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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 NORMA KARINA GARCIA;

13 Plaintiff,

14 v.

15 SANTA ANITA ASSISTED LIVING, LLC;
16 GOLDEN STATE HEALTH CENTERS, INC; and
17 DOES 1 through 20, inclusive;

18 Defendants.

Case Number: 24STCV14969

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT AND ENTERING
JUDGMENT;**

[PROPOSED ORDER;

19 Plaintiff NORMA KARINA GARCIA ("Plaintiff") and Defendants SANTA ANITA
20 ASSISTED LIVING, LLC; GOLDEN STATE HEALTH CENTERS, INC ("Defendants"), by and
21 through their respective counsel of record, hereby stipulate as follows:

22 **WHEREAS**, on or about March 4, 2024, Plaintiff by and through Plaintiff's counsel, sent a
23 notice to the California Labor Workforce Development Agency ("LWDA") and Defendants (the
24 "PAGA Notice") alleging that Defendants engaged in violation of the California Labor Code and
25 California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private
26 Attorneys' General Act ("PAGA");

27 **WHEREAS**, on or about June 14, 2024, Plaintiff filed a Complaint in the California Superior
28 Court for the County of Los Angeles entitled *Norma Garcia v. Santa Anita Assisted Living, LLC* (the
"Action") alleging individual employment claims;

1 **WHEREAS**, this Settlement is entered into by and between Plaintiff, on behalf of themselves
2 and “Aggrieved Employees” (defined below), on the one hand, and Defendants on the other hand, to
3 memorialize the essential terms of the settlement of Plaintiff’s representative claim asserted in the
4 Action.

5 **WHEREAS**, this Settlement becomes enforceable upon its execution by the signatories set
6 forth below. The Parties agree to enter into a long-form, Joint Stipulation for Settlement (or similar
7 long-form Settlement Agreement) that contains the terms set forth in this Settlement and more specific
8 information and procedures as required by law. Nonetheless, the Parties intend that the terms set forth
9 herein in this Settlement are fully enforceable by the Los Angeles Superior Court upon motion of any
10 Party.

11 **WHEREAS**, for purposes of Plaintiff representative claims under PAGA, and for purposes of
12 the Action (as defined below) and this PAGA Agreement, the alleged aggrieved individuals
13 (“Aggrieved Employees”) are defined by Plaintiff to be current and former non-exempt hourly
14 employees who worked at least one pay period, who worked for the Defendants in the State of
15 California during the PAGA Period. The PAGA Period is defined to be from April 10, 2023 through
16 the date this Court approves the settlement described herein (the “PAGA Settlement”) and enters
17 judgment pursuant to the terms of the PAGA Settlement (the “Approval Date”);

18 **WHEREAS**, Defendants vigorously dispute and deny the allegations and various causes of
19 action asserted in the Action, including, without limitation, Plaintiff’s and the Aggrieved Employees’
20 claim for civil penalties pursuant to PAGA;

21 **WHEREAS**, the Parties engaged in an informal exchange of documents and information. The
22 Parties have also conducted extensive independent investigation and evaluations of the claims and
23 defenses in this matter. Both Plaintiff’s counsel and Defendants’ counsel have significant experience
24 litigating and resolving the type of wage-and-hour claims alleged in the Action, including claims for
25 civil penalties under PAGA;

26 **WHEREAS**, according to the PAGA Settlement Agreement, Plaintiff’s “PAGA Released
27 Claims” are defined as any and all claims, rights, demands, liabilities and causes of action for civil
28 penalties under the PAGA asserted, or that could have been asserted in the Complaint, and/or PAGA

1 Notice, including but not limited to those under California Labor Code §§ 201, 202, 203, 204, 206,
2 206.5, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5, 450, 510, 512, 558,
3 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2802, and the California
4 Wage Orders, and a California Civil Code 1542 release as to those sections, that arose during the
5 PAGA Period, based on the factual allegations pled in the operative complaint. A true and correct
6 copy of the PAGA Settlement Agreement is attached hereto as **Exhibit A**, and its defined terms are
7 hereby incorporated by reference;

8 **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court review and
9 approve any settlement pursuant to PAGA;

10 **WHEREAS**, the Parties recognize that the issues presented in the Action are likely only to be
11 resolved with extensive and costly discovery, pretrial and trial proceedings, and that further litigation
12 will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential
13 benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome
14 inherent in any litigation;

15 **WHEREAS**, based on their own independent investigations and evaluations, the Parties and
16 their respective counsel are of the opinion that the settlement of the PAGA Claims on the terms set
17 forth in the PAGA Settlement Agreement are fair, reasonable and adequate and is in the best interests
18 of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and circumstances
19 and the risks inherent in litigation;

20 **WHEREAS**, the Parties recognize that this Court may, pursuant to California Labor Code
21 Section 2699(e)(2), award a lesser amount than the maximum civil penalty amount permitted under
22 PAGA if, based on the facts and circumstances of the particular case, to do otherwise would result in
23 an award that is unjust, arbitrary and oppressive, or confiscatory;

24 **WHEREAS**, Plaintiff has provided a copy of this Joint Stipulation and the proposed PAGA
25 Settlement Agreement to the LWDA in accordance with Labor Code Section 2699(l)(2), and a proof
26 of service to the LWDA is attached hereto as **Exhibit B**;

27 **WHEREAS**, the Parties have mutually agreed upon an Explanatory Letter, attached hereto as
28 **Exhibit C**;

WHEREAS, the settlement administration quote from Phoenix Settlement Administrators is attached hereto as **Exhibit D**;

WHEREAS, in consideration of the terms and conditions set forth in the PAGA Settlement Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement Agreement, including that:

Upon expiration of the appeal period after the final Court Approval Date, the Company shall pay the total sum of \$125,000.00 on account of disputed and alleged civil penalties. From this amount, \$25,000.00 is allocated to settle Plaintiff's Individual Causes of Action. The remainder, \$100,000.00 shall be referred to hereinafter as the PAGA Gross Settlement Amount ("PGSA"). The PGSA shall be distributed as follows:

A. One-third (1/3) of the "PGSA, \$33,333.33, plus \$10,000.00 for costs, totaling 43333.33, shall be paid to Plaintiff's counsel Sirmabekian Law Firm PC, for attorney's fees and costs incurred on the PAGA claims; and, \$4,250.00 shall be paid to the Settlement Administrator.

B. The remaining balance after deducting the amount being paid to Plaintiff's counsel for attorney's fees, costs and expenses on the PAGA claims, \$52,416.67 (the "PAGA Net Settlement Amount" or "PNSA"), shall be classified for tax purposes as civil penalties ("Civil Penalty Allocation"), unless otherwise required by law, and shall be distributed as follows:

i. Sixty-Five Percent (75%) of the Civil Penalty Allocation, \$39,312.50, shall be paid to the LWDA, which represents civil penalties payable to the LWDA under the PAGA, Labor Code section 2698, *et seq.*;

ii. Thirty-Five Percent (25%) of the Civil Penalty Allocation, \$13,104.17, (the "Aggrieved Employee Amount") shall be paid to the PAGA Members, pursuant to Labor Code § 2699(i), divided amongst PAGA Members based on each PAGA Member's respective number of pay periods worked for Defendant in California during the PAGA Period.

WHEREAS, Plaintiff agrees that counsel for Plaintiff will notify the LWDA of the settlement at the same time the settlement is submitted to the court for approval, seek approval of the settlement, and perform any and all statutory tasks as required by law.

1 **WHEREAS**, the Parties further agree that should the Court deny approval of the settlement
2 based on the allocation of the PGSA (the “PAGA Gross Settlement Amount”) or PNSA, the Parties
3 agree to re-negotiate in good faith in an effort to obtain approval of the settlement.

4 **WHEREAS**, upon Court approval of the PAGA Settlement and performance of the payment
5 obligations therein, Plaintiff and PAGA Members will fully and finally release and discharge
6 Defendants and their former, present and future owners, parents, and subsidiaries, and all of their
7 current, former and future spouse(s), children, officers, directors, members, managers, employees,
8 consultants, partners, shareholders, joint ventures, agents, predecessors, successors, assigns,
9 accountants, insurers, or legal representatives(“Released Parties”), from all claims, rights, demands,
10 liabilities and causes of action for civil penalties under the PAGA asserted, or that could have been
11 asserted in the Complaint, including, but not limited to, those under California *Labor Code* §§ 201,
12 202, 203, 204, 206, 206.5, 210, 216, 218.6, 221, 223, 224, 225.5, 226, 226.3, 226.7, 246, 256, 432.5,
13 450, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq.,
14 2802, Wage Order sections 3, 4, 7, 9, 11, 12, 20, and a California *Civil Code* § 1542 release as to those
15 sections, that arose during the PAGA Period, based on the factual allegations pled in the operative
16 complaint in the Action. (“Released Claims”).

17 **WHEREAS**, to settle Plaintiff’s Individual Causes of Action, Defendants shall pay \$25,000.00
18 to Plaintiff, in exchange for Plaintiff’s: (i) release of their individual claims in the Action, and (ii)
19 complete and general release and waiver of known and unknown claims under Civil Code section
20 1542, except as may be prohibited by law, such as claims for workers’ compensation benefits.

21 **WHEREAS**, Plaintiff has sole responsibility for all tax consequences of payments.

22 **WHEREAS**, Defendants represent that it has employed 3500 Pay Periods from the beginning
23 of the PAGA Period through present. If as of the date of court approval, the number of Pay Periods
24 increases by more than ten percent (10%) (i.e., the number of Pay Periods exceeds 3500 by 350.0 or
25 more Pay Periods), then the amount of the Gross Settlement Amount shall correspondingly increase
26 in proportion to the increased percentage. For example, if such increase in Pay Periods worked by
27 Aggrieved Employees 25% over, then the PAGA Settlement Amount shall increase by 15%.

1 Alternatively, Defendants may choose to have the PAGA release period end on the date when the 10%
2 is reached.

3 **WHEREAS**, Defendants will provide PAGA Members' information (names, addresses, social
4 security numbers, and number of pay periods worked for Defendants in California during the PAGA
5 Period) to the Settlement Administrator to assist the settlement process within Fourteen (14) business
6 days of the court signing the approval order.

7 **WHEREAS**, No later than Fourteen (14) business days from the Effective Date ("Funding
8 Date"), Defendants shall fund the Gross Settlement Amount into an account established by the
9 Settlement Administrator, for administration and distribution in accordance with this Settlement
10 Agreement and the Court's orders.

11 **WHEREAS**, the Parties agree that Phoenix Settlement Administrators, shall be the Settlement
12 Administrator. The Settlement Administrator shall distribute payments for the General Release Fee,
13 the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the Employee
14 Payments, and the LWDA Payment within Fourteen (14) calendar days after receipt of the Gross
15 Settlement Amount from Defendants.

16 **WHEREAS**, Prior to mailing the Cover Letter, the Settlement Administrator shall check the
17 addresses provided in the Aggrieved Employees List using the United States Postal Service's National
18 Change of Address database, and update the addresses for known address changes. Should any of the
19 mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned as
20 undeliverable within fourteen (14) calendar days of mailing, the Settlement Administrator will have
21 seven (7) calendar days after it receives the returned undeliverable mail to search for a more current
22 address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the
23 Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement
24 Administrator.

25 **WHEREAS**, each Aggrieved Employee will be issued one check for his or her Employee
26 Payment which will expire one hundred and eighty (180) calendar days from the date the checks are
27 issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall
28 cancel all checks that have not been cashed or deposited and remit funds associated with such canceled

checks to the State Controller's Office, Unclaimed Property Division in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

Subject to the Court's approval and order based upon this Stipulation, the Parties shall bear their own respective costs and attorneys' fees, except as otherwise provided in the PAGA Settlement Agreement.

1. **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement set forth in the PAGA Settlement Agreement and enter judgment accordingly to its terms

DATED: 8/1/2025

DocuSigned by:



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NORMA KARINA GARCIA

DATED: Aug 4, 2025

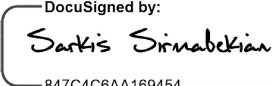
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SANTA ANITA ASSISTED LIVING, LLC;
GOLDEN STATE HEALTH CENTERS, INC

1 DATED: 8/1/2025

SIRMABEKIAN LAW FIRM PC

2
3 By: 
4 847C4C6AA189454...
5 Sarkis Sirmabekian, Esq.
6 Attorney for Plaintiff

7
8 DATED: August 4, 2025

O'HAGAN MEYER

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10 By: 
11 Vickie Grasu, Esq.
12 Attorney for Defendants
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EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff NORMA KARINA GARCIA (“Plaintiff”) and Defendants SANTA ANITA ASSISTED LIVING, LLC; GOLDEN STATE HEALTH CENTERS, INC (collectively, the “DEFENDANT”). The Agreement refers to Plaintiff and DEFENDANT collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Norma Garcia v. Santa Anita Assisted Living, LLC*, Case No. 24STCV14969, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Settlement Administrators, 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 hourly-paid individuals who are or were employed by Defendant in California and who worked at least one pay period for Defendant in California during the PAGA period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of Los Angeles.
- 1.8 “Defense Counsel” means O’Hagan Meyer.
- 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” or “GSA” means \$125,000.00 which is the total amount

Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Plaintiff's Individual Settlement Amount of \$25,000.00 and the PAGA Gross Settlement Amount of \$100,000.00.

- 1.11 "PAGA Gross Settlement Amount" or "PGSA" means the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment
- 1.12 "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.
- 1.13 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.15 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 "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.
- 1.17 "PAGA Counsel" means Sarkis Sirmabekian of Sirmabekian Law Firm, PC, the attorneys representing the Plaintiff in the Action.
- 1.18 "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.
- 1.19 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20 "PAGA Period" means the period from April 10, 2023 to the date of Court Approval of this Settlement.
- 1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.22 "PAGA Notice" means Plaintiff's March 4, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$13,104.17)

and the 75% to LWDA (\$39,312.50) in settlement of PAGA claims.

- 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 Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26 “Released Parties” means Defendant and each of their respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and/or affiliates.
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On June 14, 2024, Plaintiff filed the operative complaint in this Action alleging causes of action against Defendant for (1) Violation of the Private Attorney General Act of 2004 (“PAGA”); (2) Failure to Pay Minimum Wage; (3) Failure to Compensate for All Hours Worked; (4) Failure to Pay Overtime Compensation; (5) Failure to Pay Rest Period; (6) Failure to Pay Meal Period; (7) Failure to Furnish Accurate Wage and Hour Statements; (8) Failure to Pay Wages upon Discharge; (9) Statutory Penalties; (10) Failure to Indemnify and Illegal Deductions from Wages; and (11) Unfair Competition. The Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 Prior to settlement, Plaintiff obtained extensive informal discovery to evaluate the claims and defenses alleged. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (together, “*Dunk/Kullar*”).
- 2.4 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant promises to pay the total \$125,000.00 and no more as the Gross Settlement Amount. Defendant shall fund the settlement by tendering the GSA within 14 days of court approval of the PAGA settlement. Plaintiff’s Individual

Settlement Amount shall be issued to Norma Karina Garcia and mailed to 2600 W Olive Ave #549, Burbank, CA 91505. The PGSA shall be tendered to the Administrator. The Administrator will disburse the entire PGSA without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Payments shall be first applied to Plaintiff's individual settlement, then to PAGA Penalties.

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 \$33,333.33, and PAGA Counsel Litigation Expenses Payment of not more than \$10,000.00. Defendant 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 a stipulation or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. Defendant will cooperate in the execution of a mutually agreeable stipulation. 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments, except for employer-side payroll obligations.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$4,250.00, 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 \$4,250.00, 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, \$52,416.67 to be paid from the Gross Settlement Amount, with 75% (\$39,312.50), allocated to the LWDA PAGA Payment and 25% (\$13,104.17) 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 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 211 who worked a total of 3500.

If as of the date of Court Approval of the PAGA Settlement, the number of Pay Periods worked by the Aggrieved employees exceeds 3500 by more than ten (10%) (i.e., 21.1 or more Pay Periods) then the amount of the Gross Settlement Amount shall correspondingly increase in proportion to the increased percentage. For example, if such increase in Pay Periods worked by Aggrieved Employees is 25% over, then the PAGA Settlement Amount shall increase by 15%. Alternatively, Defendant may choose to have the PAGA release period end on the date when the 10% is reached.

4.2 Aggrieved Employee Data. Within 20 days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant 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. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator and to Plaintiff for the Individual Settlement Amount no later than 14 days after the Court's approval of this Settlement Agreement. Time is of the essence with respect to this payment obligation.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual 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 Defendant 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 Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences [that occurred during the PAGA Period], including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff

may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.2 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.

5.3 Release by PAGA Counsel:

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

5.4 Plaintiff's Waiver of Rights Under Civil Code Section 1542:

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6. MOTION OR JOINT STIPULATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file a stipulation 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, subdivision (f)(2)) including a draft proposed Order Granting Approval of PAGA Settlement; a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation or motion for approval of this Settlement no later than 60 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 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 Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration 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. CONFIDENTIALITY

Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. Notwithstanding the foregoing, Plaintiff may disclose the terms of this Agreement to Plaintiff's spouse, attorneys, and tax professionals, provided that such individuals agree to keep the information confidential to the same extent as required by this Agreement.

Nothing in this Agreement prohibits a party from disclosing the Agreement or its terms to prove breach or to enforce its provisions.

For the avoidance of doubt, it shall not be deemed a breach of this Agreement for Plaintiff to disclose any and all terms of the Agreement to the Court for purposes of carrying out the dismissals referenced in this Agreement.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiff's Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Labor Code § 2699(l)(2).

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.

Pursuant to California Code of Civil Procedure §664.6, the Court may retain jurisdiction over the parties to enforce this Agreement until performance in full of the settlement terms.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this

Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits 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 Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties 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 Neutral Reference. Defendants agree to provide a neutral reference, limited to Plaintiff's dates of employment and job title.
- 10.7 No Tax Advice. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement. Aggrieved Employees are responsible for correctly characterizing compensation under this Settlement Agreement for tax purposes and paying any taxes owing on said amounts. The Administrator shall issue employees IRS 1099 Forms reflecting payment issued to them under this Agreement. Plaintiff understands and agrees that if any action is asserted against Defendant, Defendant's agents, Plaintiff, Plaintiff's agents, or by any taxing authority or government agency with respect to the payments to Plaintiff under this

Agreement, he shall be liable for any taxes owed, and further agrees that he will hold Defendant and Defendant's agents free and harmless and indemnify them from and against any demands or lawsuits for payment of income taxes and payroll taxes, interest, or penalties relating to the monies paid to Plaintiff or for his benefit pursuant to this Agreement.

- 10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.9 Attorneys' Fees: In the event of any dispute arising out of or relating to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in connection with such dispute.
- 10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.14 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the 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 Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

10.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after email, addressed as follows:

To Plaintiff:
Sirmabekian Law Firm
contact@slawla.com

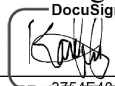
To Defendant:
O'Hagan Meyer
grasu@ohaganmeyer.com

10.18 Execution in Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically—whether by PDF, email, DocuSign, or other electronic signature technology—shall be deemed original and valid for all purposes. 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.

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

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 8/1/2025

By: 
NORMA KARINA GARCIA

Dated: Aug 4, 2025

By: *Asher Rokowsky*
Asher Rokowsky (Aug 4, 2025 17:09:38 PDT)
SANTA ANITA ASSISTED LIVING, LLC;
GOLDEN STATE HEALTH CENTERS, INC

APPROVED AS TO FORM:

Dated: 8/1/2025

SIRMABEKIAN LAW FIRM, PC

By: DocuSigned by:
Sarkis Sirmabekian
847C4C69A15B454
Sarkis Sirmabekian
Attorney for Plaintiff

Dated: August 4, 2025

O'HAGAN MEYER

By: *Vu*
Vickie Grasu, Esq.
Attorney for Defendant

EXHIBIT B



Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com>
To: contact@slawla.com

Tue, Aug 12, 2025 at 11:15 AM

08/12/2025 11:15:14 AM

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

Item submitted: Proposed Settlement

On 08/12/2025 11:15:14 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1014672-24

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 C

Re: NOTICE OF SETTLEMENT

Norma Garcia v. Santa Anita Assisted Living, LLC
Superior Court of California for the County of Los Angeles
Case Number: 24STCV14969

Date: [REDACTED]

SIMID
Name
Address

Dear Name:

A settlement was reached between Plaintiff Norma Karina Garcia (“Plaintiff”) and Defendant(s) SANTA ANITA ASSISTED LIVING, LLC; GOLDEN STATE HEALTH CENTERS, INC (“Defendant(s)”) (collectively the “Parties”) in Norma Garcia v. Santa Anita Assisted Living, LLC, filed in the Superior Court of California for the County of Los Angeles, case number: 24STCV14969 (the “Action”). On [REDACTED], the Superior Court of California for the County of Los Angeles issued an Order approving the Settlement, which was brought pursuant to the Private Attorneys General Act (“PAGA”). An action under PAGA is an enforcement action in which an aggrieved employee acts as a private attorney general to collect penalties from employers. In reaching this settlement, Defendant(s) made no admission of liability and denied the truth of the allegations in the Action. However, to avoid additional expense, inconvenience, and interference with Defendants’ business operations, the Parties have concluded that it is in the best interests of the Parties to settle.

This settlement affects certain employees and former employees of Defendant(s). You are receiving this Notice of Settlement because you worked for Defendant(s) at some point from April 10, 2024 through [REDACTED] (the date the Court approved the PAGA Settlement and entered a final order and/or Judgment) (“PAGA Period”). Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendant(s), your decision to cash the check will not affect your employment.

Payment of this settlement includes a release of any and all claims pursuant to the *California Labor Code* § 2698, which were alleged based on the facts in the operative Complaint or notice for the California Labor Workforce Development Agency (“LWDA”) on behalf of Plaintiff and all aggrieved employees during the PAGA Period. The release includes all claims, rights, demands, liabilities and causes of action that arose during the period from April 10, 2024 through [REDACTED], for civil penalties under the PAGA, based on the allegations pled by Plaintiff in the Action: (1) Violation of The Private Attorneys General Act of 2004 (“PAGA”); (2)

Failure to Pay Minimum Wage; (3) Failure to Compensate for All Hours Worked (4) Failure to Pay Overtime Compensation; (5) Failure To Pay Rest Period Compensation; (6) Failure To Pay Meal Period Compensation; (7) Failure To Furnish Accurate Wage and Hour Statements; (8) Failure to Pay Wages Upon Discharge; (9) Statutory Penalties; (10) Failure to Indemnify and Illegal Deductions From Wages and (11) Unfair Competition; including any related claims for attorneys' fees, costs, penalties or interest resulting there from, during the PAGA Period). This release only waives, and is limited to, the aggrieved employees' rights to collect civil penalties under PAGA (2698 *et seq.*).

If you have any questions, you can contact Phoenix Class Action Administration Solutions, the Settlement Administrator, at 1. XXX.XXX.XXXX.

EXHIBIT D



CASE ASSUMPTIONS

Aggrieved Members	211
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	211
Subtotal Admin Only	\$4,250.00

Not-to-Exceed Total \$4,250.00

For 133 Aggrieved Members

Pricing Good for Scope of Estimate Only

July 14, 2025

Case: Garcia v. Santa Anita PAGA Distribution

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Sarkis Sirmabekian

Firm: Sirmabekian Law Firm

Contact Number: (818) 473-5003

Email: sarkis@slawla.com

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

Estimate is based on **133** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)				
Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$125.00	2		\$250.00
Programming Database & Setup	\$125.00	2		\$250.00
Toll Free Setup*	\$41.74	1		\$41.74
Call Center & Long Distance	\$2.00	13		\$26.00
NCOA (USPS)	\$150.00	1		\$150.00
Total				\$717.74

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage				
Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$125.00	2		\$250.00
Data Merge & Duplication Scrub	\$0.10	211		\$21.10
Notice and Check Packet	\$2.00	211		\$422.00
Estimated Postage (up to 1 oz.)*	\$0.69	211		\$145.59
Total				\$838.69

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	2		\$110.00
Skip Tracing Undeliverables	\$2.00	32		\$63.30
Remail Notice Packets	\$2.00	32		\$63.30
Estimated Postage	\$0.69	32		\$21.84
Programming Undeliverables	\$50.00	2		\$100.00
			Total	\$358.44

Database Programming

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Claims Database	\$125.00	1		\$125.00
Case Manager	\$125.00	1		\$125.00
			Total	\$250.00

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

Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$125.00	2		\$250.00
Disbursement Review	\$125.00	2		\$250.00
Programming Manager	\$100.00	1		\$100.00
QSF Bank Account & EIN	\$50.00	1		\$50.00
Check Run Setup & Printing	\$125.00	2		\$250.00
			Total	\$900.00

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



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$150.00	1		\$150.00
Remail Undeliverable Checks (Postage Included)	\$1.50	40		\$60.14
Case Associate	\$50.00	2		\$100.00
Reconcile Uncashed Checks	\$75.00	2		\$150.00
Conclusion Reports	\$100.00	1		\$100.00
Case Manager Conclusion	\$75.00	1		\$75.00
Final Reporting & Declarations	\$125.00	1		\$125.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$425.00	1		\$425.00
Total				\$1,185.14

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

Estimate Total: \$4,250.00



CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

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

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

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

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

Tax Reporting Requirements

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

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

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4 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **FOR THE COUNTY OF LOS ANGELES**
6

7
8 NORMA KARINA GARCIA;

9 Plaintiff,

10 v.

11 SANTA ANITA ASSISTED LIVING, LLC;
12 GOLDEN STATE HEALTH CENTERS, INC;
and DOES 1 through 20, inclusive;

13 Defendants.
14

Case Number: 24STCV14969

**[PROPOSED] ORDER APPROVING
SETTLEMENT PURSUANT TO
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS' GENERAL ACT AND
ENTERING JUDGMENT**

Complaint Filed: June 14, 2024

15 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

16 PLEASE TAKE NOTICE THAT the Court has reviewed and considered the *STIPULATION*
17 *BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR*
18 *CODE PRIVATE ATTORNEYS' GENERAL ACT AND ENTERING JUDGMENT*, and hereby
19 ORDERS:

- 20 1. GOOD CAUSE appearing, the Court grants the STIPULATION BY ALL
21 PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO
22 CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT,
23 and approves the PAGA Settlement;
- 24 2. The Entire Action is Dismissed with Prejudice, the Court will retain jurisdiction
25 over the Parties, Action and the Settlement solely for purposes of (i) enforcing
26 this Agreement and/or Judgment, (ii) addressing settlement administration
27 matters and (iii) addressing such post-Judgment matters as are permitted by law.
28

1 OTHER ORDERS:

2 _____

3 _____

4 _____.

5

6 **IT IS SO ORDERED.**

7

8

9 DATED: _____

Honorable Stephen P. Pfahler
Judge of the Superior Court; Dept. 68