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7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF ORANGE**

9 JOAN S. WALTER, an individual on behalf
10 of herself and the STATE OF CALIFORNIA,
as Private Attorney General,
11 Plaintiffs,

12 vs.

13 CAPO BEACH HEALTHCARE, LLC;
14 VALLEY POST-ACUTE AND REHAB,
15 LLC, a California Limited Liability
16 Company; and DOES 1 through 20, inclusive,
Defendants.

CASE NO. 30-2024-01409294-CU-WT-
CXC

[Assigned for all purposes to Hon. Lon F.
Hurwitz, Dept. CX103]

**DECLARATION OF LAUREN E.
GROCHOW IN SUPPORT OF
PLAINTIFF JOAN WALTER'S
NOTICE OF UNOPPOSED
MOTION AND MOTION FOR
AN ORDER APPROVING
SETTLEMENT OF CLAIMS
BROUGHT PURSUANT TO THE
PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

*[Concurrently filed with the Notice of
Motion and Motion; Memorandum of
Points and Authorities; and
[Proposed]Order]*

Hearing Date: March 14, 2025
Hearing Time: 1:30 p.m.
Dept.: CX103

Complaint Filed: June 24, 2024
Trial Date: N/A

DECLARATION OF LAUREN E. GROCHOW

I, Lauren E. Grochow, declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California. I am the Managing Attorney and Owner of Grochow Law, a Professional Corp., counsel for Plaintiff Joan S. Walter (“Plaintiff”) in this action. I submit this declaration in support of Plaintiff’s Unopposed Motion for Order Approving Settlement of Claims Brought Pursuant to the Private Attorneys General Act of 2004 (“PAGA”).

2. Attached hereto as true and correct copies and marked as Exhibits are:

- **Exhibit A** – PAGA Settlement Agreement.
- **Exhibit B** – Administrative Bid for \$88,080.00 from Settlement Administrator and Declaration of Administrator Qualifications.
- **Exhibit C** – Notice of Settlement to accompany the check distribution.
- **Exhibit D** – Proof of submittal of Motion for Approval of the PAGA Settlement, and the Settlement Agreement to LWDA.
- **Exhibit E** – Proof of submittal of PAGA notices to LWDA.
- **Exhibit F** – Proof of submittal of Complaint to LWDA.

3. This declaration is submitted in support of Plaintiff’s Unopposed Motion for an Order Approving Settlement of Claims Brought Pursuant to the Private Attorneys General Act of 2004 against Defendants Capo Beach Healthcare, LLC (“CBH”) and Valley Post-Acute and Rehab, LLC (“VPAR” and together with CBH, “Defendants”). The following facts are within my personal knowledge and, if called as a witness herein, I can and will competently testify thereto.

Education and Experience

4. I was barred in December 2013 after receiving my Juris Doctor from Chapman University, Fowler School of Law. After graduation, I joined the law firm Irell & Manella, LLP (“Irell”) and then transitioned to Hueston Hennigan, LLP (“Hueston”) when John Hueston and Brian Hennigan left Irell to form that firm. After several years at Hueston, I joined Troutman Sanders, LLP (now Troutman Pepper Hamilton Sanders LLP) (“Troutman”) and was at that firm

1 for another seven years. During my time at Irell, Hueston, and Troutman, I gained valuable jury
2 trial and arbitration experience, learning from some of the pre-imminent trial attorneys in the
3 nation. For example, on December 2018, I was second chair for a two-week jury trial in the
4 Northern District of Illinois. As another example, in November 2020, I was second chair in an
5 arbitration hearing, where I did the direct and cross examination of the majority of the witnesses.

6 5. I also gained extensive experience defending individual employment disputes and
7 PAGA and/or class actions, including, but not limited to the following PAGA and/or Class
8 Actions: *Ratcliffe v. Apex Systems, LLC, United States District Court, Southern District of*
9 *California*, Case No. 3:19-cv-01688-WGH-MDD; *Apex Systems, LLC Wage and Hour Cases*,
10 *California Superior Court, County of Orange*, JCCP Case No. 5096; and *Ortega v. Carson Wild*
11 *Wings, LLC, et al.*, *California Superior Court, County of Los Angeles*, Case No. BC677389.

12 6. In February 2022, I started my law firm, Grochow Law, APC. Several months
13 after starting my firm, I narrowed my work to almost exclusively representing employees against
14 employers.

15 7. I am a member of the California Employment Lawyers Association (CELA) and
16 the Orange County Bar Association (OCBA). Through these groups, I meet or confer with
17 numerous California employment lawyers on a regular basis on a variety of issues in
18 employment cases, including changes in the law and standard attorney rates.

19 8. The following is a sample list of class actions/PAGA and individual
20 employment/wage-and-hour cases, in which I have represented and/or continue to represent the
21 plaintiffs or defendants, mostly in the capacity of the lead counsel: *Barnes v. Robert V. Jensen,*
22 *Inc.*, *California Superior Court, County of Fresno*, Case No. 23CECG00206; *Allen v. Green*
23 *Solar NH, LLC*, *California Superior Court, County of Los Angeles*, Case No. 22VECV00919;
24 *Mireles v. Central Valley Construction*, *California Superior Court, County of Tulare*, Case
25 No. VCU293499.

26 9. I am familiar with California wage and hour law and the laws governing
27 employment wage and hour violations, including but not limited to: California Labor Code
28 Sections 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5,

500, 510, 512, 516, 1174, 1194, 1194.2, 1198, 1198.5, 2698, 2699, 2800 and 2802, California Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

Procedural History and Analysis

10. The procedural calendar for the case started from February 12, 2024, when Plaintiff submitted a Notice of her intention with State of California Labor and Workforce Development Agency (“LWDA”) to proceed with Labor Code violations under the PAGA against CBH. Per the Labor Code, the Notice was served upon the LWDA electronically and upon CBH by certified mail.

11. On May 22, 2024, Plaintiff submitted an Amended Notice of her intention with State of California Labor and Workforce Development Agency (“Amended Notice”) to proceed with Labor Code violations under the PAGA against both Defendants. The Amended Notice communicated an intention by Plaintiff to file a civil lawsuit in the State of California pursuant to Labor Code § 2698 *et seq.* The Amended Notice was served electronically to the LWDA and electronically to Defendants’ counsel, per the Parties agreement.

12. On June 24, 2024, Plaintiff filed a complaint in Orange County Superior Court, thereby initiating the above-captioned action.

13. The Complaint comprised of the following individual causes of action, which are *not* a part of the PAGA settlement: (1) Retaliation under California Labor Code § 1102.5; (2) Retaliation under California Labor Code § 6310; (3) Discrimination under the Fair Employment Housing Act (“FEHA”); (4) Harassment under the FEHA; (5) Retaliation under the FEHA; (6) Failure To Prevent Discrimination and Harassment under the FEHA; (7) Wrongful Termination; (8) Failure to Provide Meal Periods; (9) Failure to Provide Rest Breaks; (10) Failure to Pay All Wages Earned; (11) Failure to Provide Accurate Itemized Wage Statement; (12) Waiting Time Penalties; (13) Failure to Pay Overtime; (14) Failure to Produce Payroll Records; (15) Failure to Produce Personnel File; (16) Failure to Reimburse Business Expenses; (17) Breach of Contract; (18) Unfair & Unlawful Business Practices; and (19)

1 Declaratory & Injunctive Relief. The twentieth cause of action under the Complaint was
2 Violations of the PAGA and that cause of action is the subject of the settlement.

3 **Settlement and Distribution**

4 14. On or around January 31, 2025, the parties entered into a PAGA Settlement
5 Agreement (“Settlement Agreement” or “SA”). A true and correct copy of that agreement is
6 attached hereto as **Exhibit A**. The Settlement Agreement largely models the California Superior
7 Court, County of Los Angeles Model PAGA Settlement Agreement (LASC CIV 298) and has 10
8 separate sections, addressing, among other terms: Definitions (§ 1); Recitals (§ 2); Monetary
9 Terms (§ 3); Settlement Funding and Payments (§ 4); Release of Claims (§ 5); Motion or
10 Application for Approval of Settlement (§ 6); Settlement Administration (§ 7); Aggrieved
11 Employee Size Estimates and Escalator Clause (§ 8); Continuing Jurisdiction of the Court (§ 9);
12 and Additional Provisions (§ 10). The Aggrieved Employee Size is estimated at 209 employees,
13 who worked 2,936 Pay Periods during the PAGA period (SA, § 4.1).

14 15. The monetary terms are summarized as follows: The Parties’ settlement allocates
15 \$88,080.00 for settlement of the Released PAGA Claims or the Gross Settlement Amount (SA,
16 § 3.1); the agreed attorneys’ fees are up to 33% of the gross recovery or \$29,360.00 (SA, Prov.
17 3.2.1); the incurred litigations costs is \$2,390.80; \$5,300.00 is allocated to Atticus
18 Administrations, LLC (“Settlement Administrator”) (SA, § 3.2.2) pursuant to the Administrative
19 Bid attached hereto as **Exhibit B**; and \$5,000 as enhancement payment to Plaintiff for
20 representing the PAGA class (SA, § 3.2.4).

21 16. The Settlement Administrator’s qualifications are set forth in a declaration
22 included with the Administrative Bid in **Exhibit B**.

23 17. The above computation will leave a net balance of \$38,420.00, from which sum
24 75% or \$28,815.00 will be paid to the State of California (LWDA) and the remaining 25% or
25 \$9,635.00 will be distributed to the PAGA class – the Aggrieved Employees – which may
26 translate into an average payout to each member about \$46.10 Of course, the Administrator will
27 adjust these figures before making the distributions in accordance with the Court’s Order.

1 18. Within 14 calendar days after Defendants fully fund the Gross Settlement
2 Amount, in installments detailed below, the Administrator will calculate each Individual PAGA
3 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
4 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
5 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay
6 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
7 their Individual PAGA Payment. (Ex. A, SA §§ 3.2.3.1, 4.4.)

8 19. Within 20 days after the Administrator receives the Gross Settlement Amount,
9 Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a
10 Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator
11 must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data
12 only for purposes of this Settlement and for no other purpose, and restrict access to the
13 Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
14 Employee Data to effect and perform under this Agreement. (Ex. A, SA, § 4.2.)

15 20. Defendants shall fully fund the Gross Settlement Amount by transmitting the
16 funds to the Administrator no later than 14 days after the Effective Date (the date the Court
17 enters judgment). Defendants shall also fund at the same time its share of the employer's taxes
18 on the Gross Settlement Amount. The distribution shall take place within 14 days after the
19 funding. (Ex. A., SA, §§ 4.3, 4.4.)

20 21. The Administrator will issue checks for the Individual PAGA Payments and send
21 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each
22 check shall prominently state the date (not less than 180 days after the date of mailing) when the
23 check will be voided. The Administrator will cancel all checks not cashed by the void date.
24 Before mailing any checks, the Settlement Administrator must update the recipients' mailing
25 addresses using the National Change of Address Database. (Ex. A., SA, § 4.4.1.)

26 22. The Administrator must conduct an Aggrieved Employee Address Search for all
27 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
28 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS

1 forwarding address provided or to an address ascertained through the Aggrieved Employee
2 Address Search. The Administrator need not take further steps to deliver checks to Aggrieved
3 Employees whose re-mailed checks are returned as undelivered. The Administrator shall
4 promptly send a replacement check to any Aggrieved Employee whose original check was lost or
5 misplaced, requested by the Aggrieved Employee prior to the void date. (Ex. A., SA, § 4.4.2.)

6 23. The Settlement Administrator will compute the pro-rate share of each Aggrieved
7 Employee in accordance with the work week factor set forth above and will mail the respective
8 share of the Aggrieved Employees together with a “Notice of Settlement,” explaining in detail
9 and in conformity with the Settlement Agreement, which, inter alia, provides notice of the
10 following to each PAGA class member:

- 11 ➤ What is this notice about?
- 12 ➤ What is this lawsuit about?
- 13 ➤ Who is included in this settlement?
- 14 ➤ What will I receive from the settlement & the release?
- 15 ➤ What are my rights & contact information?

16 A true and correct copy of this Notice is attached hereto as **Exhibit C**.

17 **The Proposed Settlement is Adequate, Reasonable and Fair**

- 18 a) This case addresses violations of important employee protections embodied in the
19 California Labor Code as follows: There were times where Plaintiff and other Aggrieved
20 Employees were suffered and/or permitted to work, but not compensated for that time
21 worked. Defendants failed to pay Plaintiff and other Aggrieved Employees for all hours
22 worked at her minimum wage rate, even though Defendants knew she and other
23 Aggrieved Employees worked those hours in violation of California Labor Code §§ 204,
24 1194, 1197, and 1197.1.
- 25 b) When Plaintiff and other Aggrieved Employees worked more than eight hours in a day or
26 forty hours in a week, Defendants failed to compensate her at the requisite overtime rate.
27 Thus, Defendants failed to pay Plaintiff and the other Aggrieved Employees the overtime
28 compensation premium, as required by the applicable Wage Order No. 5-2001 and the

California Labor Code, violating the provisions of California Labor Code §§ 510, 512, 1197, 1197.1 and 1198.

- c) When Plaintiff and other Aggrieved Employees worked a shift of over five hours, there were multiple instances where Plaintiff and other Aggrieved Employees missed a meal period, did not receive a timely meal period, or were interrupted during their meal period, but never received a meal period premium. Thus, Defendants failed to provide Plaintiff and other Aggrieved Employees meal periods or meal period premiums for missed meal periods in violation of California Labor Code §§ 204, 226.7 and 512.
- d) Where Plaintiff and other aggrieved employees worked at least four hour or major fraction thereof, there were multiple instances where Plaintiff and other Aggrieved Employees were not provided an uninterrupted rest break or did not receive a timely rest break but never received a rest break premium. Thus, Defendants failed to provide Plaintiff and other Aggrieved Employees rest breaks or rest break premiums for missed rest breaks in violation of California Labor Code §§ 226.7 and 1198.
- e) Plaintiff and other Aggrieved Employees sometimes worked more than seven days in a row without a rest day. Thus, Defendants failed to provide Plaintiff and other Aggrieved Employees rest days in violation of California Labor Code §§ 551 and 552.
- f) Plaintiff and other Aggrieved Employees were never provided any paid sick days. Thus, Defendants failed to provide Plaintiff and other Aggrieved Employees with paid sick leave or supplemental paid sick leave, violating Labor Code §§ 245-248.5, 233-234, 248.2, and 248.6.
- g) While Plaintiff and other Aggrieved Employees were furnished with some of the instruments they needed for their employment, Plaintiff and other Aggrieved Employees had to make business expenses to buy other equipment necessary for their role. Because Defendants failed to indemnify Plaintiff and other Aggrieved Employees for these necessary expenditures incurred as a direct consequence of their discharge of their duties with CBH, Defendants violated Labor Code §§ 2800 and 2802.

24. In addition to the factors presented above, the proposed Settlement does not possess any obvious deficiencies. The Settlement contemplates entry of an order (submitted concurrently herewith) which approves the Settlement and dismisses the Action with prejudice.

25. PAGA settlement of \$88,080.00 is more than fair, reasonable, and adequate settlement due to the above-described circumstance, especially considering the strong possibility there would be no recovery without this settlement. Even if Plaintiff was to prevail on the underlying claim, he would face the potential of discretionary reduction of maximum penalties by the Court and reported cases.

26. Grochow Law, APC ("GL") is the PAGA counsel, and seeks a fee award calculated as a percentage of the total value of the settlement for successful prosecution and resolution of all existing claims. Since early February 2024, two attorneys from GL have worked on this matter for the past 12 months, with a lodestar of over 45 hours for me (12 + years as a practicing attorney in the state of California with an hourly rate of \$795.00) and over 15 hours for attorney Daniel M. Kalinowski (10 + years of practicing attorney in the State of California with an hourly rate of \$650.00). These are reduced rates to those of the Laffey Matrix (for attorneys of like experience and years of practice in the Los Angeles County). The represented working hours include the time spent with client, preparation of the file, drafting and filing of the complaint, amending and filing Complaints, meet and confer between counsel, submittal of PAGA letter and amendment thereto, follow up with client regarding status, review and analysis of the produced data, communications re follow up production, settlement negotiations, preparation and participation at mediation, drafting settlement papers, review of the terms with the client, as well as preparation of the approval papers.

27. Both California State and Federal Courts have recognized that an appropriate method in determining an attorney fee award may be based on the percentage on the total value of the benefits conferred by the settlement. *Serrano v. Priest* (1997) 20 Cal. 3d 25, 34 [*Serrano III*]; *Boeing Company v. Van Gemert* (1980) 344 U.S. 472, 478; *Vincent v. Hughes Airwest, Inc.* (9th Cir. 1977) 557 F.2d 759, 769.

29. The Common Fund Doctrine is predicated on the principle of preventing unjust enrichment. When a litigant's efforts create or preserve, or generate a fund from which others derive benefits, he may require the passive beneficiaries to compensate those who created the fund. Both California State and Federal Courts have embraced this Doctrine. *Serrano III, supra*, at 35; *Vincent, supra*, at 769. Since *Serrano III, supra*, there has been a ground swell of support for mandating the percentage of the fund approach in common fund cases. Both State and Federal Court have found the percentage approach preferable to the Lodestar because; (1) it aligns the interest of counsel and absent parties (PAGA Counsel and the LWDA here); (2) it encourages efficient resolution of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the demand on judicial resources. *In re Activision Sec. Litig.* (N.D. Cal. 1989) 723 F Supp. at 1378-79.

30. I submit the PAGA settlement is fair, adequate, reasonable, and so too are PAGA Counsel's fees and costs. It is respectfully requested by this Court to enter Order in accordance.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 18, 2025, at Aliso Viejo, California.

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EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Joan S. Walter (“Plaintiff”) and defendants Capo Beach Healthcare, LLC (“Capo”) and Valley Post-Acute and Rehab, LLC (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging individual wage and hour violations, FEHA and PAGA claims against Defendants captioned *Joan S. Walter v. Capo Beach Healthcare, LLC*, Orange County Superior Court Case No. 30-2024-01409294-CU-WT-CXC, initiated on June 24, 2024.
- 1.2. “Administrator” means, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means Plaintiff and all other individuals who are or were employed by Defendant and who worked at least one shift in California from July 1, 2023 through December 31, 2024.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Capo’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. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means Leticia M. Kimble and Sharlynn M. Mate of the law firm of Jackson Lewis P.C.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$88,080.00 which is the total amount

Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Lauren E. Grochow and Daniel M. Kalinowski, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from July 1, 2023 through December 31, 2024.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's February 12, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

- 1.23. “Plaintiff” means Joan S. Walter, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released by the Aggrieved Employees and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendants and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.27. “Service Payment” means the payment to Plaintiff for initiating the Action and providing services in support of the Action.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. “Defendants” or “Defendant” means named Defendants Capo Beach Healthcare, LLC and Valley Post-Acute and Rehab, LLC.

2. RECITALS.

- 2.1. On June 24, 2024, Plaintiff commenced this Action by filing a wage and hour, PAGA and FEHA Complaint alleging causes of action against Defendants for: Retaliation Cal. Lab. Code § 1102.5; Retaliation Cal. Lab. Code § 6310; FEHA Discrimination; FEHA Harassment; FEHA Retaliation; Failure to Prevent Discrimination and Harassment; Wrongful Termination; Failure to Provide Meal Periods; Failure to Provide Rest Periods; Failure to Pay All Wages Earned; Failure to Provide Accurate Itemized Wage Statement; Waiting Time Penalties; Failure to Produce Payroll Records; Failure to Produce Personnel File; Failure to Reimburse Business Expenses; Breach of Contract; Unfair & Unlawful Business Practices; Declaratory & Injunctive Relief; and Violation of the Private Attorneys General Act. Defendants deny the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. The Parties agreed to explore resolution through private mediation and scheduled a mediation with Barry Appell for November 21, 2024. The Parties were able to reach a settlement agreement for the Plaintiff’s PAGA claims only. The terms of the Parties’ settlement of Plaintiff’s PAGA claims only are memorialized herein.
- 2.4. Prior to negotiating the Settlement, Plaintiff obtained, through informal discovery, Plaintiff’s data points regarding the number Aggrieved Employees and the aggregate

number of pay periods and shifts worked by the Aggrieved Employees.

- 2.5. Defense Counsel represent that an existing pending matter entitled *Dollygrace Ramirez v. Capo Beach Healthcare, LLC* may be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$88,080.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$29,360.00 and PAGA Counsel Litigation Expenses Payment of not more than \$2,390.80. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment as part of Plaintiff's motion for approval of PAGA Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,300.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,300.00, the Administrator will retain the remainder in the Net Settlement Amount.

- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

\$38,420.00 to be paid from the Gross Settlement Amount, with 75% (\$28,815.00) allocated to the LWDA PAGA Payment and 25% (\$9,635.00) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$10,855.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.4. To Plaintiff: A Service Payment of \$5,000.00 to be paid to Plaintiff from the Gross Settlement Amount as the representative in this Action, in addition to any Individual PAGA Payment the Plaintiff is entitled to. Defendant will not oppose Plaintiff's request for Service Payment that does not exceed this amount. If the Court approves a Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 209 Aggrieved Employees who worked a total 2,936 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 20 days, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' 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. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check 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.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount, the Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that

were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

Plaintiff's individual claims asserted in the Action are expressly excluded from this release. This Agreement does not pertain to those individual claims.

5.2 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's PAGA Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on

behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant 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, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Atticus Administration, LLC to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 209 Aggrieved Employees who worked 2,936 Pay Periods during the PAGA Period. In the event, the total aggregate Pay Periods worked by the Aggrieved Employees is 5% more as of the hearing on Plaintiff's Motion for PAGA Approval, than the 2,936 of which PAGA Counsel were informed prior to execution of this Agreement (i.e., 3,083 or more total Pay Periods), then Plaintiff will have the right to void this Agreement unless Defendant agrees to proportionally increase the Gross Settlement Amount to account for Pay Periods beyond 2,936.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 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,

the Service Payment, and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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 shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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 and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 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, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 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, and approved by the Court.
- 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 Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 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:

Grochow Law, A Professional Corporation
Lauren E. Grochow
Daniel M. Kalinowski
lauren@grochowlaw.com
daniel@grochowlaw.com
33 Brookline
Aliso Viejo, CA 92656

To Defendants:

Jackson Lewis, P.C.
Leticia M. Kimble
Sharlynn M. Mate
leticia.kimble@jacksonlewis.com
sharlynn.mate@jacksonlewis.com
725 South Figueroa Street
Suite 2800
Los Angeles, CA 90017

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation, regarding the PAGA cause of action only, shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

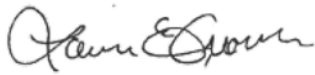
Joan Walter
Joan Walter (Jan 15, 2025 12:31 PST)

Joan S. Walter, Plaintiff

Moshe Frankel

Defendants CAPO BEACH HEALTHCARE,
LLC and VALLEY POST-ACUTE AND REHAB,
LLC

Approved as to Form:



Lauren Grochow, Counsel For Plaintiff



Leticia M. Kimble, Counsel For Defendants

EXHIBIT B

Atticus Administration, LLC
Chris Longley – CEO

**Jackson Lewis 209cm case
PAGA**

Prepared for

Sharlynn Mate | Attorney
Sharlynn.Mate@jacksonlewis.com
P: 213.630.8247

Jackson Lewis P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, CA 90017



ATTICUS
SMART | ACCOUNTABLE | BETTER

Class Action Administration

Estimate E2025-01-E02
Jackson Lewis 209cm case
PAGA

Prepared on January 3, 2025
By Chris Longley – CEO | Atticus Administration LLC

Estimate Summary

Atticus Services & Cost Description

NOTICE MAILING – Mailed First Class	\$0
<i>Not applicable</i>	
PROJECT MANAGEMENT, ADMIN FEES, TECHNICAL COMMUNICATIONS	\$1,150
	\$413
<i>PO box rental, objections</i>	Included
<i>IVR, 800#, live operators</i>	Included
<i>Correspondence</i>	Included
FUND, TAX, REPORTING	\$684
<i>Setup QSF, file annual tax returns</i>	Included
DISTRIBUTION	\$2,129
<i>Check printing, payment calculation & verification, bank fees</i>	Included
<i>Discount</i>	(\$976)

TOTAL: **\$3,400**

PRINT NAME

Client Signature

By signing above, I understand and agree to the pricing terms and services to be provided by Atticus Administration for the stated project.

PLEASE NOTE: This estimate and pricing is for the services stated herein and is valid for 30 days from the date of the estimate. If the Settlement Agreement or other service scope document(s) require additional services not included or priced in this estimate, we will separately price those scope changes and submit an updated quote prior to proceeding with the work.

Key Assumptions

- Aggrieved Employees:
209 individuals, PAGA case.
- No separate noticing.
- 1-page cover letter to accompany checks (English only).
- Data review, cleansing and preparing file for mailing; including NCOA, and new address searches (skip-tracing).
- Communications includes, dedicated 800#, IVR, live operators.
- All requested declarations included.
- PAGA payments to all individuals.
- Tax reporting will consist of 1099's.

OPTIONS:

- Assuming a 1-page PAGA notice to accompany the check, translation of this notice to Spanish adds \$100.

ROLE

Date

Payment Terms:
100% payable PAGA distribution



Detailed Budget

Atticus Services & Cost Description

DESCRIPTION		UNITS	SUBTOTAL
NOTICE MAILING (not applicable)		209	Agg. Employees
PROJECT MANAGEMENT		9	Hours
TECHNICAL SET UP (includes project kick-off)		1	Hours
COMMUNICATIONS			\$413
Telephone (Setup, Monthly Fee)		6	Months
Telephone (Messages, Voicemail, IVR, Live Operator Support)		6	Months
PO Box (Setup, Monthly Fee)		6	Months
FUND, TREASURY & TAX REPORTING			\$684
Establish QSF		1	Hours
Tax Reporting (Prepare and File, Annual Fund Return, 1096 Tax Forms)		4	Hours
Mail 1099's No Postage - Mailed with Check		0	Mailed Forms
Print 1099's		209	1099's
DISTRIBUTION (Payment Calculations & Reporting)			\$2,129
Check and Cover Letter (Design, Review, Finalize) 1 Page		2	Hours
Payment Data (Calculate, Verify Payments)		2	Hours
Payment Reports (Preparation, Reconciliations)		4	Hours
Check Printing (Print Setup, Printing, Mail Prep)		209	Printed Checks
Check Mailing Postage (will be 1x mailings)		209	Mailed Checks
Check Undeliverable Mail (Receipting, Cataloging, NCOA, Remailing)	3.0%	6	Pieces
Bank Fees (Account Setup, Monthly Fee)		9	Months
DATA STORAGE		n/a	\$0
Discount			(\$976)
		TOTAL	\$3,400

Operating Assumptions

- Aggrieved Employees:
209 individuals, PAGA case.
- No separate noticing. Distribution includes 1-page explanatory letter to check recipients (English only).
- Data review, cleansing and preparing file for mailing; including NCOA, new address searches, and skip tracing if required.
- Communications includes, PO box, mail correspondence, 800#, IVR, and live phone operators.
- Project management assumes 10 hours at a blended rate of \$115 per hour. Includes summary reporting on a weekly basis and all requested declarations.
- Qualified Settlement Fund assumes 9 months. Price includes tax reporting both state and federal returns and bank fees.
- All Aggrieved Employees receive a PAGA check along with explanatory letter and tax document.
- Uncashed checks cy pres or escheat to Unclaimed Property Fund.
- Disbursement includes positive pay "anti-fraud" features.

Thank you



Chris Longley – CEO

612-315-9007 (Direct)

651-755-2552 (Cell)

clongley@atticusadmin.com

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St. Paul, MN 55120

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Aliso, Viejo, CA 92656
Tel: (949) 506-1494

Attorneys for Plaintiff
JOAN S. WALTER

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

JOAN S. WALTER, an individual on behalf
of her and the STATE OF CALIFORNIA, as
Private Attorney General,

Plaintiff,

vs.

CAPO BEACH HEALTHCARE, LLC;
VALLEY POST-ACUTE AND REHAB,
LLC, a California Limited Liability
Company, and DOES 1 through 20, inclusive,

Defendants.

CASE NO. 30-2024-01409294-CU-WT-CXC

**DECLARATION OF BRYN BRIDLEY
RE QUALIFICATIONS OF ATTICUS
ADMINISTRATION**

I, BRYN BRIDLEY, hereby declare as follows:

1. I am the Vice President of Business Development at Atticus Administration, LLC (“Atticus”). My business address is 1295 Northland Drive, Suite 160, Mendota Heights, Minnesota 55120. My telephone number is (612) 383-2505. I am over twenty-one years of age and am authorized to make this declaration on behalf of Atticus and myself.

2. Atticus was founded in 2016 by a team of legal, financial, digital marketing professionals and brand managers in order to provide innovative and cost-effective notice campaigns and claims administration services to the class action legal sector. Prior to joining

1 Atticus over six years ago, I held project and initialization manager positions at two nationally
2 recognized claims administration companies. I have worked in the settlement administration
3 industry for more than 18 years and am familiar with areas of the administration process.

4 3. Atticus provides services in class action settlements involving, inter alia, antitrust
5 consumer fraud, financial services, data breach, insurance, civil rights, and employment wage
6 and hour, PAGA, and FLSA collective actions, as well as class certification, Belaire West
7 notifications and CAFA Notices. Atticus' core competencies include pre-certification mailings,
8 notice dissemination, claim form processing, validation, and anti-fraud detection, data
9 preparations and management, accounting services, class member communications, award
10 calculations, tax reporting, qualified settlement fund management and award distribution.

11 4. Since its inception, Atticus has provided administrative services in over 1,200
12 class, collective and PAGA settlements and has disbursed approximately \$1.47 billion in
13 settlement funds. Collectively, the founders and employees of Atticus have administered over
14 3,000 settlements and have dispersed over \$3 billion in settlement funds. Atticus' curriculum
15 vitae is attached to this declaration as **Exhibit A**.

16 5. Typically, Atticus will send direct mail notice to class or collective members or
17 PAGA awards to aggrieved employees when they are known, as per the Federal Judicial
18 Center's, *"Judges' Class Action Notice and Claims Process Checklist and Plain Language*
19 *Guide," 2010*. Based on my experience, delivery rates for such plans can be anywhere from
20 64% to 98% depending on the age of the data file, the demographic profile of recipients, and
21 the amount of cleaning performed on the list prior to mailing.

22 6. With the Court's approval in this matter, Atticus will send PAGA awards and an
23 accompanying cover letter to the last known address of each aggrieved employee via U.S. first
24 class mail. Prior to mailing notice, Atticus will review the employee data and work with counsel
25 to resolve any discrepancies in the file's content. The final data will be processed through the
26 National Change of Address database maintained by the United States Postal Service ("USPS").
27 This process provides address updates for anyone in the data file who has filed a change of
28 address postcard with the USPS anytime in the past four years.

1 7. Payments that are returned as undeliverable are processed, skip-traced and
2 remailed on an ongoing basis. Atticus has access to a variety of tools for skip-tracing purposes
3 to find addresses for undeliverable records that do not have forwarding information. These tools
4 include professional services like Experian or IDI to locate aggrieved employees with
5 undeliverable address records. More extensive and in-depth manual tracing through services
6 such as Experian or IDI can also be utilized, and in some instances, Atticus will hire a
7 professional firm to assist in locating missing aggrieved employees. Until Atticus reviews the
8 data for this matter, we do not know the extent of the locality efforts required to reach the
9 aggrieved employees.

10 8. Atticus has agreed to administer the above captioned case for \$3,400. If the scope
11 of work increases or decreases significantly, Atticus will notify the partis and request approval
12 of an adjustment. The fee includes all normal costs to administer a PAGA settlement, including
13 the data and mail preparations described above, payment calculations, qualified settlement
14 account management, tax reporting, aggrieved employee communications, and project
15 management.

16 9. Atticus maintains insurance with AAA rated insurance carriers for professional
17 liability and cybersecurity. Atticus warrants the work performed on all errors and omissions, on
18 all projects, including PAGA distributions, without additional charges to our clients.

19 10. Atticus takes its obligation to secure its information systems and to protect the
20 privacy of client data received for received for all administrative matters very seriously. A copy
21 of Atticus' *Data Security Information & Privacy Policy* that outlines the standard operating
22 procedures for the handling of data collect, storage, and use is attached to this declaration as
23 **Exhibit B.**

24 11. Further, I attest to the fact that Atticus has no independent financial relationship
25 with the parties to this matter or any known or potential conflicts with any of the aggrieved
26 employees in this matter.

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1 I declare under penalty of perjury under the laws of the United States of America
2 and the state of California that the foregoing is true and correct to the best of my
3 knowledge. Executed on this the 18th day of February 2025 in St. Paul, Minnesota.
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6 A handwritten signature in black ink, appearing to read 'Bryn Bradley', is written over a faint, larger signature. The signature is stylized with loops and horizontal strokes.
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EXHIBIT A

CURRICULUM VITAE

About Atticus Administration LLC

Founded in August 2016, Atticus has administered over 1200 settlements and has distributed more than \$1.47 billion in award payments. Collectively, the Atticus team has over 125 years of industry experience, has managed over 3,000 settlements, and has distributed more than \$3 billion. Below is a partial listing of our cases, and the cases that our team has managed during their careers.

Partial Listing of Atticus' Current Cases and References

Shahno v Pendry	
AAFCU GAP Interest Settlement	2020CV32226
Abdul-Ahad v Associated Courier, Inc (Street Fleet)	0:20-CV-00607-PJS-HB
Abrams v Savannah College of Art & Design (SCAD)	
Acevedo v Southwest Airlines	1:16-cv-00024-MV-LF
Ahmed v Beverley Hills Rehabilitation Services	2:16-cv-01747-WBS-KJN
Alvechurch v Suburban [PAGA]	
Ali v Sutter Valley Medical Foundation	34-2017-00217486
Allard v Med Impact	
Allianz Life Ins Co Class Cert	27-CV-17-15118
Altamirano-Santiago v Better Produce Inc Class Cert	Civil Action 2:19-cv-3964
Altamirano-Santiago v Better Produce Settlement	2:19-CV-3964-DDP
Alvarez v AutoZone	CIVDS1416344
Amaya v Eagle Tech Manufacturing	17CV02862
Amaya v Eagle Tech Manufacturing Cert	17cv02862
AMEX Data Breach	
Amezcuca Peregrina v SEAM Group	1:20-cv-01032-SO
Anderson v The Cellular Connection	2021-CA-007204-AXX
Andrade v Caltech	VCU 266410
Andrade v ESMI	CIVD82023816
Andrews v Prestige Care, Inc.	2:18-CV-00378-JAM-KJN
Arnold v Edwin Trucking	20TRCV00191
Arrieta v Genentech	21-CV-05353
Ashe v Farmers Insurance Group	18STCV00453
	VCU238439-Class VCU243327
Astorga v Bosman Dairy	Consolidated
Athan v US Steel Corporation	2:17-cv-14220
Atlanta Hawks FACTA	2017CV288354
Avilez v Full Steam Staffing	
Ayala et al v Olson Brothers Ranchers	17-2-01046-1
Baca v Two Jinn	37-2020-00000922-CU-OE-CTL
Baldwin v RHP Properties	1881-CV-849
Barragan v Natrol	56-2022-00567731-CU-OE-VTA
Bassett v Vons	RG20082630



Baylog v Hash Flare	2:18-CV-03043-DDP-PLA
Beamon v Event Merchandising Inc	BC683325
Bean v Lewis Boats	1811-CC01173
Beato v Elite Rooter PAGA	21stcv16493
Baudette v McDonough (VA Caregiver Program)	CAVC-20-4961
Begley v JK Enterprise (Cabaret II)	3:21-cv-01031-yy
Bejines-Gonzalez v So Valley Fruit & Vegetable Inc	7:19-cv-55-HL
Bell v MCSC	17-003861-CZ
Benefield v Springco Metal Coatings	1:17-cv-00918-DCN
Bennett v Alorica INC	30-2018-00997257-CU-OE-CXC
Bennett v Dart	
Benton v NorCal In Alliance	
Bernier v AT&F	1:21-cv-1302
Berthiaume v Allianz Life	27-CV-17-15118
Best v Twin Inc	ESX-L-8062-16
Bethmann v Roberts (St. Charles County Coop)	1711-CC01263
BF-Biscomerica-0814	
Bice v Vensure HR	STK-CV-UOE-2016-1264
Phan v. Big Saver Foods FACTA	BC636343
Bilberry v Hardy Window Co.	30-2019-01065525-CU-OE-CXC
Birbower v Quorn Foods	2:16-cv-01326-DMG
	GJH-21-2240 US District Court, District of Maryland
Biscardi v GEICO 216b Notice	1:18-cv-00545
Blackburn v APTIM	NO. 2:17-cv-05578-RBS
Blufstein v Michael's Family Restaurant	
BMC West case	
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Vargas v SkySkopes, INC	56-2020-00544196-CU-OE-VTA
Vega v Bar VP Dairy	269713
Vela Cruz v AG Transport	
Velasquez v Stater Brothers Ranch	
Velasquez v Vantec Hitachi Transport	20STCV20016
Velleman v WCU	C.A. No. 1681-CV-03110
Velazquez v SMD	
Viesse v Tacoma Screw	2:16-cv-01026-JCC
Velshis-Bautista v. Brewster Heights DBA Gebers	18-2-00253-24
Villafan v Broadpectrum	3:18-cv-06741-LB
Villanueva v Custom Orchard, Inc	
Vinnitsky v LA Overnight	
Wa v Safeway Inc	RG20075295
Wade v American Directions Research (ADRG)	194251
Wade v Furmanite American	3:18-cv-433
Wakefern (data verification project)	NA
Wall v AshBritt	3:15-cv-08982-PGS-TJ
Wall v HP, Inc	30-2012-00537897-CU-BT-CXC
Wallack v AT&T Mobility	CIVSB2117915
WAM PAGA case	
Ward v Tilly's Inc.	BC595405
Ward v YRC Freight	19-2-28259-2 KNT
Warsame v Metropolitan Transportation Network (MTN)	20-cv-01318 ECT/ECW
Waters v Pizza to You	3:19-cv-372
Waters v Pizza to You Cert	3:19-cv-372
Watkins v Pressler Pressler	
Watts v TRL Systems [PAGA]	
Wazwaz v Hematogenic Laboratory Services, LLC	2021-CH-5893
Webb Santiago v AT&T Mobility	
Webb v City of Maplewood	4:16-cv-1703
Webb v City of Maplewood Cert	4:16 CV 1703 CDP



Wegner v Carahsoft	PJM 20-00305
Weirbach v The Cellular Connection	5:19-cv-05310-JDW
Wellinger v Live Nation	19STCV04397
Wesco Aircraft Hardware Corporation Settlement	
West v Bam! 216b Cert	1:22-cv-00209-DHU-JHR
White v Wesco Aircraft Hardware Corp	BC658654
Whitney v Cook County	18-cv-4475
Wicks v Title Loan Company DBA The Loan Machine	17SL-CC02673
Wilk v Skechers	5:18-cv-01921
Williams v Equitable Acceptance Corporation	18-CV-07537 (NRB)
Williams v Sake Hibachi Sushi & Bar	3:18-CV-0517-D
Wilson v Peckham	
Winkel v JH Steak	20-2-04853-4-SEA
Winsor v TBD Pizza	
Womack v Superior Energy Services	7:19-CV-00074
Wood v Athens-Clarke County	3:14-CV-00043-CDL
Xcel Health Settlement	
Ybarra v SIP 401K	8:17-cv-02091-JVS (Ex)
Ylvisaker v Clarkson Eyecare LLC	17SL-CC02089
Youmans v CPS	19EV001823
Young v Chieftain Coating	20-cv-10520
Zaldivar v. Moulton Logistics	19STCV12250
Zambrano v Strategic Delivery Solutions 216b	15-cv-8410 (ER) ED NY
Zamudio v Underground Rocket	
Zamora v Walgreen Co	114CV269810
Zollicoffer v Gold Standard Eagle v Vee Pak	13-CV-1524 (GSB) 12-C-9672 (Vee Pak)
Zollicoffer v MVP	16CV11086

Partial Listing of Cases Managed at Dahl Administration

Bokusky v. Edina Realty, 3:92-cv-00223

Sun Country Employee Litigation

Dupont Chemical Pollution Litigation

Haight v Bluestem Brands, Inc. -TCPA, No. 13-1400 (M.D. Fla.)

Dugan v TGIF-Wage and Hour/FLSA ,

Dunkel v Warrior Energy-Energy-Wage & Hour

Shelby v Miller Investment Group-Consumer Finance

Salas v Watkins Manufacturing-FLSA

Dull v IPS-Energy Sector Wage & Hour

Wallach v FFG-TCPA

Bourgeoisie v City of Baltimore-Consumer Fees

Brown v Alley-FLSA

Turner v ACD-Wage & Hour



Villa v San Francisco 49'ers-Consumer Fees

Thomas v Solvay

Reid v Unilever-Mass Tort

Zeller v PDC Corporation-FLSA

Murr v Capital One-Consumer Fraud

Redman v City of Chicago- FACTA

Ernst v Sterling-Dish Case-Consumer Fraud

Ott-Publix-FLSA

Ellsworth v US Bank-Consumer Finance

Vidra v Midland Financial-Consumer Finance

Vu v Performance Recovery

Freeman v Berkeley Packaging-FLSA

Martin v JTH-TCPA

Walker v Core Power Yoga-Wage & Hour

Froberg v Cumberland Packaging-Stevia in the Raw Settlement-1:14-cv-00670

Debarsekin v L2T-FLSA & Wage and Hour

Gay v Tom's of Maine-False Labeling, 0:14-cv-6060004-KMM

Templeton Rye -False Labeling

Belardes v Farm Fresh to You-FLSA

Tin Cup Settlement-False Labeling

Johnson v Scan SAT-Medical Billing Data Breach

Garcia v EJ Amusement-FLSA and Wage & Hour

Doran v Forever Grand Vacations-Consumer Fraud- Time Share

Velasco v Chrysler Corp-Recall

Covell v Sleep Train-Wage & Hour

Torres v Kwon Yet Lung-FACTA

Redman v IMAX-FACTA

In Re Motor Fuel- Hot Fuel Case- Consumer Fraud, MDL No. 1840, 07-md-1840-KHV

Haight v Bluestem-TCPA

Martin v JTH-TCPA

In Re Target Data Breach-Financial Institutions



ATTICUS MANAGEMENT TEAM

Chris Longley, Co-Founder and CEO – Former CEO of Dahl Administration, a nationally recognized Claims Administration Company. Licensed Attorney (retired in-active status), admitted to practice Minnesota, 8th Circuit and United States Supreme Court.

During Chris' tenure at Dahl, he successfully managed, more than 300 class and collective action settlements, including some of the highest profile cases in the last few years, including *In Re Motor Fuel* (Hot Fuel) MDL No: 1840, Case No: 07-md-1840-KHV, an all- digital notice campaign with over 160 mm class members in 36 states and US Territories, and the *Target Data Breach*- Financial Institutions Settlement, Case No. 0:14-md-02522-PAM.

Chris co-founded Atticus Administration LLC, in August 2016. Since its inception, Atticus has administered over 1100 settlements and has distributed more than \$1.34 billion in award payments.

Chris and his team, have extensive experience in all matters of notice campaigns, including class certification notices, CAFA notices, WARN notices, ISO notices, Belaire West Notices, 216(b) notices, as well as other complex notification projects on an as need basis.

Chris is the author of *"Internet and Electronic Notification Methods for Rule 23: How to Enhance Reach, Conversion, Real Time Analytics to Reduce Administrative Costs"*, published in 2016.

Chris is currently the membership chair of the American Bar Association's Consumer Litigation Committee and Class Actions & Derivatives (CADS) sub-committee and is a frequent speaker on matters relating to complex notice procedures for class action settlements.

Prior to joining the class action industry, he served for 11 years in the private equity industry focusing on telecommunications companies and company acquisitions. He has been a founding member in 14 start-up companies during this same period.

Prior to that experience he was a practicing attorney in Minneapolis, Minnesota. Chris was named *"40 under 40"* by the *City Business Magazine* in 2001, and a *"Power Lawyer"*, by *Law and Politics Magazine*. He practiced law for the Minneapolis law firm of Hessian, McKasy & Soderberg, LLP prior to launching his business career.

Chris graduated from William Mitchell College of Law and the University of St. Thomas, and currently splits his time between St. Paul, Minnesota, and New York city.

Bryn Bridley, VP of Business Development – Bryn has over 19 years of Project Management experience within the industry, having worked with two large Settlement Administrators, Rust Consulting and Dahl Administration. Bryn's past claims administration work included the day-to-day activities of several high- profile consumers, employment and other types of cases. Bryn is a member of the Consumer Litigation Committee and Class Actions & Derivatives and The Woman Advocate sub-committees of the American Bar Association.



Ann Linton, Director of Project Management – With over 15 years of Industry experience, Ann worked as a project manager previously at Dahl Administration prior to joining Atticus as a project manager in 2018. A favorite of many of our customers, before being promoted to the director level, she concentrated her efforts on some of our more complex matters, including many mass arbitration cases, as well as many of our high-profile consumer fraud matters.

Milena Higgins, Director of Information Technology – Milena Higgins is a technology leader with a long history of innovation in the legal field. She has a proven track record of innovation, including developing groundbreaking testimony intelligence software and automated intellectual property tools. Her expertise in process improvement and efficiency has consistently driven operational excellence, ensuring exceptional service for law firm clients. Milena holds a Ph.D. in physics and a M.S. in Management of Technology from the University of Minnesota.

Jim Hardy, CPA (Inactive), Co-Founder and CFO – Prior to co-founding Atticus, Jim held finance leadership positions over a twenty-year period in a variety of industries (contract manufacturing - implantable medical devices, sheet-fed printing, and commodity trading) where the wide-range of responsibilities and challenges from these experiences has enabled him to develop a versatile set of finance, administrative and operations skills.

Mike Gelhar, Practice Director, Employment & Treasury – Mike brings over 20 years of payroll experience in the employment law practice area. Along with his payroll knowledge, Mike is also bringing his work experience as he managed the processing and settlement distributions of one of the nation's largest Labor and Employment administrators. These cases ranged from a few hundred claimants to over 700,000 claimants in all 50 states, including Puerto Rico.

EXHIBIT B

Data Security & Information Privacy

Approved Date	November 13, 2024
Approved By	Director of Information Technology – Joel Prest; CFO, COO – James Hardy
Effective Date	November 8, 2024
Current Version	8.0

I. Overview

Atticus Administration, LLC (“Atticus”), in fulfilling the requirement as a third-party administrator under the terms of a court order and/or settlement agreement for specific court class action cases, is required to encrypt data considered {PROTECTED} or {RESTRICTED} including, but not limited to: Personally Identifiable Information (PII), Protected Health Information (PHI), credit card numbers, passwords, intellectual property, budget or contract proposals, legal correspondence and research and development information. This document contains policy and technical controls pertaining to Data Security and Information Privacy in order to protect the confidentiality and integrity of client data, protected data, or restricted data.

II. Scope

This policy applies to all company employees, temporary employees, contractors, consultants, vendors, service providers, partners, affiliates, third parties or any other person or entity authorized to utilize Atticus Administration’s information system resources. Accordingly, this policy also applies to all information systems, hardware, software, applications, network devices, data, media, and paper files at Atticus Administration and any approved third-party facilities.

III. Roles and Responsibilities

Name	Role	Responsibility
James Hardy	CFO, COO	Data Protection Officer
Joel Prest	Director of IT	Privacy Manager; Incident Response Manager
Veracity	MSP	IT Infrastructure Management; Software Patching
Target Defense	MRSP	Level 1 SOC; Managed Detection and Response

IV. Policy

1. Data Governance

Atticus is committed to protecting and safeguarding the data that it collects and recognizes this data as a critical asset. Atticus maintains a tiered data governance structure, managed by the Director of Information Technology and enforced by Atticus executive leadership, that governs individual Users access to data. This governance structure is further maintained through enforced processes, standards, and procedures to ultimately ensure appropriate use of data and/or management of data.

2. Internal Use of Data

Any client data and class member data records that Atticus collects, and stores are used only to fulfill Atticus' requirement as a third-party administrator under the terms of the Case Court Documents. This information is only available to Users as set forth by Atticus' tiered data governance structure.

3. External Use and Disclosure of Data

Atticus follows the direction and instructions outlined in the Case Court Documents for handling class member data records. All sensitive and non-public client data, class member data, and information for a case that is provided to Atticus, is the property of Atticus and may not be shared, used, or otherwise communicated outside of Atticus or outside the scope of the project. In cases where a contractor partner is used, only those who have been approved and authorized by Atticus management and have a privacy policy (or data security policy) consistent with Atticus' Data Security & Information Privacy Policy are allowed to be used.

4. Data Collection and Retention

Electronic transmission, delivery or receipt of sensitive data is only permitted using SFTP technology. Delivery or receipt of hardcopy sensitive data is only permitted using the US Mail System or a courier as approved by Atticus management. Atticus complies with all state and federal regulations that apply to data security. Once a case has closed, Atticus will destroy all hardcopy documents containing sensitive data within twelve months. Regarding all electronic case data (including sensitive data), Atticus maintains this data for up to five years following the closure of the case. In the event Court Case Documents specify unique data retention/return requirements, those requirements shall prevail over Atticus' standard retention/return policy.

5. Computing Devices and Access to Atticus Information Database and Network

Only Atticus IT approved devices may be used to access Atticus' information database and network. All devices must be protected with an employee's user access level systems username and password required at the time the device is powered on.

Access to database and network information must be authenticated using two-factor authentication.

Sensitive data shall not be stored on the device. However, in the event there is no alternative to device storage, all sensitive data must be encrypted with password protection. Atticus prohibits the use of public cloud storage for any client specific data.

Unattended devices must be logged out and locked when unattended, and additionally configured to automatically be logged out of and screen locked after 10 minute or more of inactivity.

All devices that access Atticus' information database and network infrastructure shall have active and up-to-date anti-malware and firewall protection.

6. Data Classification

Atticus Administration classifies sensitive information as {PROTECTED} or {RESTRICTED} depending on the sensitivity type. All data containing sensitive information must be properly transmitted and encrypted in accordance with Atticus Administration's data encryption standards. Atticus maintains an inventory of all systems where client or sensitive data is stored. The client and sensitive data includes, but not exclusive to:

- Personally Identifiable Information (PII)
- Protected Health Information (PHI)
- Credit Card Numbers
- Passwords
- Intellectual Property
- Budget or Contract Proposals
- Legal Correspondence
- Research and Development Information

7. Data Encryption Standards

a. Cryptographic Control Use

Cryptographic controls must be utilized for sensitive information classified by Atticus Administration as {PROTECTED} or {RESTRICTED} including, but not limited to: Personally Identifiable Information (PII), Protected Health Information (PHI), credit card numbers, passwords, intellectual property, budget or contract proposals, legal correspondence, and research and development information.

All encryption mechanisms utilized by Atticus must be authorized by the Privacy Manager before use.

Users must not attempt to utilize any form of cryptography, including, but not limited to, encryption, digital signatures, and digital certificates, which has not been approved and installed/implemented by an authorized agent of Atticus Administration.

The use of all encryption mechanisms must meet relevant regulatory and legal requirements, including any import/export restrictions or government requirements specific to the use of cryptographic software.

a. Cryptographic Control Standards

Cryptographic controls must only use secure cipher suites to protect data in transit and at rest. Any cipher suites that are considered vulnerable or deprecated through cybersecurity intelligence, reputable industry standards publishers (such as NIST), or flagged as a finding through vulnerability scanning are prohibited from use. The Data Protection Officer has final authority to approve or deny the use of any cipher suites or cryptographic control implementations on an as-needed basis.

b. Encryption in Transit

All sensitive information classified by Atticus Administration as PROTECTED or RESTRICTED including, but not limited to, PII, PHI, credit card numbers, passwords, and research and development information, must be encrypted when transmitted externally to or from Atticus Administration's information system boundaries. Access to protected or restricted data stored on Atticus Administration's servers must be done through secure, encrypted communications protocols such as TLS 1.3 (EDH or DHE) and TLS 1.2 (ECDHE with DHE as a fallback).

c. Encryption at Rest

All sensitive information classified by Atticus Administration as PROTECTED or RESTRICTED including, but not limited to PII, PHI, credit card numbers, and passwords, must be encrypted at rest using Full Disk Encryption technology or Virtual Disk Encryption. When feasible, hardware-backed encryption must be utilized over software encryption.

Atticus Administration requires IT endpoints that could store or transmit sensitive data to utilize Full Disk Encryption or Azure Server-Side Encryption (SSE).

In addition, Atticus Administration may implement File-based encryption for sensitive files at-rest on a per-client basis to provide additional data protection.

8. Key Management Standards

Atticus Administration utilizes Azure Key Vault with HSM-backed (hardware security module) Customer Managed Keys (CMK) for Server-side Encryption (SSE) in accordance with Microsoft's published guidance for secure best practices. Accordingly, all data on the servers is encrypted using 256-bit AES and is FIPS 140-2 compliant.

Atticus Administration partners with a Managed Service Provider (MSP) to restrict access to the Azure Key Vault so that only the small number of staff requiring access for job duty or function with Infrastructure Management and Configuration are given access to keys.

9. Data Backup and Recovery

Atticus Administration partners with a Managed Service Provider (MSP) for administration of automated data backups for critical servers and IT infrastructure.

10. Breaches in Security and Privacy Violation

Breaches in security, whether actual or suspected, must be reported immediately to the Incident Response Manager. The Incident Response Manager and executive management will execute Atticus Administration's Incident Response Plan to assess the breach for scope and severity and take appropriate action to mitigate and/or eliminate.

If the Incident Response Manager and/or executive management is made aware a User has failed to comply with Atticus' Data Security & Information Privacy Policy, they will identify and apply appropriate consequences to the User. The consequences may be as severe as termination of employment or termination of contract and/or further legal action. If there is a concern about a breach involving the Incident Response Manager, concerns should be immediately directed to the Chief Operating Officer.

If there is a data breach with a vendor/contractor, the contractor must comply with all applicable state and federal laws that require the notification to individuals (or other affected parties) in the event of unauthorized release of sensitive personal information or confidential data. Contractors must notify Atticus within 24 hours of the incident. Atticus reserves all rights to act under the terms of any applicable contract, including indemnification and/or termination of the contract.

V. Enforcement

Any User found to have violated this policy may be subject to disciplinary action. Such action may be as severe as termination of employment or termination of contract and/or further legal action.

VI. Distribution

This policy is to be distributed to all users.

VII. Policy History

Version	Date	Description	Approved By
8.0	11/13/2024	Policy Update	Joel Prest – Director of Information Technology James Hardy – CFO/COO
7.0	10/12/2023	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
6.0	10/12/2022	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
5.0	10/15/2021	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
4.0	11/10/2020	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
3.0	11/14/2019	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
2.0	11/5/2018	Policy Review	Joel Prest – Director of Information Technology James Hardy – CFO/COO
1.0	8/1/2017	Initial policy release	Mai Vang – Director of Operations James Hardy – CFO/COO

EXHIBIT C

SETTLEMENT ADMINISTRATOR LETTERHEAD

NOTICE OF SETTLEMENT

I. What is the Purpose of this Notice?

The purpose of this notice is to let you know that a representative action lawsuit was settled in the Superior Court of California for the County of Orange (the “Court”), and you are considered to be an PAGA Settlement Member for purposes of the settlement entitled Walter v. Capo Beach Healthcare, LLC et al., Orange County Superior Court Case No. 30-2024-01409294-CU-WT-CXC (the “Lawsuit”). In the lawsuit, Ms. Joan S. Walter pursued various claims against Capo Beach Healthcare, LLC and Valley Post-Acute and Rehab, LLC (“Defendants”) under Labor Code § 2698 et seq., the California Private Attorney General Act (“PAGA”), on behalf of aggrieved employees who worked directly for Defendant between July 1, 2023 through December 31, 2024 (“PAGA Settlement Members”).

II. What is the Position of Defendants on Settlement?

Defendants Capo Beach Healthcare, LLC and Valley Post-Acute and Rehab, LLC, views this settlement as a compromise, to which it has agreed in order to avoid the uncertainty of litigation. Defendants are not admitting to any allegations in the cases. In fact, Defendants denied and continue to deny that it has engaged in any unlawful activity, that it has failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Lawsuits.

III. Why Did I Get this Notice?

You received this notice because Defendants’ records identify you as a PAGA Settlement Member for purposes of the Lawsuit, and you are receiving the enclosed check as a result. Specifically, a “PAGA Settlement Member” is defined as follows: all current and former non-exempt hourly paid individuals who were employed by Defendants within the state of California who worked at any time during the period July 1, 2023 through December 31, 2024. The enclosed check is your share of the settlement. Your settlement amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. Funds attributable to any uncashed check will escheat to the California State Controller’s Office in the name of the PAGA Settlement Member’s name.

IV. What is the Effect of this Settlement on My Rights?

As a result of this settlement and your designation as a PAGA Settlement Member, you are releasing Released Claims (defined in this paragraph) against Defendants and all related parties. Upon the approval by the Court and non-objection by the LWDA of this Agreement, effective on the date the Court enters the order approving the settlement of the Lawsuit, you are releasing and will be barred from asserting or prosecuting claims on an individual basis, or on behalf of the State of California, for claims and/or causes of action for civil penalties and other relief available under the PAGA against the Released Parties that were or could have been pled based on any and all of the underlying alleged Labor Code violations, facts, and theories pled in the Allen PAGA Claim, and in the Amended PAGA Letter Alleged Violations, including but not limited to state wage and

SETTLEMENT ADMINISTRATOR LETTERHEAD

hour claims for any and all civil penalties under California's Private Attorneys General Act of 2004 based on the alleged Labor Code violations, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, including but not limited to the California Labor Code and the applicable Wage Orders.

V. Who Can I Contact if I Have Any Questions?

You can contact the Settlement Administrator, Atticus Administration, LLC, at [PHONE] to ask questions, provide updated contact information, or correct your employment information. The Settlement Administrator is an independent third party selected by Plaintiff and the Defendants, and approved by the Court, to send notice, process and issue checks, and administer the settlement. You may also contact the Attorneys for Plaintiff, Grochow Law, A Professional Corp., at (949) 506-1494 or contact Attorneys for Defendants, Jackson Lewis, P.C. at (213) 689-0404.

EXHIBIT D

EXHIBIT E

Subject: Thank you for submission of your PAGA Case.

Date: Monday, February 12, 2024 at 2:34:10 PM Pacific Standard Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY

To: lauren@grochowlaw.com

2/12/2024

LWDA Case No. LWDA-CM-1010584-24

Law Firm : Grochow Law, APC

Plaintiff Name : Joan Walter

Employer: Capo Beach Healthcare, LLC

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Subject: Thank you for your Amended PAGA Claim Notice Submission.

Date: Wednesday, May 22, 2024 at 2:35:49 PM Pacific Daylight Time

From: DIR PAGA Unit

To: lauren@grochowlaw.com

05/22/2024 02:35:29 PM

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

Item submitted: Amended PAGA Claim Notice

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT F

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1010584-24
Plaintiff for PAGA Case: Joan Walter
Filer/Attorney for PAGA Case: Lauren E. Grochow Esq.
Law Firm for PAGA Plaintiff: Grochow Law, APC
Employer: Capo Beach Healthcare, LLC
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Orange County Superior Court
PAGA Court Case Number: 30-2024-01409294-CU-WT-CXC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 02/05/2025 04:44:41 PM by Lauren Grochow	2025-02-05_Walter PAGA_Joint Stip and PO Settlement.pdf	2/6/2025 12:44 AM	Proposed Settlement
Amended Notice Submitted on 05/22/2024 02:35:29 PM by Lauren Grochow	2023-05-22_Walter adv Capistrano_Am LWDA PAGA Ltr.pdf	5/22/2024 9:35 PM	Amended Notice
Court Complaint Submitted on 07/09/2024 12:29:23 PM by Lauren E. Grochow	2024-06-24_Walter_Complaint (1).pdf	7/9/2024 7:29 PM	Court Complaint
PAGA Notice Submitted on 02/12/2024 02:33:59 PM by Lauren Grochow	2023-02-12_Walter adv Capistrano_LWDA PAGA Ltr.pdf	2/12/2024 10:34 PM	PAGA Notice
Proposed Settlement Submitted on 02/05/2025 04:44:41 PM by Lauren Grochow	2025-01-31_Walter_Fully-Executed PAGA Settlement Agreement.pdf	2/6/2025 12:44 AM	Proposed Settlement