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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHANEL VICK an individual, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

MONTCLAIR MANOR CARE CENTER,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVSB2329280

CLASS ACTION

Assigned for All Purposes To:
Hon. Kory Mathewson

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT
UNDER CALIFORNIA LABOR CODE §§
2698 et. seq.**

[filed concurrently with Plaintiff's Notice of
Motion and Motion; and [Proposed] Order]

Hearing Date: April 28, 2025
Time: 9:00 a.m.
Dept: R12

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1 Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code Section 510; (3) Meal
2 Period Liability under Labor Code Section 226.7; (4) Rest Break Liability under Labor Code
3 Section 226.7; (5) Violation of Labor Code Section 226; (6) Violation of Labor Code Section 221;
4 (7) Violation of Labor Code Section 204; (8) Violation of Labor Code Section 203; (9) Failure to
5 Maintain Records Required under Labor Code Sections 1174 and 1174.5; (10) Failure to Reimburse
6 Necessary Business Expenses under Labor Code Section 2802; (“Operative Complaint”). On April
7 2, 2025, Plaintiff filed a request for dismissal of the Class Action claims without prejudice.

8 7. On October 17, 2024, the Parties attended an all-day mediation with experienced
9 mediator Lisa Klerman, Esq. and subsequently settled the Action. (*Id.* at ¶ 7.) The Settlement
10 Agreement reached between the parties does not constitute, is not intended to constitute, and will
11 not be deemed to constitute, an admission of liability by Defendant as to the merits, validity, or
12 accuracy of any of the allegations or claims made against Defendant in the Action. (*See* Exhibit 1,
13 ¶ 10.1.) Defendant denies all liability in the Action.

14 8. Prior to mediation, Plaintiff conducted extensive informal discovery and Defendant
15 provided data, numbers, and documents, including electronic payroll and timekeeping data for all
16 alleged Aggrieved Employees, information and documentation regarding Defendant’s wage and
17 hour policies, expense report data and information, and meal period information. The information
18 and data exchanged by Plaintiff and Defendant prior to and during mediation and settlement
19 negotiations were sufficient to reliably assess the merits of the parties’ respective positions, to
20 compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil
21 penalties among the Aggrieved Employees that took into consideration the strength of the PAGA
22 claims.

23 **SETTLEMENT NEGOTIATIONS AND TERMS**

24 9. As mentioned above, on October 17, 2024, the parties attended an all-day mediation with
25 highly respected wage and hour mediator Lisa Klerman, Esq., and agreed to a global settlement of
26 the Action. The general terms for settling this Action were first memorialized in a Memorandum
27 of Understanding, fully executed on January 16, 2025, and thereafter in the long-form Settlement
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1 Agreement now before the Court for approval, which was fully executed on April 2, 2025. The
2 PAGA Settlement Agreement is attached hereto as **Exhibit 1**.

3 10. The parties believe and agree that the Settlement provides for a fair, adequate, and
4 reasonable resolution of the Action and have arrived at the Settlement in extensive, arm's length
5 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that
6 the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an
7 independent review of the Settlement by the Court in the approval process will confirm this
8 conclusion.

9 11. For purposes of the Settlement, Aggrieved Employees or PAGA Members are defined
10 as: all current and former hourly-paid, employees employed by Montclair Manor Care Center, LLC
11 throughout California any time during the PAGA Period, which is November 8, 2022, through
12 October 17, 2024. Based on its records, Defendant estimates that there are approximately 123
13 Aggrieved Employees who collectively worked 3,010 pay periods during the PAGA Period
14 ("PAGA Pay Periods"). Based on this information, and using a straight average, Plaintiff estimates
15 that each Aggrieved Employee will receive a payment of approximately \$160.55 (\$19,747.77
16 divided by 123 Aggrieved Employees).

17 12. The Settlement Agreement requires Defendant to pay the total sum of \$155,000.00 (the
18 "Gross Settlement Amount" or "GSA"). The Gross Settlement Amount will be allocated as follows,
19 pending Court approval:

- 20 a) Attorneys' fees in the amount of 35% of the GSA or \$54,250.00 ("PAGA
21 Counsel Fees Payment") and litigation costs in the amount of \$18,463.94
22 ("PAGA Counsel Litigation Expenses Payment");
- 23 b) Administration costs of no more than \$3,295.00 to be paid to the Settlement
24 Administrator ("Administration Expenses Payment"), Phoenix, for sending
25 notices and for calculating settlement shares and preparing all checks and
26 mailings; and
- 27 c) The remainder of the Gross Settlement Amount (the "Net Settlement Amount")
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1 after deducting the above costs is approximately \$78,991.06 and shall be
2 designated as PAGA Penalties to be allocated between the LWDA and the
3 Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
4 (\$59,243.30) being paid to the LWDA (the “LWDA PAGA Payment”) and 25%
5 (\$19,747.76) being paid to the Allegedly Aggrieved Employees on a pro-rata
6 basis (“Individual PAGA Payment”). The Aggrieved Employees will receive an
7 average of approximately \$160.55 per person (\$19,747.76 divided by 123
8 Aggrieved Employees, which is the approximate number of Aggrieved
9 Employees based on the data given at the time of mediation) as their share of the
10 Individual PAGA Payment.

11 13. The Parties agreed to use Phoenix Settlement Administrators (“Phoenix”) as the third-
12 party settlement administrator in this case. Phoenix will be responsible for updating the addresses
13 for the Aggrieved Employees, mailing the Notice of Settlement (which is attached as Exhibit A to
14 the Settlement Agreement) and calculating and distributing the settlement checks, among other
15 duties. Phoenix capped its fees at \$3,295.00 for administering the Settlement, and based on PAGA
16 Counsel’s experience in other class and PAGA settlements, Phoenix’s costs for administering this
17 Settlement are fair and reasonable. A detailed summary of the services, qualifications, and
18 experience of the Administrator, including a discussion of its procedures regarding safeguarding
19 employee data and settlement funds, is contained in the Declaration of Jodey Lawrence, Phoenix’s
20 President of Business Development, attached hereto as **Exhibit 4**.

21 14. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the
22 risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience,
23 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable
24 taking into consideration the amounts received in other PAGA actions, the risks inherent in
25 litigation of this genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the
26 settlement award he or she will receive. Further, and based on the settlement negotiations, which
27 were extensive and conducted in good faith and at arm’s length between attorneys with substantial
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1 experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive
2 settlement process in which the parties were forced to make significant compromises in the interest
3 of reaching a full and complete settlement of the lawsuit.

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5 **THE STRENGTH OF PLAINTIFF’S CASE**
6 **IN LIGHT OF THE SETTLEMENT AMOUNT**

7 15. Plaintiff alleges that Defendant violated various provisions of California law and seeks
8 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
9 § 2699, specifically, Plaintiff alleged that Defendant:

- 10 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-
11 clock” work, including the Aggrieved Employees having to go through a series of work-
12 related procedures that did not allow them to record their shift start time immediately
13 upon commencing work or when they were otherwise under Defendant’s control.
14 Defendant also required the Aggrieved Employees to shorten or work through their meal
15 periods in order to fulfill job duties, attend in-service meetings prior to the start of their
16 scheduled shifts, and perform work related communications and other work
17 requirements after their shift times ended.
- 18 • Failed to provide the Aggrieved Employees with compliant meal periods because they
19 regularly had to delay or work through their meal periods due to Defendant’s
20 requirement of prioritizing patient care and management expectations.
- 21 • Failed to include all forms of remuneration beyond hourly wages in the regular rate of
22 pay.
- 23 • Failed to provide the Aggrieved Employees with compliant rest periods as they required
24 Aggrieved Employees to respond to work demands during breaks and therefore
25 frequently received interrupted, shortened, or no rest periods.
- 26 • Failed to provide the Aggrieved Employees with suitable seating.
- 27 • Failed to provide accurate wage statements, including the failure to include all hours
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1 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
2 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
3 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
4 \$100 per violation applies in the absence of a determination that a violation actually occurred.

5 18. Plaintiff estimated that the maximum potential exposure on the PAGA claim is
6 \$301,000.00, calculated by multiplying the total number of PAGA Pay Periods (3,010) by \$100 per
7 violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on
8 one PAGA penalty per Pay Period (i.e., Plaintiff did not stack the PAGA penalties in her damages
9 calculation).

10 19. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
11 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
12 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
13 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
14 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
15 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
16 ("There is no authority that "would permit double recovery of essentially the same penalties.")

17 20. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
18 "a court may award a lesser amount than the maximum civil penalty amount specified by this part
19 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
20 award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012)
21 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision)
22 (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)
23 (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting
24 minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No.
25 BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012),
26 LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien,*
27 *Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to
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1 \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$155,000.00 Gross
2 Settlement Amount in this case, Plaintiff considered various reasons why the Court may reduce any
3 eventual recovery at its discretion, and considered that PAGA penalties are not mandatory but
4 permissive.

5 21. The Gross Settlement Amount of \$155,000.00 is approximately 51.50% of the maximum
6 potential exposure of \$301,000.00. The Gross Settlement Amount therefore represents a strong
7 value at approximately \$51.50 per Pay Period. From PAGA Counsel's review of the facts,
8 strengths, and weaknesses of the case, the risks and delays posed by further litigation, PAGA
9 Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable.

10 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

11 22. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of
12 attorneys' fees in the amount of **\$54,250.00** and an award of litigation costs to PAGA Counsel of
13 **\$18,463.94**. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 5**.

14 23. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
15 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
16 the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all
17 uncompensated work that they have already done and for all the work they will continue to do in
18 carrying out and overseeing the notification to the Aggrieved Employees, communicating with
19 Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement
20 if it is approved.

21 24. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
22 and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA
23 Counsel have yet to receive any compensation for the amount of time and money invested in the
24 case to date.

25 25. Contingent-fee cases present the very real risk of working hundreds if not thousands of
26 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
27 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the
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1 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
2 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
3 than a potential that never materializes. First, you must win the case to get a court-awarded fee;
4 even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there
5 are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers
6 that the client may accept without ensuring that we receive a reasonable fee or changes in the law
7 that substantially affect the merits of the case, or other uncertainties involving the client. Finally,
8 there is the great risk inherent in advancing tens of thousands of dollars in out-of-pocket expenses,
9 which can only be recovered if the outcome of the case is substantially successful.

10 26. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
11 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
12 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
13 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
14 certain scenarios that exceeds one-third of the recovery. PAGA Counsel's recent attorneys' fees
15 awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

16 27. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or
17 greater than forty percent of the gross settlement amount. See *Crandall v. U-Haul* (Los Angeles
18 County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney
19 fee request in an overtime-exemption class action; in *Bushnell v. Cremer, Inc.* (Orange County
20 Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the
21 amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Super. Ct., November
22 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda
23 County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v.*
24 *Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon
25 awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class
26 certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM
27 (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the
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1 Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour
2 class actions that had not proceeded to the class-certification stage.

3 28. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the
4 initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and
5 pay records, employment handbooks, Plaintiff's personnel file, relevant policies and other
6 documentation, researched the applicable law and potential defenses, constructed damage models
7 based on interpretations of California law, appeared for the initial case management conference and
8 conferred with defense counsel, drafted reports and other pleadings for the Court attendant to the
9 case, engaged in meet and confer efforts with Defendant, prepared for and participated in
10 mediation, reviewed information provided by Defendant at the mediation, drafted and revised the
11 settlement agreement and notice, and drafted this Motion. I have reviewed the records of time
12 PAGA Counsel expended in this matter and conservatively estimate that PAGA Counsel has
13 invested at least 123.28 hours of attorney time in this matter.

14 29. I provide a detailed summary of my background and experience below. In light of my
15 background and experience, my current billing rate is \$750.00 (17 years out of law school, Laffey
16 Matrix rate of \$948.00). I estimate that I have spent at least 10.2 hours on this matter to date.

17 30. Attorney Alvin Lindsay spent approximately 24 hours on this matter and his current
18 billing rate is \$900.00 (22 years out of law school, Laffey Matrix rate of \$948.00). Attorney Rose
19 Sorial spent approximately 11.68 hours on this matter and her current billing rate is \$650.00 (15
20 years out of law school, Laffey Matrix rate of \$948.00). Attorney Tania Fonseca spent
21 approximately 47.6 hours on this matter and her current billing rate is \$695.00 (10 years out of
22 law school Laffey Matrix rate of \$839.00). Attorney Antonia McKee spent approximately 29.8
23 hours on this matter and her current billing rate is \$400.00 (3 years out of law school, Laffey
24 Matrix rate of \$473.00). The total lodestar for PAGA Counsel is \$81,844.00 (\$7,650.00 for my
25 time on the case, \$21,600.00 for Attorney Alvin Lindsay's time on the case, \$7,592.00 for
26 Attorney Rose Sorial's time on the case, \$33,082.00 for Attorney Tania Fonseca's time on the
27 case, and \$11,920.00 for Attorney Antonia McKee's time on the case). Thus, the fee request of
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1 \$54,250.00 is significantly less than the amount warranted by the lodestar analysis.

2 31. In light of the foregoing, the fee request in an amount equal to thirty-five percent of the
3 settlement in this case is well within the bounds that have been established by the above-cited
4 authority.

5 **EXPERIENCE AND VIEWS OF COUNSEL**

6 32. D.Law prosecutes wage and hour cases, including class actions and PAGA actions on
7 behalf of employees and others who have had their rights violated. D.Law, either on its own or with
8 co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and
9 employment class action and PAGA action cases pending in both state and federal court.

10 33. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
11 counsel and represent Plaintiff and the Allegedly Aggrieved Employees in this action. Our practice
12 is exclusively focused on employment matters and representing plaintiffs in wage and hour actions
13 with the same or similar causes of actions brought forth in the matter pending before this Court.

14 34. D.Law has litigated and successfully resolved many wage and hour class action cases
15 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
16 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
17 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
18 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
19 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
20 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
21 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
22 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
23 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
24 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
25 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
26 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
27 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
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1 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real
2 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
3 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
4 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
5 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
6 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
7 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
8 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau
9 v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
10 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
11 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
12 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
13 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
14 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
15 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
16 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
17 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
18 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
19 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
20 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
21 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
22 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
23 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating
24 LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville
25 East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v.
26 Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo
27 Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
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1 Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v.
2 Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063),
3 Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino,
4 CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San
5 Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento,
6 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
7 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

8 35. I and the other attorneys at D.Law who are available to assist us in this case if needed
9 are fully capable of adequately and fairly representing the proposed Aggrieved Employees in this
10 matter.

11 36. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement
12 department. I was admitted to the California Bar in December 2008. I received my J.D. from
13 Pepperdine University School of Law and B.S. from University of Southern California. Since
14 graduating from law school, I have dedicated virtually my entire career on the practice of
15 employment law. I have practiced employment law from the plaintiff's side, defense side, and from
16 an in-house position. I have significant experience specifically working on wage and hour class
17 actions from the plaintiff's side as well as the defense side, with the majority of my experience
18 coming from the plaintiff's side.

19 37. Attorney Alvin Lindsay graduated from the United States Military Academy at West
20 Point and then served as an Army Officer for 10 years in the Corps of Engineers. He then earned
21 his Juris Doctorate from Whittier Law School and has been practicing in California for over twenty
22 years. Since 2010, he has exclusively focused his practice on representing employees including in
23 wage-and-hour class actions. During his career, he has represented employees in many wage-and-
24 hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern,
25 and Northern Districts of California), and has been successful in getting many contested class action
26 cases certified and has secured class and PAGA settlements for many millions of dollars against a
27 range of defendants, including Fortune 500 companies. He is experienced and qualified to evaluate
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1 the class and representative claims, to evaluate settlement versus trial on a fully informed basis,
2 and to evaluate the viability of the defenses.

3 38. Attorney Rose Sorial earned her bachelor's degree from Loyola Marymount University
4 and her Juris Doctorate in 2006 from Trinity Law School. She has devoted the majority of her legal
5 career to the practice of employment law and has been appointed as class counsel for many class
6 and representative action settlements involving the gamut of wage-and-hour claims, including
7 claims for failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements,
8 and failure to pay timely wages - similar to claims at issue in the present matter.

9 39. Attorney Tania Fonesca received her bachelor's degree from University of California,
10 San Diego in 2011, and her Juris Doctor degree from California Western School of Law in 2015.
11 Her entire professional career has focused on plaintiff's side employment law, and she has been
12 previously appointed as class and PAGA counsel for many other wage and hour settlements in both
13 California state and federal court.

14 40. Attorney Antonia McKee graduated from University of California, Davis, in 2014, and
15 from Southwestern Law School's SCALE Accelerated Two-year Program in 2021. Since
16 graduating law school, she has almost exclusively practiced in the area of employment law,
17 representing clients in complex class actions and representative actions in wage and hour claims.
18 She has also previously been appointed as class and PAGA counsel for other contested proceedings.

19 41. The collective experience of the D.Law attorneys in litigating employment wage and
20 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
21 of a case, and generally negotiating fair and reasonable class and representative action settlements.
22 This experience is helpful in assessing the reasonableness of settlements such as the one at issue
23 here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been
24 settled on better terms than provided under the present settlement agreement given the financial
25 limitations of Defendants.

26 42. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
27 and are adequate to represent the proposed Aggrieved Employees in the instant action.
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1 **PLAINTIFF’S SERVICE AS PAGA REPRESENTATIVE**

2 43. Plaintiff served the interests of the PAGA Members well by performing considerable
3 services on behalf of those similarly aggrieved, since she first searched for an attorney, collected
4 and gathered the requested documents and information, met with her attorneys, made herself
5 available every time PAGA Counsel called about Defendant’s policies and procedures produced in
6 informal discovery or discussed during conversations with opposing counsel or raised in pleadings
7 filed in this matter. Plaintiff continued to be engaged in settlement negotiations that were ultimately
8 required to reach a settlement in this case. Further, Plaintiff does not have any interests that are
9 adverse to those of the Aggrieved Employees.

10 **SUMMARY**

11 44. The Settlement was reached as a result of arm’s-length negotiations and have been, at all
12 times, adversarial and non-collusive in nature. The Parties recognize the expense and length of
13 continued proceedings necessary to litigate their disputes through trial and through any possible
14 appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further
15 litigation, and the difficulties and delays inherent in such litigation. Plaintiff and PAGA Counsel
16 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
17 Action, both generally and in response to Defendant’s compelling defenses thereto, and the
18 difficulties in establishing damages for the Aggrieved Employees. Based on the foregoing, Plaintiff
19 and PAGA Counsel have determined that the Settlement set forth in this Agreement is a fair,
20 adequate and reasonable settlement, and is in the best interests of the Aggrieved Employees.

21 45. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1.**

22 46. A true and correct copy of Plaintiff’s PAGA letter submitted to the LWDA on November
23 8, 2023 is attached hereto as **Exhibit 2.**

24 47. On April 4, 2025, my office submitted the Settlement and this Motion to the LWDA by
25 uploading it to the LWDA’s website concurrently with the filing of this Motion. A copy of the
26 confirmatory email my office received from the LWDA after submission is attached hereto as
27 **Exhibit 3.**

48. A true and correct copy of the Declaration of Jodey Lawrence (Phoenix President of Business Development) is attached hereto as **Exhibit 4**.

49. A true and correct copy of D.Law's costs as of this date is attached hereto as **Exhibit 5.**

50. I am not aware of any class or other representative action in any other court that asserts claims similar to those alleged in the action being settled.

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

Executed this 4th day of April 2025, at Glendale, California.


Enoch J. Kim

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (the “Agreement”) is made by and between Plaintiff Chanel Vick (“Plaintiff”) and Defendant Montclair Manor Care Center, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as a “Party.”

1. DEFINITIONS.

1.1 “Action” means Plaintiff’s lawsuit against Defendant captioned *Chanel Vick v. Montclair Manor Care Center, LLC*, Case No. CIVSB2329280 filed on November 8, 2023, and pending in the Superior Court of the State of California, County of San Bernardino.

1.2 “Administrator” means Phoenix Settlement Administrators or “Phoenix” the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Costs 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 of Three Thousand Two Hundred Ninety-Five Dollars and Zero Cents (\$3,295.00) submitted to the Court in connection with approval of this Settlement.

1.4 “Aggrieved Employee” means all current and former hourly-paid, employees employed by Montclair Manor Care Center, LLC throughout California any time during the PAGA Period.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, 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 Employee 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 “Approval Order” means the Court Order Granting Approval of PAGA Settlement.

1.8 “Complaint” shall refer to the original complaint that Plaintiff filed in the Action on November 8, 2023.

1.9 “Court” means the Superior Court of California, County of San Bernardino.

1.10 “Defense Counsel” means Attorneys Linh T. Hua and Ashley N. Batiste of Gordon Rees Scully Mansukhani, LLP.

1.11 “Effective Date” means the date by when all of the following have occurred: (a) the Court grants approval of the Settlement and signs an Approval Order; (b) the Class Action is dismissed as discussed in Paragraph 9, below; and (c) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) the day the Court entered Judgment assuming no appeal is filed; or (b) if a timely appeal is filed, the date of the resolution or withdrawal of the last such appeal in a way that does not alter the terms of the Settlement.

1.12 “Gross Settlement Amount” or “GSA” means One Hundred Fifty-Five Thousand Dollars and Zero Cents (\$155,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Costs Payment, and the Administration Costs Payment.

1.13 “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, which shall be calculated based on the number of Pay Periods an Aggrieved Employee worked during the PAGA Period.

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

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

1.16 “LWDA Letter” means Plaintiff’s November 8, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

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

1.18 “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA

Counsel Fees Payment, PAGA Counsel Costs Payment and the Administration Costs Payment. The NSA is to be paid to Aggrieved Employees as follows: 25% of the NSA shall be paid to Aggrieved Employees as Individual PAGA Payments and 75% of the NSA shall be paid to the LWDA as the LWDA PAGA Payment.

1.19 “PAGA Counsel” means Attorneys Emil Davtyan, David Yeremian, Alvin Lindsay, Rose Sorial, and Enoch Kim of D.Law, Inc., the attorneys representing Plaintiff in the Action.

1.20 “PAGA Counsel Fees Payment” and “PAGA Counsel Costs Payment” mean the amounts allocated to PAGA Counsel for their actual reasonable attorneys’ fees and for the reimbursement of their reasonable expenses and costs incurred to prosecute the Action.

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

1.22 “PAGA Period” means the period from November 8, 2022, through October 17, 2024.

1.23 “PAGA” means the California Labor Code Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from, and shall equal, the Net Settlement Amount. The PAGA Penalties are allocated 25% to the Aggrieved Employees (approximately \$18,113.75) as to their Individual PAGA Payments and the 75% to LWDA (approximately \$54,341.25.00) as the LWDA PAGA Payment in settlement of all PAGA claims.

1.25 “Plaintiff” means Chanel Vick, the named Plaintiff in the Action.

1.26 “Released PAGA Claims” means any and all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in the LWDA Letter or the First Amended Complaint in the Action, including failure to pay minimum wages, failure to pay wages and overtime in violation of Labor Code § 510, failure to provide compliant meal and rest periods in violation of Labor Code § 226.7, failure to provide complete and accurate wage statements in violation of Labor Code § 226, failure to take back any wages already paid in violation of Labor Code § 221, failure to pay wages semi-monthly in violation of Labor Code § 204, failure to pay all wages owed at discharge or resignation in violation of Labor Code § 203, failure to keep complete and accurate payroll records in

violation of §§ 1174, 1174.5, failure to reimburse necessary business-related expenses in violation of Labor Code § 2802.

1.27 “Released Parties” means Defendant and each of its divisions, subsidiaries, parents, or other related entities, past and present, and each of them, as well as each of their directors, officers, employees, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, insurers, and employees, past and present, and each of them and their marital community.

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

2. RECITALS.

2.1 Pursuant to Labor Code Section 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the LWDA Letter. Specifically, on November 8, 2023, Plaintiff filed the LWDA Letter with the LWDA on behalf of herself and all Aggrieved Employees, alleging that Defendant committed various wage and hour violations under the California Labor Code and were entitled to civil penalties under PAGA.

2.2 On November 8, 2023, Plaintiff commenced the Action by filing the Complaint against Defendant, alleging claims for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime under Labor Code Section 510; (3) Meal Period Liability under Labor Code Section 226.7; (4) Rest Break Liability under Labor Code Section 226.7; (5) Violation of Labor Code Section 226; (6) Violation of Labor Code Section 221; (7) Violation of Labor Code Section 204; (8) Violation of Labor Code Section 203; (9) Failure to Maintain Records Required under Labor Code Sections 1174 and 1174.5; (10) Failure to Reimburse Necessary Business Expenses under Labor Code Section 2802; and (11) Violation of Business and Professions Code Section 17200 *et seq.* On January 12, 2024, Plaintiff filed her First Amended Complaint adding a cause of action for civil penalties under PAGA, Labor Code Section 2698.

2.3 Prior to mediation, Plaintiff obtained, through informal discovery, among other things, electronic payroll and timekeeping data for all alleged Aggrieved Employees, Defendant’s printed policies, and other information regarding Defendant’s wage and hour policies, including rest and meal break policies.

2.4 On October 17, 2024, the Parties attended mediation with experienced mediator Lisa Klerman, Esq., which ultimately led to a global settlement of this

Action. The Parties executed a Memorandum of Understanding dated January 16, 2025, memorializing the basic terms of this agreement.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred Fifty-Five Thousand Dollars and Zero Cents (\$155,000.00) and no more as the Gross Settlement Amount. 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 Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the GSA, which is currently estimated to be Fifty-Four Thousand Two Hundred Fifty Dollars and Zero Cents (\$54,250.00) and PAGA Counsel Costs Payment of not more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts and/or percentage of the Gross Settlement Amount. Plaintiff will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Costs Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Costs Payment less than the amounts requested, the unincurred balance shall be included in the Net Settlement Amount. Defendant shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Costs Payment. The Administrator will report the PAGA Counsel Fees Payment and PAGA Counsel Costs 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 Costs Payment and indemnifies Defendant from any dispute or controversy regarding any division or sharing of the PAGA Counsel Fees Payment and the PAGA Counsel Costs Payment.

3.2.2 To the Administrator: An Administrator Costs Payment not to exceed Three Thousand Two Hundred Ninety-Five Dollars and Zero Cents (\$3,295.00), except for a showing of good cause and as approved by the Court. To the extent the administration costs are less or the Court approves payment less than Three Thousand Two Hundred Ninety-Five Dollars and Zero Cents (\$3,295.00), the balance shall be included in the Net Settlement Amount.

3.3 Payment from Net Settlement Amount/PAGA Penalties: After the payments from the Gross Settlement Amount are made as described in Paragraph 3.2 above, the remaining amount is the Net Settlement Amount, all of which shall be paid as PAGA Penalties by the Administrator to the LWDA and Aggrieved Employees in the amounts specified by the Court in the Approval Order:

3.3.1 To the LWDA and Aggrieved Employees: Of the Net Settlement Amount, 75% shall be allocated to the LWDA PAGA Payment and 25% shall be 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 in the aggregate by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying that result by each Aggrieved Employee's individual PAGA Pay Periods to get the amount of each Individual PAGA Payment.

3.2.3.2. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.3. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Data. Within thirty (30) days of the Court filing the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet, containing the following information for each Aggrieved Employee: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; and (6) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement. This is a material

term of the Settlement, and if Defendant fails to comply, Plaintiff shall have the right to void the Settlement if the non-compliance is not cured within seven (7) days. 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. The Parties and their counsel will expeditiously use good-faith efforts to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2 Funding of Gross Settlement Amount. Except as otherwise noted in Paragraphs 8 and 10.1, Defendant shall fund the Gross Settlement Amount in six (6) equal installments on a monthly basis, starting thirty (30) days following entry of the Approval Order, into an interest-bearing escrow account held by the Settlement Administrator selected by Plaintiff, and continuing every thirty (30) days thereafter until the Gross Settlement is fully paid to the Settlement Administrator. Any amounts exceeding \$155,000.00 in the escrow account shall be returned to Defendant.

4.3 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the PAGA Counsel Fees Payment and the PAGA Counsel Costs Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Costs Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1 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 will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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 if requested by the Aggrieved Employee prior to the void date.

- 4.3.3 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.
- 4.3.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those expressly specified in this Agreement.
- 4.3.5 Whereas the Parties agree that there is no statutory obligation to provide notice of the Settlement to Aggrieved Employees, at the same time that the Administrator distributes the Individual PAGA Payments to the Aggrieved Employees, every Aggrieved Employee will be provided with the letter attached hereto as Exhibit A in the form evidenced by Exhibit A, which shall be addressed to the Aggrieved Employee and reference the Aggrieved Employee's Individual PAGA Payment.

- 5. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiff, the LWDA, and the Aggrieved Employees shall be deemed to have released claims against all Released Parties as follows:

- 5.1 **Release by Plaintiff, Aggrieved Employees and the LWDA:**

Plaintiff, Aggrieved Employees, and the LWDA shall fully and finally release and discharge Released Parties from the Released PAGA Claims that have arisen during the PAGA Period.

Plaintiff and all Aggrieved Employees may not opt out of the Release in this paragraph.

- 6. **MOTION FOR APPROVAL OF SETTLEMENT.**

6.1 Within thirty (30) days of all Parties executing this Agreement, Plaintiff shall file a Motion for Approval of the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff, by and through her counsel, is responsible for expeditiously drafting, finalizing and filing the Motion for Approval and obtaining a prompt hearing date for the Motion and appearing in Court to advocate in favor of the motion. Plaintiff is also responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Court does not grant the Motion for 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 or videoconference, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns, provided that Defendant shall not be required to contribute any additional funds to the Gross Settlement Amount.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator. PAGA Counsel has verified that, as a condition of appointment, Phoenix 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 Costs. 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 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 designated tasks contained in this Agreement or otherwise required by law.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant represents that there are no more than 3,010 PAGA Pay Periods in the PAGA Period. If the total number of PAGA Pay Periods in the PAGA Period increases by more than 10% (i.e., an increase of 301 or more), then Defendant will increase the GSA in proportion to the number of

PAGA Pay Periods in excess of 10% (3,311 pay periods). For example, if the number of PAGA Pay Periods increases by 15% over 3,010 PAGA Pay Periods, then the GSA will increase by 5%. If this provision is triggered and the GSA is increased, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of the PAGA Counsel Fees Payment remains 35% of the GSA after the upward adjustment required by this provision is implemented, subject to court approval.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after final approval or entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law pursuant to California Code of Civil Procedure Section 664.6. If any Party brings an action to enforce this Agreement, the prevailing party shall be entitled to its/her reasonable attorneys' fees and costs.

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 Costs 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 individual or entity who is not a Party to this Agreement 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.

9.2 **Attorneys' Fees and Costs Appeal.** The specific amount of the attorneys' fees and costs awards discussed herein shall be subject to Court approval, and the award of any amounts less than that requested by PAGA Counsel will not be grounds for Plaintiff or PAGA Counsel to terminate the Settlement, but may be subject to appeal, however Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis. Any amount not awarded in attorneys' fees and costs shall be added to the Net Settlement Amount for distribution to the Aggrieved Employees.

10. **ADDITIONAL PROVISIONS.**

10.1 **No Admission of Liability.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any allegation in the LWDA Letter, Complaint and/or Action has merit or that Defendant has any

liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. Defendant denies all liability in the Action. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits, if any, 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, as well as the prior Memorandum of Agreement executed by the Parties, except for the Individual Settlement Agreement signed by the Parties, which still remains in full force and effect.

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

10.4 Cooperation. The Parties will cooperate with each other and use their good-faith efforts to implement the Settlement by, among other things, modifying the 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 Lisa Klerman, Esq. and/or the Court for resolution.

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel is 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 C.F.R. Part 10, as amended) or otherwise.

10.7 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.

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

10.9 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.

10.10 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.

10.11 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.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

10.13 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.

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

10.15 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:

D.LAW, INC.

Emil Davtyan

emil@d.law

David Yeremian

d.yeremian@d.law

Alvin Lindsay

a.lindsay@d.law

Rose Sorial

r.sorial@d.law

Enoch Kim

e.kim@d.law

Antonia McKee

a.bliznets@d.law

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

To Defendant:

GORDON REES SCULLY

MANSUKHANI, LLP

Linh T. Hua, Esq.

lhua@grsm.com

Ashley N. Batiste, Esq.

abatiste@grsm.com

633 West Fifth Street, 52nd Floor

Los Angeles, CA 90071

(213) 576-5000/FAX (213) 680-4470

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign or AdobeSign), 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.

10.17 Stay of Litigation. The Parties agree that, upon the execution of this Agreement, the litigation shall continue to be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement and, pursuant to CCP Section 583.330, the date to bring a case to trial under CCP Section 583.310 shall be extended for the entire period of this settlement process.

Dated: _____

APPROVED:

EXECUTED this _____ day of March 2025, at Oakland, California.

PLAINTIFF

Chanel Vick

EXECUTED this 2nd day of ~~March~~^{April} 2025, at Los Angeles, California

DEFENDANT MONTCLAIR MANOR CARE CENTER, LLC

By: _____

Name: Sam Lin

Its: Acting Manager

APPROVED AS TO FORM:

D.LAW, INC.

By: _____

Emil Davtyan
David Yeremian
Alvin Lindsay
Enoch J. Kim
Rose Sorial
Attorneys for Plaintiff CHANEL VICK

Dated: April 3, 2025

GORDON REES SCULLY MANSUKHANI, LLP

By: _____

~~Linh T. Hua~~
Ashley N. Batiste, Esq.
Attorneys for Defendant MONTCLAIR
MANOR CARE CENTER, LLC

Dated: April 2, 2025

EXHIBIT A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Chanel Vick v. Montclair Manor Care Center, LLC*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Chanel Vick v. Montclair Manor Care Center, LLC*, San Bernardino Superior Court Case No. CIVSB2329280.

WHAT IS THE CASE ABOUT?

This case was brought by Plaintiff, Chanel Vick (“Plaintiff”), and filed against Montclair Manor Care Center, LLC (“Defendant”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). Plaintiff filed the lawsuit on behalf of herself, the State of California and all persons who are employed or were previously employed by Montclair Manor Care Center, LLC, in California and are or were classified as non-exempt employees at any time during the “PAGA Period,” which covers the time period of November 8, 2022, through October 17, 2024. The group of employees referenced above are called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

In this case, Plaintiff claimed that Defendant owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations because Defendant allegedly (1) failed to pay minimum wage; (2) failed to pay wages and overtime; (3) failed to comply with meal-period laws; (4) failed to comply with rest-period laws; (5) violated Labor Code Section 226; (6) violated Labor Code Section 221; (7) violated Labor Code Section 204; (8) violated Labor Code Section 203; (9) failed to maintain records in violation of Labor Code Sections 1174 and 1174.5; and (10) failed to reimburse for necessary business expenses in violation of Labor Code Section 2802. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.

The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay \$155,000.00, which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel will receive a PAGA Counsel Fees Payment of \$54,250.00 for attorneys' fees and a PAGA Counsel Costs Payment of \$25,000.00 for litigation expenses. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Costs Payment of \$3,295.00 for helping to administer the settlement. The balance of the monies, called the Net Settlement Amount, in the amount of \$72,455, represents the PAGA Penalties.

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$54,341.25 will be paid to the LWDA for its share of PAGA penalties, and \$18,113.75 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$20,833.33) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods, which is any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

As an Aggrieved Employee, you will assume full responsibility and liability for any taxes owed on your Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Defendant strongly denies violating any laws or failing to pay any wages. Defendant contends it complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$.00, represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period.

As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. This means that you, along with all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this settlement. The Aggrieved Employees' Release is as follows:

Plaintiff, Aggrieved Employees, and the LWDA are deemed to fully and finally release and discharge Released Parties from the Released PAGA Claims that have arisen during the PAGA Period.

The "PAGA Period" means the period from November 8, 2022, through October 17, 2024.

"Released PAGA Claims" means any and all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in the LWDA Letter or the First Amended Complaint in the Action, including failure to pay minimum wages, failure to pay wages and overtime in violation of Labor Code § 510, failure to provide compliant meal and rest periods in violation of Labor Code § 226.7, failure to provide complete and accurate wage statements in violation of Labor Code § 226, failure to take back any wages already paid in violation of Labor Code § 221, failure to pay wages semi-monthly in violation of Labor Code § 204, failure to pay all wages owed at discharge or resignation in violation of Labor Code § 203, failure to keep complete and accurate payroll records in violation of §§ 1174, 1174.5, failure to reimburse necessary business-related expenses in violation of Labor Code § 2802, and Business & Professions Code § 17200 *et seq.*

"Released Parties" means Defendant and each of its divisions, subsidiaries, parents, or other related entities, past and present, and each of them, as well as each of their directors, officers, employees, shareholders, partners, members, representatives, executors, trustees, fiduciaries, administrators, beneficiaries, assignees, successors, business managers, insurers, and employees, past and present, and each of them and their marital community.

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. **Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.**

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter) or Plaintiff's counsel, whose contact information is as follows:

Counsel for Plaintiff:

Emil Davtyan, Esq.
David Yeremian, Esq.
Alvin B. Lindsay, Esq.
Rose Sorial, Esq.
Enoch J. Kim, Esq.
Antonia McKee, Esq.
D.Law, Inc.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465

Very Truly Yours,

Phoenix Settlement Administrators
[INSERT CONTACT INFORMATION]

EXHIBIT 2

November 8, 2023

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to Montclair Manor Care Center, LLC)

Montclair Manor Care Center, LLC
5119 Bandera Street
Montclair, CA 91763
Certified Mail Tracking Number:

CSC Lawyers Incorporating Service
Designated Agent for Service for Montclair Manor Care Center, LLC
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number:

**Re: Labor Code § 2698, *et seq.* Penalties - PAGA Notice Letter to LWDA
Chanel Vick v. Montclair Manor Care Center, LLC
Superior Court for the County of San Bernardino**

Gentlepersons:

This office represents Chanel Vick (“Plaintiff”) and other similarly aggrieved employees employed as non-exempt, hourly, skilled-nursing and rehabilitation employees and in related positions at Defendants’ facility and office locations in California during the relevant period (collectively “Aggrieved Employees”) for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Montclair Manor Care Center, LLC a California limited liability company and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).



Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being filed concurrently in San Bernardino County Superior Court, and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff worked as a Certified Nursing Assistant (CNA) at Defendants' Montclair, California facility. Defendants employed other similarly situated Aggrieved Employees as Certified Nursing Assistants (CNAs), Licensed Vocational Nurses (LVNs), caregivers, resident aids, and in similar and related positions in connection with their skilled nursing and rehabilitation facilities located throughout California, including in San Bernardino County. Plaintiff and the other similarly situated Aggrieved Employees worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and (1) shared similar job duties and responsibilities (2) were subjected to the same policies and practices (3) and endured similar violations at the hands of Defendants as the other Aggrieved Employees who served in similar and related positions.

Defendants required Plaintiff and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendant MONTCLAIR MANOR CARE CENTER, LLC is a California limited liability company which lists its principal address with the California Secretary of State in Montclair, California. It lists several registered corporate agents who list addresses in Sacramento, California and in Sacramento County. MONTCLAIR MANOR CARE CENTER, LLC lists its type of business as "Skilled nursing facility." Defendant MONTCLAIR MANOR CARE CENTER, LLC is listed as the employer on the wage statements issued to Plaintiff by Defendants, and upon information and belief to other Aggrieved Employees, with the same



Montclair address. The website for MONTCLAIR MANOR CARE CENTER, LLC explains: “Our professional staff is committed to give excellent care to our patients and maintain a safe and compassionate environment. We ensure that our residents are comfortable and highly satisfied by providing a various range of services including Healthcare Facility Administration and consultation[;] Rehabilitation services physical, occupational, and speech therapy[;]Rehabilitation consulting[;] 24-hour skilled nursing care[;] Activity and social programs[.]”

Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were subjected to unlawful rounding and time shaving or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiff and the Aggrieved Employees’ employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in “off the clock” work) and for all their overtime hours worked and were subjected to unlawful rounding, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as Certified Nursing Assistants (CNAs), Licensed Vocational Nurses (LVNs), caregivers, resident aids, and in similar and related positions based out of their facilities in California.

Plaintiff was employed by Defendants as a Certified Nursing Assistant (CNA) at Defendants’ Montclair, California facility. Plaintiff generally worked 16-24 hours per week, three days per week, which resulted in shifts of approximately eight hours in duration. Plaintiff worked different shifts during her employment, including those scheduled from 3:00 p.m. to 11:00 p.m. or 11:00 p.m. to 7:00 a.m., or longer.

Defendants’ Montclair facility included timekeeping systems incorporating electronic recording of time punches by Employees scanning their fingers on a time clock. The single time clock was located inside, near the entrance of the building, and purported to record Employees’ timekeeping entries with accuracy to the minute. However, in order to access the time clock, Plaintiff would have to go through a series of time-consuming work-related procedures that did not allow Employees to record their start time immediately upon commencing work. For security reasons, after 7:00 p.m., the facility’s doors are locked and require a staff member to open them. As a result, incoming Employees must ring a doorbell and wait for a staff member to unlock the door. Employees could expect to wait five to ten minutes outside of the building while a staff member arrived to open the doors. Upon being admitted, Employees’ foreheads are scanned by a staff member with a thermometer. They must also fill out a COVID-19 questionnaire with screening questions such as whether the Employee is feeling sick, experiencing nausea, fever, or chills, and whether they have been around anyone with COVID.



After being scanned and filling out the questionnaire, Employees must sign a book stating they were scanned and complied with COVID screening procedures. This process could take an additional five to ten minutes to complete. Only after these steps are complete can Employees access the electronic time clock to scan their fingerprints and record their entries. Between Employees' arrival at the facility's entrance and their actual clocking-in, ten to twenty minutes have elapsed that are not recorded on Defendants' timekeeping system and thus not compensated by Defendants.

Additionally, Defendants require Employees to record their half-hour meal periods on the time clock. However, due to the heavy workload, Plaintiff was compelled to perform work during her meal periods, to assist patients. Moreover, due to Defendants' practice of locking the facility's doors after 7:00 p.m., anytime Plaintiff took her meal period outside the facility, she had to shorten her meal period by several minutes to ensure that she would ring the doorbell and wait for the doors to be opened so that she could record the return from her meal period at exactly thirty minutes. Thus, Plaintiff's meal periods were interrupted and/or shortened, and she was forced to work off the clock during her meal periods.

Defendants' timekeeping violations were not limited to requiring Employees to complete off-the-clock work. Defendants required Employees to be prepared to begin work at their scheduled shift start times, or they would face disciplinary action. However, Employees were also cautioned not to clock in more than ten minutes early to avoid overtime. Accordingly, some Employees would wait around the time clock to scan their entry just before their scheduled start time. Moreover, despite Defendants' timekeeping system purporting to record Employees' exact start time, end time, and meal period times, Plaintiff routinely noticed that her payroll records reflected rounded or shaved hours and did not precisely reflect all the minutes she had worked. In addition, whenever Plaintiff suffered a late meal period and her time records recorded a late meal, Defendants would require Plaintiff to modify her meal period entry to an earlier time so that the meal period would appear compliant, and Defendants could avoid paying a meal premium.

The failure to maintain accurate timekeeping records perpetrated by Defendants have also been exacerbated by other off the clock work Defendants required their Employees to endure. For example, Defendants required in-service meetings of approximately one hour each that occurred before Plaintiff's scheduled shifts. During these meetings, Employees were not permitted to record their entry. Thus, Defendants failed to compensate Employees for their attendance. Plaintiff and the Aggrieved Employees were also required to work or otherwise remain under Defendants' control after their shift end times, including on site and through after hours work related communications and other work requirements.

Defendants also paid Plaintiff and the other Aggrieved Employees various forms of bonuses and shift differentials, along with gift cards and other forms of remuneration above and beyond their regular hourly rates. Defendants neglected to record any gift cards on wage statements in violation of Labor Code §§ 212 and 213. However, despite requiring Plaintiff and the Aggrieved Employees to work extended shifts of over eight hours, Defendants both failed to



pay for all overtime hours actually worked and, upon information and belief, failed to pay that overtime at the correct rate. More specifically, to the extent Defendants paid both overtime and a bonus or shift differential to Plaintiff and the Aggrieved Employees in the same pay period, Defendants miscalculated and underpaid overtime hours by failing to include all forms of remuneration, i.e. bonuses, shift differentials and the like, in the regular rate used to calculate and pay overtime. Additionally, to the extent Defendants paid any sick pay to Plaintiff during these pay periods, Defendants similarly miscalculated the rate at which it was paid by failing to account for all forms of remuneration in the regular rate.

Plaintiff was therefore not paid for all her hours worked at the required minimum, overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring her to work off the clock and without pay. Defendants systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and timekeeping policies and endured similar violations at Defendants' hands as Plaintiff.

Defendants have failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiff worked or the breaks she received. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working based out of Defendants' facilities throughout California. As a result of the above-described unlawful requirements to work off the clock, the rounding and time shaving, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.



Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and at least two ten-minute rest breaks as required at a minimum for Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but due to prioritizing patient care, Plaintiff was compelled to delay her meal periods or have them interrupted. The heavy workloads, patient demands, and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods. Furthermore, due to Defendants' policy of locking the facility's doors after 7:00 p.m., Employees were deterred from leaving the facility. If they did, it would inevitably cause Employees' meal periods to be shortened and interrupted by having to ring the doorbell and wait for a staff member to open it. In addition, when Plaintiff's time records reflected a late meal period, she was compelled by Defendants to modify her time records so that her meal period appeared earlier than actually taken so that Defendants could avoid paying a meal premium.

Therefore, meal period violations systematically occurred ongoing throughout all of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks and required them to respond to work demands during breaks, thus leading to further violations.

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without



including all forms of remuneration in that hourly rate calculation, for example by omitting shift-differentials and the like from the rate at which meal premiums were paid.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands impermissibly shortened their breaks. Even when Plaintiff and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to work and patient demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants thus failed to authorize and permit duty-free ten minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiff and the Aggrieved Employees worked eight to twelve hours on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants' management, Plaintiff and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses and shift differentials, in the regular rate at which Defendants paid the premium.



Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, she was not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties and requirement.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and rounding and time shaving and on-duty work while on unpaid meal breaks. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty." As also addressed above, to the extent Defendants paid any sick time, they did so at a regular rate that failed to include all forms or remuneration. Plaintiff accordingly seeks this relief available for Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1,



248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Defendants also failed to provide suitable seating to Plaintiff and the Aggrieved Employees. When Plaintiff was not on her feet assisting patients, Plaintiff was required to be in a workstation during work hours to complete notes and charting. Throughout her shifts, including when notetaking and charting, Plaintiff would be required to stand in Defendants' workstation on site for long periods. Defendants should have provided Plaintiff with suitable seating at her workstation, such as a chair or a stool or the like, and such seating would in no way have interfered with the performance of Plaintiff's job duties. California Labor Code § 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable Wage Order. By failing to provide Plaintiff and certain Aggrieved Employees with suitable seats in violation of Wage Order 7-2001, § 14, Defendants violated California Labor Code § 1198. Plaintiff has been injured because she was employed by Defendants and was not provided with suitable seating, in violation of Lab. Code § 1198 and Wage Order 7-2001, § 14. She was harmed by Defendants' failure to provide seats because she was required to stand for extended periods of time despite the fact that the nature of her work did not require that she remain standing at all times.

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of her employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when she was hired and upon information and belief Defendants committed similar violations in connection with similarly situated and Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock



punches were not maintained or were not accurately maintained for work shifts. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants have thus failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among others requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work and rounding and miscalculation. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws.

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to work communications from supervisors and in accessing the internet as required for work-related communications. Additionally, Plaintiff was required by Defendants to wear a uniform consisting of nursing scrubs that were washed and ironed for every shift, or she would be reprimanded. Plaintiff was required to incur the maintenance costs for her uniform without any reimbursement from Defendants. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”



states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants’ control during breaks and due to the work demands placed upon them by Defendants’ management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or to attend and participate in company required activities or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and



well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of



them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent



pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by rounding. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204.

In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.



Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198,



1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who “works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days and paid at the correct rates, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave and paid at the correct rates to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”

Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:

Labor Code § 2810.5 provides that: “At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing” specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Suitable Seating to Employees Under the Wage Orders:

Plaintiff also alleges that operations at Defendants' facilities allowed for the presence and use of a stool or seat by the Aggrieved Employees during the performance of their work duties. When Plaintiff was not on her feet assisting patients, Plaintiff was required to be in a workstation during work hours to complete notes and charting. Throughout her shifts, including when notetaking and charting, Plaintiff would be required to stand in Defendants' workstation on site for long periods. Defendants should have provided Plaintiff with suitable seating at her assigned



office location, such as a chair or a stool or the like, and such seating would in no way have interfered with the performance of Plaintiff's job duties.

The nature of the affected job positions can reasonably be accomplished while using a seat or stool. California Labor Code § 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." Paragraph (14)(A) of the applicable IWC Wage Orders provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." Paragraph 14(B) of the applicable IWC Wage Orders provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and did not allow them to sit when it did not interfere with the performance of their duties. By their conduct, Defendants have violated California Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders by failing to provide suitable seating to Aggrieved Employees. Defendants have violated the California Labor Code, including Section 1198, and regulations promulgated thereunder as herein alleged, including Paragraph 14 of the applicable IWC Wage Orders.

For the above addressed violations of paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, Plaintiff seeks penalties available and applicable under Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to work communications from supervisors and in accessing the internet as required for work-related communications. Additionally, Plaintiff was required by Defendants to wear a uniform consisting of nursing scrubs that were washed and ironed for every shift, or she would be reprimanded. Plaintiff was required to incur the maintenance costs for her uniform without any reimbursement from Defendants. Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable



for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*, including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,



558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(g) Failure to Provide Suitable Seating: For the above addressed violations of paragraph 14 of the applicable IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and the civil and statutory penalties available and applicable under Labor Code § 2699(f)(2) and paragraphs 14 and 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and



(h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code § 2810.5, and any above-addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Montclair Manor Care Center, LLC, and any other named Defendants. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW INC.

Alvin B. Lindsay

a.lindsay@d.law

Cc: Montclair Manor Care Center, LLC by Certified Mail

EXHIBIT 3

EXHIBIT 4

D.LAW, INC.

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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CHANEL VICK an individual, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

MONTCLAIR MANOR CARE CENTER,
LLC, a California limited liability company;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVSB2329280

CLASS ACTION

Assigned for All Purposes To:

Hon. Kory Mathewson

Dept.: R12

**DECLARATION OF JODEY LAWRENCE
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Hearing Date: April 28, 2025

Time: 9:00 a.m.

Department: R12

DECLARATION OF JODEY LAWRENCE

I, **JODEY LAWRENCE**, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Class Action Administration Solutions (“Phoenix”), as President of Business Development.

3. I personally have over fifteen years of experience in claims management and administration of class and collective action matters.

4. Phoenix has never had any financial interests in nor affiliation with the parties or counsel in the matter of *Chanel Vick v. Montclair Manor Care Center, LLC*. I am unaware of any other actual or potential conflicts of interest that would prevent Phoenix from serving as administrator in this matter.

Qualifications and Experience as Settlement Administrator

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A**.

6. Phoenix has extensive experience administering class and representative action matters and has been appointed as the Settlement Administrator in matters pending in both State and Federal courts. Phoenix has administered complex wage and hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA, PAGA, and class and representative action matters through final approval and distribution. Phoenix has developed a robust system of quality assurance measures to ensure that the highest quality service is provided.

7. Phoenix has extensive experience in, and are experts, at all aspects of administrating complex class and representative action matters including: (a) preparing, translating, printing, mailing, and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (h) tax management, filings, and account reconciliation.

8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members and Aggrieved Employees, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Aggrieved Employee Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

- a. Phoenix's Business Continuity Policy;
- b. Phoenix's Disaster Recovery Plan;
- c. Phoenix's Incident Response Plan;
- d. Phoenix's Personal Computer Security Policy;
- e. Phoenix's Data Archiving and Retention Policy;
- f. Phoenix's Personnel Security Policy;
- g. Phoenix's Risk Assessment;

- h. Phoenix's Service Provider Risk Assessment;
- i. Phoenix's Classification and Access Rights Policy;
- j. Phoenix's Password Policy;
- k. Phoenix's Certification of Destruction; and
- l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of \$2,000,000.00, in addition to, cyber insurance policy, with a limit of liability of \$3,000,000.00.

Procedures for Notice Preparation and Distribution

12. As part of the procedures for mailing the Notice of Settlement to Aggrieved Employees, Phoenix will mail Individual PAGA Payments to the Aggrieved Employees along with the Notice of Settlement to Aggrieved Employees via First Class U.S. Mail, postage prepaid. Phoenix will provide the Parties' counsel reports regarding administration of the Settlement Agreement as needed or requested. If a Notice of Settlement to Aggrieved Employees and check for Individual PAGA Payment from the initial mailing is returned as undeliverable during the check-cashing period, Phoenix will attempt to obtain a current address for the Aggrieved Employee to whom the returned Notice of Settlement to Aggrieved Employees and check for Individual PAGA Payment had been mailed within three (3) calendar days of receipt of the returned Notice of Settlement to Aggrieved Employees and/or Individual PAGA Payment check, by: (a) contacting the Aggrieved Employee by phone, if possible, (b) undertaking all reasonable efforts to identify the Aggrieved Employee's correct address, and (c) undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Notice of Settlement to Aggrieved Employees and Individual PAGA Payment check to the Aggrieved Employee at his or her updated address within three (3) business days.

13. Phoenix's costs are reasonable and competitive when compared to the industry.

14. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

1 • **Hard Cost:** Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup,
2 NCOA, Skip Tracing, Remail and Translation costs.

3 • **Hourly Cost:** The hourly rates include Programming Database & Setup,
4 Project Management, Notice Packet Formatting, Programming Undeliverable, Programming
5 Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks,
6 Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case
7 Management/Maintenance.

8 16. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A
9 true and correct copy of Phoenix's Will Not Exceed quote of **\$3,295** is attached hereto as **Exhibit**
10 **B.**

11
12 I declare under the penalty of perjury under the laws of the United States and state of
13 California that the foregoing is true and correct. Executed on March 26, 2025 at Orange,
14 California.

15
16 
17 Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



CASE ASSUMPTIONS

Aggrieved Employee	123
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Employee	123
Subtotal Admin Only	\$3,295.00

Not-to-Exceed Total \$3,295.00

For 123 Aggrieved Employee

Pricing Good for Scope of Estimate Only

February 26, 2025

Case: Vlck v. Montclair Manor Care Center (PAGA) Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Antonia Bliznets

Firm: DLaw

Contact Number: 818) 962-6465

Email: a.bliznets@d.law

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 123 Aggrieved Employee. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$36.52	1	\$36.52
Call Center & Long Distance	\$2.00	13	\$26.00
NCOA (USPS)	\$65.00	1	\$65.00
Total			\$527.52

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$150.00	2	\$300.00
Data Merge & Duplication Scrub	\$0.25	123	\$30.75
Notice and Check Packet	\$1.50	123	\$184.50
Estimated Postage (up to 1 oz.)*	\$0.69	123	\$84.87
Total			\$600.12

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	1	\$50.00
Skip Tracing Undeliverables	\$2.00	18	\$36.90
Remail Notice Packets	\$1.50	18	\$27.68
Estimated Postage	\$0.69	18	\$12.73
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$177.31

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	1	\$125.00
Case Manager	\$75.00	1	\$75.00
Total			\$200.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Total			\$890.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	1	\$125.00
Remail Undeliverable Checks (Postage Included)	\$1.50	23	\$35.06
Case Associate	\$55.00	1	\$55.00
Reconcile Uncashed Checks	\$85.00	1	\$85.00
Conclusion Reports	\$100.00	1	\$100.00
Case Manager Conclusion	\$75.00	1	\$75.00
Final Reporting & Declarations	\$125.00	1	\$125.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$300.00	1	\$300.00
Total			\$900.06

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$3,295.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA 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 Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

Bill for FA Dec	\$3,500.00
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discount rate	30%	not to exceed tier	
not to exceed percent	25%	0% to 20%	0.30
		21% to 40%	0.25
		41% to 70%	0.20
***Additional claims: \$8.00			

call center rate 20%

cost of each mailing piece 1.00

return mail rate	30%
skip trace rate	70%
re-mail rate	90%
return mail time	1.00 minutes each

recon months	8
undeliverable check rate	8%

Applies to W2 & 1099 ONLY . (Remove this line if settlement payments are NOT taxable.)

EXHIBIT 5

Vick v. Montclair Manor Care Center, LLC

Litigation Costs

Service Date		Details		Provider		Amount
11/8/23		LWDA Letter		LWDA		\$ 75.00
11/8/23		LWDA Letter Postage		USPS		\$ 13.80
12/9/23		Summons & Complaint		Rapid Legal		\$ 1,496.85
12/14/23		Process of Service - Summons & Complaint		Rapid Legal		\$ 87.55
2/27/24		Notice of Initial Status Conference; POS of Summons		Rapid Legal		\$ 16.62
3/14/24		First Amended Complaint		Rapid Legal		\$ 16.62
4/5/24		NAR to FAC & Notice of Initial Status Conference		Rapid Legal		\$ 16.62
4/17/24		Mediation Fee		Lisa Klerman		\$ 11,000.00
5/21/24		Notice of Re-Assignment, Notice of Posting Jury Fees		Rapid Legal		\$ 175.37
6/4/24		Joint Case Management Statement (6.10.24)		Rapid Legal		\$ 16.74
10/4/24		Notice of Disassociation & Association, Notice of Change of Address		Rapid Legal		\$ 16.74
10/24/24		Expert Fee		Berger Consulting		\$ 5,355.00
11/1/24		Joint Case Management Statement (11.6.24)		Rapid Legal		\$ 16.74
2/3/24		Joint Stipulation to Continue Approval Hearing		Rapid Legal		\$ 37.29
2/7/24		Signed Order Granting Stipulation		San Bernardino Superior Court		\$ 2.00
4/4/25		Motion for PAGA Approval of Settlement		Rapid Legal		\$ 85.00
FUTURE		Decl of Class Admin re Final Distribution		Rapid Legal		\$ 18.00
FUTURE		Ntc of Entry of Final Order & Judgment		Rapid Legal		\$ 18.00

Total	\$ 18,463.94
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