non-
24 exempt employees with meal periods of at least 30 minutes for work periods exceeding five hours,
25 and a second meal period for work periods exceeding ten hours. These meal periods must be
26 uninterrupted, with employers relieving employees of all duties, relinquishing control over their
27 activities, and allowing employees a reasonable opportunity to take their full 30-minute break. If an
28 employer fails to provide a compliant meal period, it must pay the employee one additional hour of

1 pay at the employee's regular rate of compensation for each workday that the meal period is not
2 provided.

3 Plaintiff's theory of liability is that Defendant failed to provide compliant off-duty meal
4 periods to Plaintiff and the Aggrieved Employees. Specifically, Plaintiff alleges that Defendant
5 maintained a policy and practice of requiring employees to remain on premises and respond to calls
6 even during their meal breaks, or failed to provide sufficient staffing to relieve employees for
7 breaks, thereby impeding, discouraging, or dissuading them from taking compliant breaks.
8 Furthermore, Plaintiff contends that employees were required to clock out for meal breaks
9 regardless of whether a compliant break was actually taken, and that Defendant failed to pay missed
10 meal period premiums at the regular rate of pay.

11 Based on a total of 7,794 pay periods during the PAGA Period, and applying the \$50
12 penalty under Labor Code section 558, the maximum theoretical exposure for meal break violations
13 would be $7,794 \times \$50 = \$389,700$.

14 However, Defendant presents strong defenses that substantially reduce the likelihood of
15 recovering the maximum penalty amount. Time record analysis shows minimal violation rates: only
16 1.1% for missed first meal periods, 19.5% for late first meal periods, and 0.1% for short first meal
17 periods. Defendant maintains that any non-compliant meal periods were due to employees'
18 voluntary choices rather than company policy or practice.

19 Given these substantial defenses, the low violation rates, and documented compliance
20 efforts, a risk adjustment to 10% of the maximum potential liability is appropriate. Therefore, the
21 risk-adjusted liability is $\$389,700 \times 10\% = \$38,970$. This adjustment acknowledges both the court's
22 discretion to reduce PAGA penalties under Labor Code section 2699(e)(2) when they would be
23 unjust, arbitrary, oppressive, or confiscatory, and the significant challenges Plaintiff would face in
24 proving widespread violations were the result of Defendant's policies rather than employee choice.

24 **REST BREAK VIOLATIONS**

25 The Wage Orders require employers to authorize and permit employees to take rest periods
26 at the rate of 10 minutes net per four hours or major fraction thereof. Employers must relieve
27 employees of all duties during rest periods and allow them to leave the premises, or else pay a
28 premium at the regular rate of pay. If an employer fails to provide a compliant rest period, it must

1 pay the employee one additional hour of pay at the employee's regular rate of compensation for
2 each workday that the rest period is not provided.

3 Plaintiff alleges that Defendant failed to provide legally compliant rest breaks to Plaintiff
4 and the Aggrieved Employees through multiple mechanisms. First, Plaintiff alleges that Defendant
5 failed and/or refused to implement a relief system, thereby making it difficult or impossible for
6 employees to take timely and compliant rest breaks. Second, Plaintiff contends that Defendant
7 required employees to remain on the premises during their rest breaks, in direct conflict with the
8 California Supreme Court's decision in *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257
9 (2016), which held that employees must be relieved of all duties and employer control during
10 breaks. Third, Plaintiff alleges that Defendant improperly limited the number of rest breaks
11 employees were permitted to take, routinely compelling employees who worked shifts longer than
12 four hours to take only one rest break, even when entitled to two or more. Plaintiff is informed and
13 believes that these practices resulted in both the denial of required breaks and the provision of on-
14 duty, non-compliant breaks.

15 Based on a total of 7,794 pay periods during the PAGA Period, and applying the \$100
16 penalty under Labor Code section 2699, the maximum theoretical exposure for rest break violations
17 would be $7,794 \times \$500 = \$779,400$.

18 However, Defendant presents several strong defenses that substantially reduce the
19 likelihood of recovering the maximum penalty amount. Defendant represents that its time records
20 reflect low rates of meal break violations, and it follows that rest break violations follow the same
21 pattern. Defendant further asserts that it did not prohibit employees from leaving the premises
22 during breaks and that any missed or shortened breaks were the result of employee choice or
23 isolated management decisions, not a uniform policy or practice, and that it had lawful rest break
24 policies in place throughout the PAGA Period.

25 Given these substantial defenses, the low violation rates, and the inherent difficulties in
26 proving rest break violations, a risk adjustment to 10% of the maximum potential liability is
27 appropriate. Therefore, the risk-adjusted liability for the rest break claim is: $\$779,400 \times 10\% =$
28 $\$77,940$. This adjustment acknowledges both the court's discretion to reduce PAGA penalties under
Labor Code section 2699(e)(2) when they would be unjust, arbitrary, oppressive, or confiscatory,

1 and the significant challenges Plaintiff would face in proving widespread violations were the result
2 of Defendant's policies rather than employee choice.

3 **UNPAID WAGES**

4 Labor Code section 1197.1 mandates that employers pay employees at least the minimum
5 wage for all hours worked. This includes any time during which an employee is subject to the
6 control of the employer and any work performed off the clock. Plaintiff alleges that the Aggrieved
7 Employees were not compensated for all hours worked, including hours worked off the clock and
8 during periods when they were required to work through their meal breaks while clocked out. These
9 practices effectively resulted in the Aggrieved Employees performing work without receiving the
10 legally required minimum wages or overtime pay for those hours.

11 Defendants' arguments against these allegations mirror those presented for the meal and rest
12 break claims discussed above. Defendants contend that any off-the-clock work or work performed
13 during meal breaks was neither authorized nor required by company policy. Defendants assert that
14 employees were instructed to accurately record all hours worked and that any instances of off-the-
15 clock work were due to individual choices rather than systemic issues or directives from
16 management.

17 The maximum PAGA liability for minimum wage violations is $7,794 \times \$100$ (Labor Code
18 1197.1) = \$779,400. With respect to overtime violations, the potential maximum PAGA penalty is
19 $7,794 \text{ workweeks} \times \100 (Labor Code 2699) = \$779,400.

20 Given the substantial defenses presented by Defendant above and the challenges in proving
21 widespread minimum wage violations, a risk adjustment of 10% of the maximum potential liability
22 is appropriate. Therefore, the risk-adjusted liability for minimum wages violations is calculated as
23 $\$779,400 \times 10\% = \$77,940$. Similarly, the risk-adjusted liability of the overtime violations is
24 $\$779,400 \times 10\% = \$77,940$.

25 **WAGE STATEMENT PENALTIES**

26 The wage statement violations are derivative of the unpaid time and meal and rest break
27 violations. Assuming a violation on every single wage statement over the 7,794 pay periods at
28 issue, the maximum theoretical value of this claim is $7,794 \times \$100$ per Labor Code 2699 =
\$779,400.

1 However, because this claim is derivative, defeating liability on the underlying claims also
2 defeats liability on the Wage Statement claim. Even if the underlying claim prevails, Defendant
3 could counter that any alleged omission of information from the wage statements was not knowing
4 and intentional, which could negate wage statement penalties. (*Harris v. Vector Mktg. Corp.* (N.D.
5 Cal. 2009) 656 F. Supp. 2d 1128, 1145-46 (summary adjudication warranted on Section 226(e)
6 claim where dispute existed as to whether plaintiff was independent contractor, and record lacked
7 evidence that conduct was knowing or willful). Consequently, Plaintiff estimates that the risk-
8 adjusted liability on this claim is 10% of its maximum value, or \$77,940.

9 **WAITING TIME PENALTIES**

10 Similarly, the waiting time penalties are derivative from the off the clock and missed break
11 allegations, which are recoverable consistent with *Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13
12 Cal.5th 93. There are 97 aggrieved employees who were terminated, so the theoretical maximum
13 PAGA liability is 97 x \$100 (Labor Code 2699) = \$9,700.

14 On the other hand, Defendant can defeat the waiting time penalty claim if it defeats the
15 underlying predicate claims. In addition, much like the wage statement claims, Defendant will
16 likely argue that the failure to pay was not willful, that it disputes that any wages were due, that
17 violations were minimal, and that the Aggrieved Employees were not following company
18 procedure. Given this double risk of losing on liability, Plaintiff evaluates the risk-adjusted value of
19 this claim to be 10% or \$970.

20 **THE TOTAL SETTLEMENT AMOUNT IS FAIR AND REASONABLE**

21 Summarizing the above, the maximum PAGA liability is the following:

22	1.	Meal break violations -	\$389,700
23	2.	Rest break violation -	\$779,400
24	3.	Minimum wage violation -	\$779,400
25	4.	Overtime violation -	\$779,400
26	5.	Wage statement violation -	\$779,400
27	6.	Waiting time violation -	\$9,700
28		Total -	\$3,517,000

The gross PAGA settlement of \$205,000 is 5.8% of the maximum liability.

1 The total risk-adjusted liability is the following:

- 2 1. Meal break violation - \$38,970
- 3 2. Rest break violation - \$77,940
- 4 3. Minimum wage violation - \$77,940
- 5 4. Overtime violation - \$77,940
- 6 5. Wage statement violation - \$77,940
- 7 6. Waiting time violation - \$970
- 8 Total - \$351,700

9 The gross PAGA settlement of \$205,000 is 58.3% of the risk-adjusted liability.

10 Both figures are within the range of reasonableness. (*See, e.g., Gilmore v. McMillan-*
11 *Hendryx Inc.*, 2022 WL 184004, at *4 (E.D. Cal. Jan. 20, 2022) (PAGA award of 4.2% of the
12 maximum estimated value of PAGA claims and 2.3% of the total settlement amount was “not
13 unreasonable and weighs in favor of settlement”); *Merante v. Am. Inst. for Foreign Study, Inc.*,
14 2022 WL 2918896, at *6 (N.D. Cal. July 25, 2022) (PAGA award of between 0.27% and 2% of the
15 maximum estimated value of PAGA claims was “small” but “within the range of reasonableness”).

16 In addition to the risks related to each of the theories of liability as outlined above, Plaintiff
17 recognizes that there are additional risks related to litigation in general which justify a settlement
18 that is lower than the estimated risk adjusted liability. In view of the risks, the Settlement of
19 \$205,000 (5.8% of maximum liability, 58.3% of risk adjusted liability) represents a fair, adequate,
20 and reasonable compromise amount for these claims and is in the best interest of Plaintiff and
21 Aggrieved Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No.
22 12-55479 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The PAGA settlement and its terms are
23 fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, especially in
24 light of the current economic climate, and are the product of good faith, and informed arms-length
25 negotiations between the Parties consistent with public policy and fully comply with applicable
26 provisions of law.

27 First, recovery through continued litigation would require Plaintiff to prevail on complex
28 legal issues regarding the proper treatment of per diem payments and the compensability of pre-
employment activities. These issues would likely require expensive expert testimony and extensive

1 motion practice, with no guarantee of success. Second, establishing PAGA penalties requires a
2 showing that violations were knowing and intentional, and courts have significant discretion to
3 reduce PAGA penalties even where liability is established. Third, the settlement provides
4 immediate relief to Aggrieved Employees without the delay, expense, and uncertainty of prolonged
5 litigation, which could take years to resolve through trial and potential appeals.

6 Plaintiff further believes this to be a good result, given that there is a substantial question as
7 to whether a trial court will even award cumulative penalties sought by Plaintiff for alleged
8 multiple *Labor Code* violations because there is no precedent for such an award. Moreover, *Labor*
9 *Code* § 2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties: “[A] court
10 may award a lesser amount than the maximum civil penalty amount specified by this part if, based
11 on the facts and circumstances of the particular case, to do otherwise would result in an award that
12 is unjust, arbitrary and oppressive, or confiscatory.” Case law supports a trial court’s discretion in
13 downgrading penalties based on these factors. See *Thurman v. Bayshore Transit Management,*
14 *Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012) (no abuse of discretion by reducing penalty by 30
15 percent).

16 Because of the discretionary nature of PAGA penalties, oftentimes the penalties are
17 discounted by approximately 75%-85%. See, e.g., *Magadia v. Wal-Mart Associates, Inc.* (N.D.
18 Cal. May 31, 2019) 384 F.Supp.3d 1058, 1104 (penalties on wage statement claim reduced by
19 80%); *Fleming v. Covidien, Inc.* (C.D. Cal. Aug. 12, 2011) 2011 WL 7563047, *4.

20 13. The risk, expense, complexity and likely duration of further litigation would have
21 been costly with uncertain recovery. While Plaintiff strongly believes in her case, individual issues
22 and manageability could have been a factor in determining whether the aggrieved employees and
23 the LWDA received anything.

24 14. The risk of going to trial and facing manageability issues through trial was a
25 consideration for Plaintiff and her counsel. There is a risk that Defendant would file a motion and
26 request entry of an order that the matter was not manageable as a representative action and Plaintiff
27 did consider this risk which has become a reality in other cases faced by the Plaintiff’s bar.
28 Therefore, uncertainty as to individual issues could have prevented the matter going forward as a
representative trial.

1 15. With respect to the amount of the settlement, the number of "cents on the dollar" or
2 percentage of total settlement represents, a fair and reasonable settlement amount. The Plaintiff
3 considered, her expert's evaluation, Plaintiff's counsel expertise and knowledge as to the value of
4 the respective claims. Accordingly, the settlement presented to the Court is approximately 58.3%
5 of the reasonable evaluation of the entire case exposure on a purely PAGA basis. Plaintiff
6 discounted the claims for reasonable factors, as set forth above. Overall, under the *Dunk* and
7 *Kullar* factors, the amount of the settlement given the risks of potentially being subject to not try
8 the case as a representative matter and ultimately proving liability on all claims given the current
9 uncertainty in the law demonstrates that the settlement is fair and reasonable.

10 16. The settlement amount is fair and reasonable based on a review of all objective
11 evidence. The parties' assessment of the matter is based on extensive research before and during
12 the litigation, and written discovery.

12 **SETTLEMENT AGREEMENT**

13 17. The parties have entered into a Private Attorney General Act (*Labor Code* § 2698,
14 Et. Seq.) PAGA Settlement Agreement, a true and correct copy is attached hereto as **Exhibit 1**.

15 18. The Gross Settlement of \$205,000.00 is subject to reduction for attorneys' fees,
16 costs, representative enhancement, and administrative costs. Accordingly, assuming that the Court
17 awards the fee request of \$71,750.00, attorneys' costs of \$15,000.00, total PAGA penalties of
18 \$113,900.00 (net distribution amount to Aggrieved Employees in the amount of \$28,475.00 (25%)
19 and net distribution amount to the LWDA in the amount of \$85,425.00 (75%), and Administration
20 costs of up to \$3,350.00 and \$1,000.00 to the named representative, the Net Settlement Amount is
21 estimated to be approximately \$113,900.00. Pursuant to the PAGA Statute, one hundred percent of
22 the Net Distribution Amount shall be considered payment of penalties and thus will not be subject
23 to local, state, or federal payroll taxes or withholdings.

24 **ATTORNEYS' COSTS & FEES**

25 19. My firm's costs are approximately \$7,520.18. (A true and correct copy of Janelle
26 Carney – Attorney at Law, APC's (JCAL) detailed costs billing is attached hereto as **Exhibit 2**).
27 The costs incurred as reflected in **Exhibit 2** consist of filing fees, litigation costs, experts, and
28 various other litigation related costs incurred and paid by JCAL over the past approximately one

1 and one-half (1-1/2) years. I have reviewed JCAL's costs, and each itemized entry as reflected in
2 **Exhibit 2** and I believe that each cost is reasonable and necessary in the prosecution of this action
3 in the superior court as well as arbitration. The attorneys' costs were a result of investigation,
4 research, litigation, experts, consultants, mediation, and other related matters to the prosecution of
5 this case, as evidenced by the cost bills attached as **Exhibit 2**. All of the costs are actual checks
6 written or "hard" costs. The "hard" costs represent checks written by declarant's office to
7 prosecute this matter. That is, before any reimbursement from any person, JCAL had incurred \$
8 7,520.18 in costs. The bills have a summary of costs as its last page. All "hard" costs on the
9 attached bill represents costs that JCAL incurred and paid. JCAL does not include any interest,
10 markup or any premium amount on the costs actually incurred and paid.

11 20. The total lodestar for my firm is: \$57,505. Frontier Law Center estimates their
12 billing of hours to be approximately Seventy-Five (75 hours¹). Based on the excellent result from a
13 monetary and non-monetary basis, the attorneys' fees award should be granted. In the past, counsel
14 have been approved at these billing rates with a multiplier of 2.75 to 4. I personally have reviewed
15 each time entry for accuracy and believe to the best of my ability that each entry accurately reflects
16 the description of work performed, the date the work was done and the attorney billing for said
17 work. A true and correct copy of our firm's hourly billing is attached hereto as **Exhibit 3**.

18 21. At the current time, JCAL has billed not less than 68.60 hours at a lodestar value of
19 approximately \$57,505.00, which averages to an hourly rate of \$838.27. Plaintiff anticipates that
20 counsel will incur up to another 10-15 hours to appear at the hearing, ensure the settlement receives
21 approval, and comply with the filing of post hearing filings once the settlement is distributed to the
22 aggrieved employees as well as answer any questions any Aggrieved Employee may have.

23 22. As set forth above, I participated extensively in the investigation, informal
24 discovery, and mediation. I am very familiar with the contingent fee market throughout California,
25 particularly as it pertains to complex employment, wage and hour, and class action litigation. On
26 behalf of LOJA and JCAL, I have negotiated numerous contingency fee agreements with plaintiffs
27 both as individuals and as representatives in class action suits. Many of those agreements provide
28 that counsel will receive a fee that is between 30%-45% of any recovery that is obtained, and, in

¹ Adam Rose's declaration will be filed separately.

1 addition, that counsel be reimbursed for the costs they incurred out of a recovery amount. The
2 individual Plaintiff signed a contingency fee agreement that compensating counsel up to 35% of
3 any gross settlement. My regular hourly fee of \$850 in complex litigation is reasonable. Counsel
4 for Plaintiff are experienced employment lawyers and have extensive experience in the specific
5 subcategory of wage and hour claims.

6 These are typical and standard rates in employment related contingency agreements in the
7 Los Angeles, Riverside, San Bernardino, Orange County, San Diego, and throughout California.
8 Indeed, in my opinion, the Plaintiff in this complex wage and hour PAGA and class action case
9 could not have retained competent counsel in California, particularly with the considerable skill and
10 expertise of my firm for any amount significantly less than the contingency fee percentage provided
11 in these retainer agreements. Plaintiff's Counsel has advanced all costs and taken on a substantial
12 risk without the guarantee of a payout.

13 23. The parties have agreed to retain the services of ILYM Group, Inc. ("ILYM") to
14 administer the writing of checks and sending payment to each Aggrieved Employee. A true and
15 correct copy of ILYM's estimate dated December 3, 2024, to administer this settlement is attached
16 hereto and marked as **Exhibit 4**. Said costs will not exceed \$3,350.00. ILYM's qualifications are
17 attached hereto as **Exhibit 5**.

18 24. On or about April 11, 2025, my assistant uploaded the proposed settlement to the
19 LWDA, pursuant to *Labor Code* § 2699 (l)(2). A true and correct copy of the proof of submission
20 email is attached hereto as **Exhibit 6** (See also POS). Further, my office will upload the conformed
21 copies of the Notice of Motion, the MP&A, and the declarations on the LWDA once conformed
22 copies are received from the Court.

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

25 Executed at Chino Hills, California on this 11th day of April 2025.

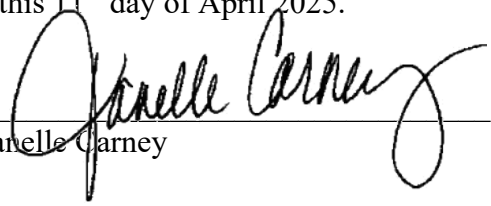
26 
Janelle Carney

Exhibit 1

WILKER V. SAN RAFAEL OPERATING COMPANY, LP, ET AL.,
MARIN COUNTY CASE NO. CV0001580
PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Mary Wilker (“Plaintiff”) and Defendants, San Rafael Operating Company, LP (“SROC”) and Mariner Health Central, Inc. (“MHCI”) (“Defendants”) (collectively referred to hereinafter, the “Parties”). The Parties agree to a PAGA settlement of the lawsuit entitled *Wilker v. San Rafael Operating Company, LP, et al.*, Marin County Superior Court Case No. CV0001580.

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against SROC & MHCI, captioned *Wilker v. San Rafael Operating Company, LP, et al.*, Case No. CV0001580, initiated on December 14, 2023, and pending in Superior Court of the State of California, County of Marin.

1.2 “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties agreed 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 approval of this Settlement.

1.4 “Aggrieved Employee” means in the context of this settlement agreement only:

All hourly non-exempt employees of SROC employed in California at the Pine Ridge facility, during the relevant time period of December 14, 2022, through January 31, 2025, or the date of Court approval of the Settlement, whichever comes first.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in possession of SROC including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA pay periods.

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ 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 Aggrieved Employees.

1.7 “Court” means the Superior Court of California, County of Marin.

1.8 “Defense Counsel” means O’Hagan Meyer LLP.

O’HAGAN MEYER LLP
MELISSA T. DAUGHERTY
ANDREW J. SOKOLOWSKI
550 S. Hope Street, Suite 2400
Los Angeles, California 90071
(213) 647-0072

1.9 “Effective Date” means the date by which the last of the following has occurred: 1) the Court has issued the Approval Order, dismissed Plaintiff’s PAGA claims with prejudice, and entered Judgment in accordance with the terms described herein; and 2) if the State of California, acting through the LWDA or any other administrative agency or official, or any third party timely intervenes in the Action: (i) if the intervenor then appeals the Judgment, the date the Judgment is affirmed on appeal, or the date of dismissal of the appeal, (ii) if no intervention then entry of Judgment is the Effective Date.

1.10 “Gross Settlement Amount” means Two Hundred Five Thousand Dollars and Zero Cents (\$205,000.00) (“PAGA Gross Settlement Amount”), which is the total amount SROC agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses and the Administrator’s Expenses.

1.11 “Individual PAGA Payments” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period.

1.12 “Judgment” means the judgment entered by the Court based upon the Approval Order.

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

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

1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, the Representative Service Payment, and the Administration Expenses. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16 “PAGA Counsel” means the attorneys representing the Plaintiff in the Action:

Janelle Carney
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Calabasas, CA 91302
Telephone: (818) 914-3433
Facsimile: (818) 914-3433

1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, not to exceed 35% of the Gross Settlement Amount (for attorney fees)

1.18 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked SROC for at least one day during the PAGA Period.

1.19 “PAGA Period” means the period from December 14, 2022 through January 31, 2025, or the date the court approves the Settlement, whichever is first.

1.20 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 “PAGA Notice” means Plaintiff’s November 16, 2023, letter to SROC and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (currently estimated to be \$28,475.00) and the 75% to LWDA (currently estimated to be \$84,425.00) in settlement of PAGA claims.

1.23 “Plaintiff” means Mary Wilker, the named plaintiff in the Action.

1.24 “Approval Order” means the Court Order Granting Approval of PAGA Settlement.

1.25 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26 “Released Parties” means SROC, MHCI, and its owners, agents, attorneys, insurers, past, present, and future divisions, predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries.

1.27 "Representative Service Payment" means the \$1,000 payment to the Plaintiff for initiating the Action and providing services in support of the Action.

1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.29 “SROC” means named Defendant San Rafael Operating Company, LP.

1.30 “MHCI” means named Defendant Mariner Health Central Inc.

2. RECITALS.

2.1 On December 14, 2023, Wilker filed a Class Action Complaint against SROC and MHCI in the Marin County Superior Court (Case No. CV00015806) which alleged causes of action for: 1) Violation of Unfair Competition Law; 2. Failure to Pay All Wages; 3) Meal Period Violations; 4) Waiting Time Penalty; 5) Wage Statement Penalty; 6) Rest Period Violations.

2.2 On January 25, 2024, Wilker filed a First Amended Complaint (the “FAC”) which added a claim for PAGA penalties to the Class Action based on the following theories: 1) Violation of Unfair Competition Law; 2. Failure to Pay All Wages; 3) Meal Period Violations; 4) Waiting Time Penalty; 5) Wage Statement Penalty; 6) Rest Period Violations;

2.3 The parties met and conferred regarding a potential motion to compel arbitration and agreed to dismiss the class claims pursuant to a Stipulated Order that was entered on August 15, 2024.

2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to SROC and MHCI and the LWDA by sending the PAGA Notice.

2.5 On December 3, 2024, the parties participated in an all-day mediation presided over by Jeff Winikow, which led to this agreement to settle the action after significant pre-mediation discussions and an informal exchange of data (including time and pay data for the Aggrieved Employees during the PAGA Period).

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, SROC promises to pay Two Hundred Five Thousand Dollars and Zero Cents (\$205,000.00) and no more as the Gross Settlement Amount. SROC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to SROC.

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 Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be \$71,750.00, and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. SROC will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will reallocate the balance to the Net Settlement Amount. However, if the Court awards a lesser amount, it shall not affect the Gross Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds SROC harmless, and indemnifies SROC, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$3,350.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves less than \$3,350.00, the Administrator will distribute the remainder in the Net Settlement Amount. If the Administration Expenses exceed the amount approved by the Court, SROC will have no obligation to pay any money in addition to the Gross Settlement Amount to account for the excess administration costs.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$113,900.00 to be paid from the Gross Settlement Amount, with 75% (\$85,425.00) allocated to the LWDA PAGA Payment and 25% (\$28,475.00) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$28,475.00) by the total number of PAGA Period pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the quotient by each Aggrieved Employee's PAGA Period pay periods worked. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.4 Payment to the Named Plaintiff. Representative Service Payment to Plaintiff of not more than \$1,000.00 (in addition to any Individual PAGA Payment). SROC will not oppose Plaintiff's request for a Representative Service Payment that does not exceed this amount. However, any portion of the requested enhancement award that is not approved by the Court shall become part of the Net Settlement Amount. The Administrator will pay the Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Representative Service Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, SROC estimates there are 231 Aggrieved Employees who worked a total of 7,794 PAGA Pay Periods from January 25, 2023, through December 3, 2024.

4.2 Aggrieved Employee Data. Within 30 days of the Approval Order, SROC will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. SROC has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which SROC must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. SROC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator in four (4) equal installment payments. SROC shall transmit the first installment payment to the Administrator no later than 10 days after the Effective Date. Each subsequent installment payment will be due at

thirty (30) day intervals from the first installment payment until the Settlement is fully funded.

4.4 Payments from the Gross Settlement Amount. Within 14 days after SROC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, the PAGA Counsel Fees Payment, and the Representative Service Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments. The Administrator may transmit payment for the PAGA Counsel Expenses Payment, PAGA Counsel Fees Payment, and the Administration Expenses Payment by wire or bank transfer at the option of the payments' recipients.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check must be cashed. The Administrator will cancel all checks not cashed by the void date. To the extent any settlement checks are not cashed within one hundred and eighty (180) days of issuance, such funds will be distributed to the California State Controller to be deposited in the Unclaimed Property Fund in the name of the Aggrieved Employee. 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 an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

4.4.4 The payment of Individual PAGA Payments shall not obligate SROC to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when SROC fully funds the entire Gross Settlement Amount, Plaintiff, all Aggrieved Employees, the State of California, the LWDA, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Upon approval of the settlement by the Court, all Aggrieved Employees (including Plaintiff), the state of California, and the LWDA shall release all claims pled or that could have been pled in the First Amended Complaint for Marin County Superior Court Case No. CV0001580 ("Complaint") pursuant to the Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code §§ 2698, et seq., deriving from and/or based on the facts alleged in the Complaint and Plaintiff's PAGA letter, arising out of or related to work performed for SROC and/or MHCI during the PAGA Period upon approval of the settlement, including claims for penalties, interest, attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability pursuant to the PAGA, including but not limited to any penalties based on alleged violations of the IWC Wage Orders or California Labor Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, and 2698, et seq. The settlement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against SROC for the released Labor Code and/or Wage Order violations suffered by any of the Aggrieved Employees (i.e., entry of Judgment shall have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA). The release shall include SROC, and its owners, agents, attorneys, insurers, past, present, and future divisions, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries.

5.1.1 Plaintiff's Waiver of Rights Under 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 Aggrieved Employees and the LWDA:

All Aggrieved Employees, the state of California, and the LWDA 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 for PAGA claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and the PAGA Notice, and alleged in the Action, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein. The settlement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against SROC

for the released Labor Code and/or Wage Order violations suffered by any of the Aggrieved Employees (i.e., entry of Judgment shall have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees and PAGA Counsel Expenses incurred in connection with the Complaint and the PAGA Period facts stated in the Complaint, the PAGA Notice, and alleged in the Action, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft of the stipulation and/or notice, and memorandum in support of the Motion for Approval; (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) 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 Aggrieved Employees and/or the Administrator; (v) a signed declaration from PAGA Counsel attesting to its competency to represent the Aggrieved Employees; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the Complaint filed in the Action (Lab. Code, §2699, subd. (1)(1)); and (vii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel 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 PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement so that it can be filed. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator. PAGA Counsel will provide Defense Counsel at least ten (10) business days to review and comment on the application or

motion for approval before filing. The Parties will work in good faith to resolve any disagreements regarding the application or motion for approval.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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 jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

8.1 Based on a review of its records for the period of January 25, 2023 through December 3, 2024, SROC estimates that, as of December 3, 2024, there are 231 Aggrieved Employees who worked 7,794 pay periods.

8.1.1: Escalator Clause: SROC has represented that there are approximately 7,794 pay periods from January 25, 2023, through December 3, 2024. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of pay periods during the PAGA Period increase beyond 10%, SROC shall have the option of (a) increasing the Gross Settlement Amount (i.e. \$205,000.00) by the percentage increase in

the number of PAGA Pay Periods above 10% (e.g. if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount apportioned to PAGA will increase by 1%), or (b) rolling back the PAGA Period to the date in which 7,794 pay periods is met.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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 pursuant to Code of Civil Procedure section 664.6.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel 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 another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability 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 SROC that any of the allegations in the Complaint, the Action, or the PAGA Notice have merit or that SROC has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that SROC's defenses in the Action have merit. SROC denies that it has engaged in any unlawful activity, that it failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action, and that, but for this Settlement, non-exempt employees should not be deemed Aggrieved Employees in this lawsuit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, SROC reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest SROC's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Preliminary Approval. Plaintiff and PAGA Counsel agree that, until the motion or application for 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 matter determined by a court to be "related" within the meaning of California Rule of Court 3.300 or similar federal or state law; (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. Plaintiff and PAGA Counsel agree to immediately notify SROC of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and PAGA Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the motion or application for Approval, any with 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. If PAGA Counsel describes or lists this Settlement on their website, other online media, or marketing materials, they may not mention SROC or MHCI by name. This paragraph does not restrict PAGA Counsel's communications with Aggrieved Employees in accordance with any ethical obligations owed to Aggrieved Employees by PAGA Counsel.

10.3 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.

10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and SROC, 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.

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

10.6 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, SROC, 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.

10.8 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.

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

10.10 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.

10.11 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.

10.12 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.

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

10.14 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.

10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement are 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.

10.16 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: Via counsel listed above.

To SROC: Via counsel listed above.

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

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

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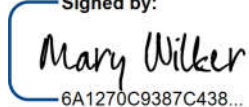
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10.19 Rights of Termination. Except as set forth above, if the Court or, in the event of an appeal, any appellate court refuses to approve, or modifies, any material aspect of this Agreement or the proposed Approval Order and Judgment, including but not limited to any judicial findings included therein, Plaintiff or SROC may terminate this Agreement and the Settlement as set forth below. The Parties acknowledge and agree that any modification to the terms of this Agreement relating to the scope of the release, or to SROC's financial obligations, shall be deemed a material modification constituting grounds for cancellation or termination of the Agreement and the Settlement. Within fifteen (15) days of the Settlement Administrator receiving notice from any Party of such termination, (i) the Settlement Administrator shall return the balance of the settlement fund, including any interest, to SROC, and (ii) the Settlement Administrator shall provide the Parties with a report of all Administration Costs incurred. The Party terminating the Agreement will be responsible for paying any Administration Costs. If the Parties mutually terminate the Agreement, Plaintiff and SROC each will be responsible for paying fifty percent (50%) of any Administration Costs.

Signed by:

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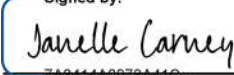
Plaintiff

For San Rafael Operating Company, LP

Its _____

Date: 4/1/2025

Date:

Signed by:

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Counsel for Plaintiff

For Mariner Health Central, Inc.

Its _____

Date: 4/1/2025

Date:

Counsel for Defendants

Date:

10.19 Rights of Termination. Except as set forth above, if the Court or, in the event of an appeal, any appellate court refuses to approve, or modifies, any material aspect of this Agreement or the proposed Approval Order and Judgment, including but not limited to any judicial findings included therein, Plaintiff or SROC may terminate this Agreement and the Settlement as set forth below. The Parties acknowledge and agree that any modification to the terms of this Agreement relating to the scope of the release, or to SROC's financial obligations, shall be deemed a material modification constituting grounds for cancellation or termination of the Agreement and the Settlement. Within fifteen (15) days of the Settlement Administrator receiving notice from any Party of such termination, (i) the Settlement Administrator shall return the balance of the settlement fund, including any interest, to SROC, and (ii) the Settlement Administrator shall provide the Parties with a report of all Administration Costs incurred. The Party terminating the Agreement will be responsible for paying any Administration Costs. If the Parties mutually terminate the Agreement, Plaintiff and SROC each will be responsible for paying fifty percent (50%) of any Administration Costs.

Linda W. Taetz

Linda W. Taetz (Apr 7, 2025 13:44 PDT)

Plaintiff

For San Rafael Operating Company, LP

Vice President
Its _____

Date: _____

Date: Apr 7, 2025

Counsel for Plaintiff

For Mariner Health Central, Inc.

Its _____

Date: _____

Date: _____

Counsel for Defendants

Date: _____

10.19 Rights of Termination. Except as set forth above, if the Court or, in the event of an appeal, any appellate court refuses to approve, or modifies, any material aspect of this Agreement or the proposed Approval Order and Judgment, including but not limited to any judicial findings included therein, Plaintiff or SROC may terminate this Agreement and the Settlement as set forth below. The Parties acknowledge and agree that any modification to the terms of this Agreement relating to the scope of the release, or to SROC's financial obligations, shall be deemed a material modification constituting grounds for cancellation or termination of the Agreement and the Settlement. Within fifteen (15) days of the Settlement Administrator receiving notice from any Party of such termination, (i) the Settlement Administrator shall return the balance of the settlement fund, including any interest, to SROC, and (ii) the Settlement Administrator shall provide the Parties with a report of all Administration Costs incurred. The Party terminating the Agreement will be responsible for paying any Administration Costs. If the Parties mutually terminate the Agreement, Plaintiff and SROC each will be responsible for paying fifty percent (50%) of any Administration Costs.

Plaintiff

For San Rafael Operating Company, LP

Its _____

Date: _____

Date: _____

Counsel for Plaintiff

Devin M Ehrlich
Devin M Ehrlich (Apr 7, 2025 17:32 EDT)

For Mariner Health Central, Inc.

Its Vice President _____

Date: _____

Date: Apr 7, 2025

Counsel for Defendants

Date: _____

10.19 Rights of Termination. Except as set forth above, if the Court or, in the event of an appeal, any appellate court refuses to approve, or modifies, any material aspect of this Agreement or the proposed Approval Order and Judgment, including but not limited to any judicial findings included therein, Plaintiff or SROC may terminate this Agreement and the Settlement as set forth below. The Parties acknowledge and agree that any modification to the terms of this Agreement relating to the scope of the release, or to SROC's financial obligations, shall be deemed a material modification constituting grounds for cancellation or termination of the Agreement and the Settlement. Within fifteen (15) days of the Settlement Administrator receiving notice from any Party of such termination, (i) the Settlement Administrator shall return the balance of the settlement fund, including any interest, to SROC, and (ii) the Settlement Administrator shall provide the Parties with a report of all Administration Costs incurred. The Party terminating the Agreement will be responsible for paying any Administration Costs. If the Parties mutually terminate the Agreement, Plaintiff and SROC each will be responsible for paying fifty percent (50%) of any Administration Costs.

Plaintiff

For San Rafael Operating Company, LP

Its _____

Date: _____

Date: _____

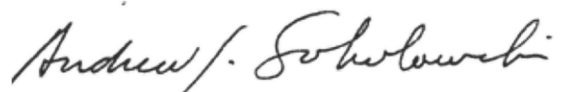
Counsel for Plaintiff

For Mariner Health Central, Inc.

Its _____

Date: _____

Date: _____



Counsel for Defendants

Date: _____

April 7, 2025

Exhibit 2

Janelle Carney - Attorney at Law, APC

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses							
Expenses							
Court Costs							
11/15/2023	Expense		LWDA	DLSE PAGA	Capitol One Credit card	75.00	75.00
11/17/2023	Expense		DLSE	DLSE PAGA SAN FRANCISCO CA	citibank	75.00	150.00
12/18/2023	Expense		Marin County Superior Court	MARIN SUPR COURT EDELIVER	Capitol One Credit card	4.95	154.95
12/18/2023	Expense		Marin County Superior Court	MARIN SUPR COURT EDELIVER	Capitol One Credit card	39.46	194.41
12/18/2023	Expense		Marin County Superior Court	MARIN SUPR COURT EDELIVER	Capitol One Credit card	1,435.00	1,629.41
02/03/2024	Expense		janney & janney	filing costs	Capitol One Credit card	133.90	1,763.31
03/21/2024	Expense		janney & janney	filing costs	Capitol One Credit card	103.00	1,866.31
04/17/2024	Expense		janney & janney	filing costs	Capitol One Credit card	10.30	1,876.61
08/17/2024	Expense		janney & janney	filing costs	Capitol One Credit card	35.23	1,911.84
01/29/2025	Expense		janney & janney	JANNEY AND JANNEY LEGAL S - 1186	Capitol One Credit card	16.22	1,928.06
02/12/2025	Expense		janney & janney	JANNEY AND JANNEY LEGAL S - 1186	Capitol One Credit card	16.22	1,944.28
Total for Court Costs						\$1,944.28	
expert witness							
12/11/2024	Check	1407	JT Calcs	CHECK 1407	Checking (9585)	575.00	575.00
Total for expert witness						\$575.00	
Mediation							
10/01/2024	Check	1383	winikow mediation	CHECK 1383	Checking (9585)	5,000.00	5,000.00
Total for Mediation						\$5,000.00	
Postage							
11/17/2023	Expense		USPS	LWDA cert mail	citibank	17.12	17.12
Total for Postage						\$17.12	
Total for Expenses						\$7,536.40	
Net Income						\$ -7,536.40	

Exhibit 3

Janelle Carney Attorney at Law, APC

14758 Pipeline Ave, Suite E
Chino Hills, CA 91709

Mary Wilker

Date: 4/10/2025

File Number: 62173/

Re: Wilker v. San Rafael Operating Company LP

Invoice Number: Draft

<u>Date</u>	<u>Initials</u>	<u>Description of Service</u>	<u>Hours</u>	<u>Amount</u>
11/15/2023	JC	LWDA ltr (.8) LR company and parent co and financials (.8)	1.60	1,280.00
11/30/2023	JC	Review ltr from in house counsel (.8)	0.80	640.00
12/09/2023	JC	Respond to defendant's in house counsel letter (.3) draft complaint (7.)	7.30	5,840.00
12/11/2023	JC	Finalize complaint and prep summons/civil case cover (1.)	1.00	800.00
01/13/2024	JC	Draft FAC (1.5)	1.50	1,200.00
02/13/2024	JC	Initial class discovery (2.)	2.00	1,600.00
02/14/2024	JC	Finalize disc and mail (.4)	0.40	320.00
02/26/2024	JC	Prep PMQ depo ntc (1.5)	1.50	1,200.00
03/01/2024	JC	Review Answer to FAC (.8) email corresp w/ OPC re service lists (.4)	1.20	1,020.00
04/10/2024	JC	Prep CMC statemtn (.8)	0.80	680.00
05/16/2024	JC	Draft stip re neutral ltr (1.)	1.00	850.00
06/07/2024	JC	Email communications w/ opc re setting time to talk (.8)	0.80	680.00
06/28/2024	JC	Email corresp re mediation and arbitration with defense (.8) status letter to client (.8)	1.60	1,360.00
07/03/2024	JC	Revise stip re netural re aggrieved ees (.8) draft neutral letter (.8)	1.60	1,360.00
07/12/2024	JC	Email corresp re disc (.4)	0.40	340.00
07/16/2024	JC	Review stip and make redline changes (.8) email opc (.4)	1.20	1,020.00
07/18/2024	JC	Email corresp w/ OPC and finalize stip (.4)	0.40	340.00
08/05/2024	JC	Draft mediation demand ltr (1.)	1.00	850.00
08/08/2024	JC	Stip to continue CMC (.8)	0.80	680.00
11/14/2024	JC	Review data and emails in prep for mediation (2.5)	2.50	2,125.00
11/15/2024	JC	Status letter to the client re mediation (.8)	0.80	680.00
11/24/2024	JC	Email client re current employment status (.4) draft mediation brief (5.)	5.40	4,590.00
12/02/2024	JC	Review emails and JT calcs and continue prep on Med (2.)	2.00	1,700.00
12/03/2024	JC	Attend mediation (6.5) review Mediator's proposal (.4) prep MOU (1.)	7.90	6,715.00
12/17/2024	JC	Review email re mediator proposal accepted (.4) call w/ FLC (.4)	0.80	680.00
12/20/2024	JC	Prepare initial draft of PAGA agreement and individual settlement (3.5.)	3.50	2,975.00
12/30/2024	JC	Review edits from FLC and send to OPC (.8)	0.80	680.00
01/24/2025	JC	Prep joint statement and follow up email re settlement agreements (.8)	0.80	680.00

02/10/2025	JC	Appear at CMC (.5)	0.50	425.00
02/11/2025	JC	Email to opc re redlines (.4)	0.40	340.00
02/25/2025	JC	Email corresp w/ opc and review redlines of the agreements and provide further redline (1.)	1.00	850.00
02/25/2025	JC	Draft MPAs for approval and JC decl for approval (5.9)	5.90	5,015.00
03/03/2025	JC	Follow up w/ OPC re settlement (.4)	0.40	340.00
03/20/2025	JC	Email corresp w/ OPC re settlement agreements (.4); Prep decl re Wilker re settlement approval (.8)	1.20	1,020.00
03/25/2025	JC	Email to opc re follow up re settlemetn (.4)	0.40	340.00
03/31/2025	JC	Email to opc (.4)	0.40	340.00
04/02/2025	JC	Prep stip to approve the settlement (.5)	0.50	425.00
04/10/2025	JC	Update decl of Wilker, prep Kullar and finalize decl and MPAs. Prep Ntc and Proposed order (6.5)	6.50	5,525.00
Total Fees			68.60	\$57,505.00

Time Summary

<u>Initials</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
JC	838.27	68.60	57,505.00

TOTAL NEW CHARGES**\$57,505.00**

PER: _____

Janelle Carney

Exhibit 4

Case Name: Wilker v. San Rafael Operating Company

Tuesday, December 3, 2024

Requesting Attorneys Name:	Jerin Wilkinson
E-Mail:	Jerin@JanelleCarneyLaw.com
ILYM Contact:	Lisa Mullins
E-Mail:	Lisa@ilymgroup.com
Contact Number:	714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	213
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary Estimate: ILYM Group Fees & Expenses

Case Startup:	\$552.32
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,577.68
Case Conclusion:	\$220.00

Estimated ILYM Fees & Expenses: \$3,350.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Wilker v. San Rafael Operating Company

Tuesday, December 3, 2024

Requesting Attorneys Name: Jerin Wilkinson

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
NCOA	Flat Rate	\$75.00	1	\$75.00
Toll-Free Call Center	Flat Rate	\$87.32	1	\$87.32

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$552.32

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	213	\$319.50
USPS First Class 1oz Postage	Per Piece	\$0.60	213	\$127.80
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	28	\$55.38
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,577.68

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$3,350.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit 5

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- TCPA
- Antitrust
- Securities

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

John Lofton, et al. v. Collecto, Inc.

- TCPA Case with a class size of 207,036.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID’s. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

Exhibit 6

Jerin Wilkinson

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Friday, April 11, 2025 3:01 PM
To: Jerin Wilkinson
Subject: Thank you for your Proposed Settlement Submission

04/11/2025 01:01:04 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: http://labor.ca.gov/Private_Attorneys_General_Act.htm