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Attorneys for Plaintiff MAUREEN LANCEFIELD MORGAN- BALDWIN,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

MAUREEN LANCEFIELD MORGAN-BALDWIN, on behalf of the general public as private attorney general,

Plaintiff,

v.

ALAMITOS RIDGE HEALTHCARE, LLC; OCEAN RIDGE POST ACUTE; REGENCY OAKS CARE ENTER; MEK LONG BEACH, LLC; and DOES 1-50, inclusive,

Case No.: 24STCV12606
Assigned for all Purposes to:
The Hon. Laura A. Seigle

DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

Date: June 22, 2026
Time: 9:00 a.m.
Dept.: 17

DECLARATION OF JAMES HAWKINS

I, James Hawkins, declare as follows:

1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff MAUREEN LANCEFIELD MORGAN- BALDWIN (hereinafter referred to as "Plaintiff") who filed this action on behalf of the general public and all aggrieved employees. I submit this declaration in support of Plaintiff's Motion for Approval of the PAGA Settlement, which Plaintiff filed concurrently herewith, along with the supporting Memorandum of Points and Authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit # 1** is a true and correct copy of the executed PAGA Representative Settlement Agreement ("Settlement Agreement", "Settlement", "Agreement") which the Parties ask the Court to approve.

3. On March 13, 2024, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

4. On May 20, 2024, Plaintiff filed the PAGA Representative Action in the Superior Court of California in and for the County of Los Angeles, styled *Maureen Lancefield Morgan-Baldwin v. Alamitos Ridge Healthcare, LLC et al., on behalf of the general public as private attorney general.,* Los Angeles County-Central District Case No. 24STCV12606. The complaint alleges a singular cause of action under PAGA for Defendant's alleged violations of the California Labor Code, including Defendant's (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an additional hour's of pay in lieu of providing a rest period; (d) failing to pay timely wages required

by Labor Code § 203; (e) failing to provide accurate itemized wage statements; (f) failing to indemnify necessary business expenses; and (g) failing to pay vested vacation pay at separation. Plaintiff seeks penalties under Labor Code 2698, et seq. on behalf of the general public as private attorney general and all other aggrieved employees.

5. During the course of this action Defendant and Plaintiff exchanged numerous documents and information as well as an approximate 25% sample of the time and pay records for the PAGA Settlement Members. Defendant also produced policies and other relevant data points for Plaintiff to conduct a thorough analysis. With this information, Plaintiff and Defendant agreed to mediate this action with mediator Daniel J. Turner, Esq., a respected and experienced wage and hour class action mediator.

6. On October 24, 2025, the Parties participated in an all-day private mediation with the mediator. During the mediation the Parties engaged in extensive, arms-length negotiations. As a result of the Parties' efforts, the matter was fully resolved. The Parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the exchange of detailed statistical data regarding weeks and pay periods worked by individuals and Plaintiff. Thereafter, the parties worked together to finalize the terms of the long form settlement agreement that is now placed before this Court for approval.

7. The claim before this court is the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle this PAGA claim in its entirety after discovery and arm's length mediation. Defendant filed and served its answer generally denying the claims therein and asserting affirmative defenses. Defendant denies any wrongdoing and denies liability with respect to the matters alleged in the Complaint and believes that it has valid defenses to all of Plaintiff's claims. Defendant further contends that it has complied with all wage and hour laws applicable to the employment of Plaintiff and other PAGA Settlement Members. To date, no court has made any findings that Defendant engaged in any wrongdoing or in any wrongful conduct, or otherwise acted improperly or in violation of any law, rule or regulation with respect to any of the issues presented in this action.

8. The Agreement negotiated by the parties provides for Defendant to pay $120,000.00 as the Gross Settlement Amount ("GSA"). The "Net Settlement Amount" ("NSA") is the amount remaining of the GSA minus the Court-approved amounts awarded for the Attorneys Fees and Costs, Settlement Administration Fees, Enhancement Award to Plaintiff (if any), and the LWDA Payment. (Agreement at § IV(D)). The Net Settlement Amount is estimated to be **$47,110.00**.

9. The NSA is calculated as follows: (1) $42,000.00 (i.e. 35% of the GSA) shall be paid to Plaintiff's Counsel for payment of attorneys' fees; (2) Plaintiff's Counsel's litigation expenses not to exceed $15,500.00 (Plaintiff's counsel's litigation costs to date is $15,008.00) (Agreement at § IV(B)); (3) $10,000.00 Enhancement Award to the Plaintiff for Plaintiff's time and risks in prosecuting this case and Plaintiff's service to the PAGA Settlement Members as well as for Plaintiff's general release of Plaintiff's Released Claims; (4) Administration costs not to exceed $5,390.00. (Agreement at § IV(D)). Any difference from these maximum amounts will be added to the Net Settlement Amount.

10. The Gross Settlement Amount is subject to Court approval consistent with Labor Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net Settlement Amount shall be allocated 65% ($32,246.50) to the LWDA and 35% ($17,363.50) among PAGA Settlement Members. The share of the Net Settlement Amount to be distributed to each PAGA Settlement Member is based on the number of his or her Pay Periods worked in the PAGA Period in relation to the aggregate number of Pay Periods worked by the Settlement Group during the PAGA Period. (Agreement at § V(C)). The 65/35 allocation is required by Labor Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). Each PAGA Settlement Member will receive approximately $5.24 per pay period worked <u>before</u> deduction for fees, costs, and enhancement and approximately $85.53 to each PAGA Settlement Member based on the 35% net settlement fund (after deductions). The per pay period count is approximately $17,363.50 (PAGA Settlement Member fund) divided by 3,315 pay periods = $5.24 per pay period.

11. The "PAGA Settlement Members" means "All individuals employed by Defendant

as non-exempt employees in California during the PAGA Period." The "PAGA Period" or "Settlement Period" or "Release Period" means the period from November 23, 2024 through October 24, 2025. Defendant represented that PAGA Settlement Members consisted of approximately 203 PAGA Settlement Members who worked approximately 3,315 pay periods during the PAGA Period. (Agreement at § V(B)).

12. Since the filing of the complaint, the Parties have exchanged extensive discovery and engaged in numerous discussions regarding the factual and legal issues surrounding this case. Throughout the litigation, Defendant produced voluminous pages of information and data, including policies, handbooks, time and payroll records for the PAGA Settlement Members reflecting time punches at the start of employees' shifts, and at the end of the shift, and meal period punches as well as the applicable pay rates. Defendant also provided Plaintiff's personnel file. Defendant also provided substantial information concerning the total number of PAGA Settlement Members, the total number of pay periods at issue, and the applicable hourly rates and other summary data related to the PAGA Settlement Members. The Parties have conducted informed, good faith arms-length negotiations after conducting discovery and exchanging extensive evidence and information about the claims and defenses of this lawsuit and engaged in pre-mediation discussions, telephone conferences, and correspondence all aimed at settling their dispute.

13. In preparation for the mediation, Plaintiff reviewed the entirety of the discovery produced. The information had to be analyzed and processed to figure out the amount of compensation Plaintiff contends are due to the PAGA Settlement Members. The evidence and information gathered and reviewed by Plaintiff's counsel provided a factual framework for a comprehensible and reliable damage model pertaining to all PAGA Settlement Members. The mediation and subsequent negotiations included discussion and examination of the PAGA Settlement Members and the Parties' respective positions on the legal and factual issues raised in the Complaint. This was both a thorough and exhaustive process.

14. The PAGA Settlement Members' recovery compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the

maximum amount of statutory PAGA civil penalties was potentially $1,032,000.00 based on 3,315 PAGA pay periods multiplied by a maximum per pay period violation rate of $100.[1] These were for penalties for violations of Labor Code §§ 226.7 and 512 (meal periods) at a 9.7% pay period violation rate, penalties for violation of Labor Code §§ 226.7 and 512 (rest periods) also valued at a 91.2% violation rate, penalties for violation of Labor Code § 226, penalties under Labor Code §510/558 at a .2% violation rate assessment, and penalties for 100% violation rate assessment of Labor Code §§ 201/202/203 for all 203 PAGA employees. Importantly, however, in total, these calculations were performed at the $100 statutory rate for the penalties for the first violation, and it is likely that any penalties awarded would be at a much lower rate given the facts of this case. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." The maximum exposure here would be approximately $331,500.00-$687,000.00 if the Court awarded 100% penalties for each and every pay period at $100 per pay period. Of course, these amounts would probably have been reduced given the polices in place, and manageability issues, the issues of why someone missed a meal break on any occasion or worked off the clock, issues of payment of meal period premiums, the issues of whether the COVID temperature and swab checks actually required employees to wait in line under the control of Defendant without pay, and whether these practices of walking past scanners did not create any control issues at all. Even assuming a 50% likelihood of success at trial, the practical recovery would be further reduced by statutory discretion, proof risks, and overlapping penalty concerns, resulting in a realistic recovery range of approximately $100,000 to $115,000. The risks include manageability issues, not prevailing on the merits, prevailing on certain claims for certain periods, reduced penalty amounts awarded by the trial Court, and reversal on appeal.

15. Defendant disputes that the penalties assessed by Plaintiff and his expert would have been awarded. Further, it is Defendant's contention that PAGA penalties cannot be stacked,

[1] Defendant further contends that that proper penalty rate for Plaintiff's claims is $50 per pay period as laid out in Labor Code § 558 which applies to alleged underpayment of wages.

and that at most just one PAGA penalty can be awarded to a PAGA Settlement Member in any one pay period. *See* Labor Code section 2699 (f)(2) (authorizing awardable PAGA penalties to be measure by "each "each aggrieved employee per pay period"); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading that sought the "stacking of penalties"; "[f]or the single mistake of failing to include commissions in the overtime base, plaintiff has asserted *five* (count them, five) separate labor code violations that could lead to statutory penalties;" "is it plausible that we would really pile one penalty on another for a single substantive wrong?"; noting that "no actual holding in any judicial decision has ever blessed such stacking"). As such, and for this initial reason, Defendant contends that the maximum potential recovery in this action is significantly lower than as stated by Plaintiff.

16. Further, Defendant argues that Plaintiff's calculation of penalties as applicable to any employee and for any pay period, is inflated for an additional reason. Defendant argues that even were liability established, one does not reach the second-tier penalty for that violation unless and until the employer is first cited for the violation, and that Defendant has never been cited. *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.,* 2009 WL 2448430 *1, *9 (S.D. Cal. 2009) ("For the purposes of subsequent violation penalties, the issue is not whether [Defendants] willfully violated the Labor Code, but rather whether a court or commissioner had notified it of any violation."); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1209 (2008) ("[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the Commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties" at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*, No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying "initial" penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing Defendants was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*, 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) ("for a plaintiff to recover for a 'subsequent violation,' an employer must have notice that it has violated the Labor Code"). As such, Defendant contends that Plaintiff's calculations are inflated not only because the "stack" penalties

for a single person during a single pay period, but because the penalties Plaintiff would award in each instance are at an inapplicable (doubled) rate.

17. Defendant further argues that Plaintiff would still face significant practical problems in aggregating any material exposure, as each violation would need to be proven as to each person and for each period for which recovery is sought. Defendant argues that it is unlikely that any significant number of current and former employees would travel to the venue of a trial, stay at a hotel, prepare for and deliver testimony, all in exchange for – at most – 25% of $50 or $100 (i.e. $12.50 or $25) for each pay period in which there was a violation. wage statement penalties"). For purposes of section 226, "a good faith dispute presents when there is (1) uncertainty in the law; (2) representations by an authority that compliance was not required; or (3) an employer's good faith mistaken belief grounded in a good faith dispute." *Magadia v. Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019). "Mere recklessness" is not a basis for liability. *Pedroza,* 2012 WL 9506073, *5.

18. As a result of the mediation and the consideration of all facts, evidence, and arguments presented to Plaintiff and his counsel, the Parties agreed to settle this matter for $120,000.00.

19. The claims in this PAGA action are based upon the wage and hour practices of Defendant. The settlement provides a recovery of approximately $5.24 per pay period after deductions and the PAGA Allocation of the Net Settlement to the LWDA. This provides the PAGA Settlement Members money now rather than in the future to some undetermined date and undetermined amounts. Upon approval, approximately $32,246.50 will be sent to the State of California and approximately $17,363.50 will be allocated to the PAGA Settlement Members as the "Individual PAGA Payments". This equates a payout to each PAGA Settlement Member of approximately $85.54 with a low of approximately $5.24 and an estimated high payment of $314.40 for someone who worked the entire PAGA Period.

20. Plaintiff's counsel balanced the terms of the proposed Settlement against the risk of litigation and probable outcome if this matter went at trial. Based on their own respective independent investigations and evaluations, and after taking into account the sharply disputed

factual and legal issues involved in this matter, the risks attending further prosecution of the case, and the monetary benefits received under the Settlement despite the questionable nature of the claims, Plaintiff's counsel is of the opinion that Settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests of the State, Plaintiff, and the PAGA Settlement Members. Counsel for the Parties investigated the applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendant's defenses thereto and the damages claimed by Plaintiff on behalf of the PAGA Settlement Members.

21. I further believe that the consideration and terms set forth in the Settlement Agreement are fair, reasonable, and adequate and are in the best interests of the PAGA Settlement Members in light of all known facts and circumstances, including the various defenses asserted by Defendant, and numerous potential appellate issues. In addition, the prospect of a potential adverse summary judgment ruling at trial, the difficulties of complex litigation, the lengthy process of establishing specific damages and various possible delays and appeals, were also carefully considered in agreeing to the proposed Settlement.

22. The predominant claims in this action arise from alleged violations of California law with respect to Defendant's failure to pay wages including overtime to the PAGA Settlement Members for overtime work and off the clock work performed by the PAGA Settlement Members during pre-shift activities and meal and rest periods due to work interruptions and as a result of COVID swab and temperature checks. Plaintiff alleges that Defendant's practices do not provide proper payment for missed meal periods, rest periods, overtime, and overtime for off the clock work. Defendant contends that it had compliant meal and rest period policies in place and such policies also prohibited employees from working off the clock.

23. Defendant contends that Plaintiff and the PAGA Settlement Members were properly compensated, and that they did not violate the Labor Code as to any of them. Defendant asserted additional defenses to the PAGA claim as discussed above. These defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded

24. The Labor Code section 203 claim was uncertain given the defenses asserted for the underlying claims as well as the lack of evidence of the "willfulness" prong necessary for a Labor Code §203 claim. Plaintiff's counsel also recognized a risk of an adverse finding on given Defendants' apparently compliant policies and procedures at the time of mediation. The labor code section 226 claim was dependent on the underlying claims for failure to pay wages.

25. Further, Plaintiff's Counsel considered the fact that continued litigation would likely take years and would be extremely expensive given the breadth and complexity of the claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely drag the case far into the future even with a positive trial result. When facing a distant and unsure resolution of the allegations in this action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the PAGA Settlement Members was a consideration favoring settlement. Given these realities, it is highly likely that the future expense of this litigation, and its likely duration if the settlement is not approved, would be significant and weigh heavily in favor of approval of this settlement.

Number of PAGA Pay Periods	3,315	
Number of PAGA Pay Periods - Overtime (RROP)	7	0.2
Number of PAGA Pay Periods - Net Meal Breaks	320	9.7%
Number of PAGA Pay Periods - Sick Pay (RROP)	4	0.1%
PAGA for Waiting Time (44 former employees in PAGA Period)	$4,400	$100/$0
PAGA for Unpaid Wages (all employees and all pay periods- covid checks)	$331,500	$100/$100
PAGA for Regular Rate Overtime (6 employees from 11/23/24 to 10/24/25)	$700	$100/$100
PAGA for Meal Breaks (108 employees from 11/23/24 to 10/24/25)	$32,000	$100/$100
PAGA for Wage Statements (203 employees and all pay periods)	$331,500	$100/$100
PAGA for Reimbursements	$331,500	$100/$100
PAGA for Sick Pay (3 employees from 11/23/24 to 10/24/25)	$400	$100/$100
Total	$1,032,000	$100/$100

26. Based on the Gross Settlement Amount of $120,000.00, 65% of this amount will be distributed to the LWDA and 35% to the PAGA Settlement Members. As such, provides on average each PAGA Settlement Member with approximately $85.54. To the extent any amount for Attorneys' Fees, Costs, Settlement Administration Costs or Enhancements are not awarded, the difference in those amounts will be added to the Net Settlement Amount. This is a guaranteed amount of money paid to PAGA Settlement Members now, rather than the continued risk of further litigation and receiving no money sometime in the far future and after trial and appeals.

27. Plaintiff, as PAGA Representative, has provided extensive supporting documents and assisted Counsel in developing information necessary to litigate and settle this case. Plaintiff

also conducted record review and consultation with counsel in preparation for discovery and eventual mediation, and to assist in evaluating and proving the claims. The Settlement provides for a Payment to be paid to the Plaintiff in the amount of $10,000.00, subject to Court approval. The purpose is to compensate the Plaintiff as PAGA Representative an additional enhanced payment, taking into consideration the risks, time, effort and expenses incurred in coming forward to provide invaluable information and negotiate and litigate this matter on behalf of all PAGA Settlement Members who otherwise, would probably not file their own individual claims to recover what may be relatively low damages. Further, the Payment of $10,000.00 to Plaintiff is a very fair and justified as part of the Settlement based on the risks Plaintiff has taken and benefits conferred upon the Settlement Group. The Enhancement Award requested is reasonable in light of Plaintiff's risks and efforts.

28. I have a great deal of experience in wage and hour class action litigation. I have obtained certification of several classes, I have been approved as class counsel in many other wage/hour class actions, and I am currently litigating numerous others. Although not an all-inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-lead counsel, all of which implicated similar law and facts to those associated with this action:

a. *Aguilar v. 7-Eleven, Inc*., et. al., Orange County Superior Court- Case No.: 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium wages for meal period and rest periods and resultant penalties. Class Notice pending.

b. *Carey, et. al. v. Arthur J. Gallagher*, et. al., USDC, SOUTHERN DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-classification of insurance claims adjusters employed by Gallagher Bassett, a third party administrator (TPA) in the State of California. Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

c. *Dao v. 3M Company*, et al. USDC, CENTRAL DISTRICT, Case No. CV-08-04554. Wage and Hour Class Action case seeking past wages for "off the clock", overtime and meal and rest break violations for production workers in the State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiffs' counsel appointed co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

e. *Morgan v. Aramark Campus*, LLC, USDC, CENTRAL DISTRICT, Case No. SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and rest period violations for retail employees in the State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for driver employees in the State of California. Settlement for "binding arbitration." Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiffs' counsel, lead trial counsel and class counsel.

g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for overtime, meal and rest breaks violations for production employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

h. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside County Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production employees in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293. Wage and Hour Class Action seeking past wages for unlawful deductions, meal and rest break violations for restaurant employees in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted and funds fully distributed.

j. *Padron v. Universal Protection Service, et al,* Orange County Superior Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for security officers in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action seeking past wages for meal and rest break violations for security officers employed by defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled, Final Approval granted and funds fully distributed.

l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc*. et al., Riverside Superior Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for housekeepers employed by defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

m. *Ruiz, et al. v. Unisourse Worldwide, Inc., et al*., USDC, CENTRAL DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and rest period violations for non-exempt employees employed by defendant in the state of California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has petitioned the Court for Lead Counsel.

n. *Herrador v. Culligan International Company, et al*., USDC, CENTRAL

DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages for field and branch employees of defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final Approval.

o. *Defries v. Domain Restaurants, et al.,* Orange County Superior Court, Case No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant employees of defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

p. *Denton v. BLB Enterprises, Inc., et al*., Orange County Superior Court, Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest break violations for security guards employed by defendant in the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

q. *Rios v. Sandberg Furniture Manufacturing Co*., Inc, et al., Los Angeles Superior Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and rest break violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

r. *McMurray v. Dave and Busters, Inc*., et al., Orange County Superior Court, Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest break violations for restaurant employees employed by defendant in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

s. *Osuna v. DFG Restaurants, Inc.,* et al., Los Angeles Superior Court, Case No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

t. Burns v. Gymboree Operations, Inc., et al., San Francisco Superior Court, Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest break violations for retail employees employed by defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

u. *Willems v. Diedrich Coffee, Inc.,* et al., Orange County Superior Court, Case No. 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-classification of managers employed by Defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

v. *Davila, et al. v. Beckman Coulter, Inc*., et al., Orange County Superior Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal and rest break violations for production workers employed by defendant in the State of California. Plaintiffs' counsel appointed lead counsel. Cased settled; final approval granted; no objections and funds fully distributed.

w. *Perez v. Naked Juice Company of Glendora, Inc*., Los Angeles Superior Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime, meal and rest period violations for production employees employed by defendant in the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval granted, no objections and funds fully distributed.

29. Here, the Parties' agreement to pay Counsel Fees of $82,500.00 of the Gross Settlement Amount is reasonable.

30. First, the requested fees are justified by the result achieved. Plaintiff's Counsel negotiated a recovery of $120,000.00 and this result justifies the requested fees equal to 35% of this recovery ($42,000.00). This percentage is within the standard contingent recovery percentage. Second, the requested fees are justified by the work performed and the results achieved. Finally, Plaintiff's counsel's lodestar far exceeds the amount requested.

31. The award of litigation expenses is based upon the actual expenses incurred by Plaintiff's Counsel, and were all reasonably necessary to the litigation, and are detailed in **Exhibit #2** attached hereto. Under the Agreement, Plaintiffs' Counsel will be recovering litigation expenses in the total amount not to exceed $15,500.00

32. The California Labor Workforce Development Agency ("LWDA") is being served with a copy of this motion with the Settlement Agreement through the online process as required by Labor Code § 2699(l).

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 27, 2026 at Irvine, California.

James R. Hawkins

Exhibit 1

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Attorneys for Plaintiff MAUREEN LANCEFIELD MORGAN-BALDWIN, on behalf of the general public as private attorney general.

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

MAUREEN LANCEFIELD MORGAN-BALDWIN, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

ALAMITOS RIDGE HEALTHCARE, LLC; OCEAN RIDGE POST ACUTE; REGENCY OAKS CARE ENTER; MEK LONG BEACH, LLC; and DOES 1-50, inclusive,

Defendants.

Case No. 24STCV12606

PAGA REPRESENTATIVE SETTLEMENT AGREEMENT

Plaintiff Maureen Lancefield Morgan-Baldwin ("Plaintiff"), on the one hand, and Defendant Alamitos Ridge Healthcare LLC ("Defendant") on the other hand, stipulate as follows:

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff, individually and in her capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (**"Settlement"**) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. **"Action"** shall mean the civil action entitled *Maureen Lancefield Morgan-Baldwin v. Alamitos Ridge Healthcare LLC, et al and Does 1-50*, filed in the Superior Court for the County of Los Angeles on or about May 20, 2024, designated as Case No. 24STCV12606.

2. **"Defendant"** shall mean Alamitos Ridge Healthcare LLC.

3. **"Defense Counsel"** refers to Fisher & Phillips, LLP

4. **"Effective Date"** refers to the date upon which both of the following have occurred: (i) approval of the PAGA Settlement is granted by the Superior Court for the State of California for the County of Los Angeles or other court assuming jurisdiction of this matter; and (ii) the Court's Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date the Judgement is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

5. **"LWDA"** refers to the California Labor & Workforce Development Agency.

6. **"PAGA"** refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. **"PAGA Period"** shall mean November 23, 2024 through October 24, 2025.

8. **"PAGA Settlement Members"** shall mean all individuals employed by Defendant as non-exempt employees in California during the PAGA Period. Defendant represents there are approximately 203 PAGA Settlement Members in the PAGA Period.

9. **"Plaintiff"** refers to Maureen Lancefield Morgan-Baldwin individually and in her capacity as a representative of the State of California on behalf of other potentially aggrieved employees.

10. **"Plaintiff's Counsel"** refers to James Hawkins APLC.

11. **"Parties"** collectively refers to Plaintiff and Defendant.

12. **"Released Claims"** shall mean any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the notice provided by Plaintiff to the LWDA, whether known or unknown, to recover civil penalties pursuant to PAGA for any alleged violations of California Labor Code sections, including 201-203, 510, 512, 558, 226, 226.3, 226.7, 227.3, 246, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, and the applicable IWC Wage Order for the PAGA Period.

13. **"Released Parties"** shall mean Defendant and all of its past and present parents subsidiaries, affiliates, predecessors, related entities, and all of their respective current or former employees, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, successors, assigns, and agents.

14. **"Settlement Administrator"** refers to "APEX Class Action LLC" a qualified, third-party settlement administrator mutually selected by the Parties to administer the terms of the Settlement.

II. RECITALS

1. On March 13, 2024, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent herself and all PAGA Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter.

2. On May 20, 2024, Plaintiff filed a representative action complaint in Los Angeles County Superior Court, asserting a cause of action under PAGA.

3. On October 24, 2025, the Parties participated in mediation presided over by Daniel J. Turner, Esq., an experienced mediator in wage and hour class/PAGA actions, which resulted in a settlement in principle.

4. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in this Action, and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of this case, the Parties' Counsel have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

5. Defendant denies, and continue to deny, each and every claim and contention alleged in the Action and Arbitration, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action and Arbitration.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial and the Arbitration through the evidentiary hearing, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action and Arbitration, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA Settlement Members.

B. By entering into this Settlement, Defendant denies any liability for any of the claims in the Action or Arbitration, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendant specifically denies that they have engaged in any unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. The Gross Settlement Amount

Defendant shall pay a settlement payment in a total amount of One Hundred Twenty Thousand Dollars ($120,000) (the **"Gross Settlement Amount"**). The Gross Settlement Amount shall include Plaintiff's Counsel Payment, Settlement Administration Costs, Plaintiff's Individual Settlement, and the PAGA Fund as these terms are defined below.

B. Plaintiff's Counsel Payment of Attorneys' Fees and Costs

1. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees of up to 35% of the Gross Settlement Amount, ($42,000) and reasonable litigation costs, not to exceed $13,000.00 (**"Plaintiff's Counsel Payment"**). Plaintiff's Counsel will be responsible for submitting all documents to support their request for attorneys' fees and costs.

2. Defendant will not oppose or object to Plaintiff's Counsel's application for attorneys' fees, not to exceed 35% of the Gross Settlement Amount plus all documented and reasonable litigation costs and expenses, not to exceed $13,000.00.

3. In the event that the Court does not approve an award of attorneys' fees equal to the requested amount, or the Court alters the payment methodology described herein, it will not be considered a material change of the Settlement and will not operate to terminate or cancel the agreement, and this Settlement will be enforceable.

4. The Plaintiff's Counsel Payment shall be paid from the Gross Settlement Amount. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

C. Plaintiff's Individual Settlement Plaintiff's Individual Settlement of Non PAGA Claims

1. Subject to Court approval, Defendant agrees to pay Plaintiff an individual settlement Plaintiff's Individual Settlement of up to Ten Thousand Dollars ($10,000.00), to be paid from the Gross Settlement Amount, as an enhancement for his service as the PAGA representative, in addition to any payment she may otherwise receive as a PAGA Settlement Member ("Individual Settlement Plaintiff's Individual Settlement").

2. Defendant will not oppose Plaintiff's request for the Plaintiff's Individual Settlement. Plaintiff will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owing on said amount. The Parties agree that a reduction by the Court of the requested Plaintiff's Individual Settlement is not a basis for rendering the entire Settlement voidable or unenforceable. Any reductions by the Court of the Plaintiff's Individual Settlement shall revert to the PAGA Fund.

3. Plaintiff shall not receive any additional payments or enhancements other than those expressly provided under this Settlement.

D. Settlement Administration Costs

1. The cost of the Settlement Administrator to implement and complete the settlement process according to the terms of this Settlement, including the costs to calculate payments to individual PAGA Settlement Members and to prepare any necessary tax documents for PAGA Settlement Members are referred to as the **"Settlement Administration Costs,"** and are estimated not to exceed $5,390.00.

E. PAGA Fund

1. After deducting Plaintiff's Counsel Payment, the Settlement Administration Costs, and any court-approved Plaintiff's Individual Settlement, the remainder of the Gross Settlement Amount shall be allocated toward payment to the Labor & Workforce Development Agency and PAGA Settlement Members (**"PAGA Fund"**) which is estimated to be $49,610.

2. Seventy-five percent (65%) of the PAGA Fund will be sent to the LWDA and twenty-five percent (35%) of the PAGA Fund will be allocated among the PAGA Settlement Members based on his or her proportionate share of the pay periods worked during the PAGA Period.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit of Gross Settlement Amount

1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number and calculate all settlement checks based on information that will be confidentially furnished by Defendant.

2. Within 7 days after the Effective Date, Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator.

B. Pay Periods

1. Defendant estimates that PAGA Settlement Members worked approximately 3,315 pay periods from November 23, 2024 through October 24, 2025 (the date of mediation). If the actual number of pay periods worked by PAGA Settlement Members is greater than 10% of this estimate, then Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of pay periods during the PAGA Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the PAGA Period on an earlier date at the Defendant's discretion in order to limit the covered pay periods to 10% more than the estimate provided in lieu of paying an increase to the Gross Settlement Amount.

C. Formula for Calculating Share of PAGA Fund

The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined based on the following formula:

1. The payment to PAGA Settlement Members will be based on the number of pay periods that each PAGA Settlement Member worked for Defendant in California during the PAGA Period. Partial weeks will be counted as full pay periods.

2. The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members for Defendant in California during the PAGA Period.

3. Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

D. Distribution of PAGA Fund

1. Defendant shall provide the Settlement Administrator with a list of the names, last known addresses, the number of pay periods of the PAGA Settlement Members in California during the PAGA Period, and Social Security Numbers for the PAGA Settlement Members, to be furnished within thirty (30) days after the Court issues an Order approving the Settlement. This information is being

provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of the information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

2. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (65%) of the PAGA Fund, or as otherwise directed by the Court.

3. Within fourteen (14) days after the Effective Date, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the **"Individual Payment"**), or as otherwise directed by the Court.

4. To provide the best notice practicable, any Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members and will then mail the Individual Payment to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Individual Payment for that individual will be deemed undeliverable and the Settlement Administrator need not take further steps to deliver checks to the PAGA Settlement Member whose re-mailed checks are deemed undeliverable. The Settlement Administrator shall promptly send a replacement check to any PAGA Settlement Member whose original check was lost or misplaced, requested by the PAGA Settlement Member prior to the void date. After 180 days from the date of mailing the Individual payment by the Settlement Administrator, the amount of any undeliverable checks will be void and sent to the State of California State Controller's Office in the PAGA Settlement Member's name. However, the PAGA Settlement Members whose checks were undeliverable will still have released the Released Claims. The Parties agree that this results in no unpaid residue under California

Civil Procedure Code section 384, as the entire PAGA settlement payment will be paid out to the LWDA and PAGA Settlement Members. Therefore, Defendant will not be required to pay any interest on said amount.

5. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who did not receive the Individual Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

6. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, the dollar value of all checks that remain uncashed for more than 180 days will be void and sent to the State of California State Controller's Office in the PAGA Settlement Member's name. However, the PAGA Settlement Members who have not cashed their checks within 180 days from the date of their mailing will still have released the Released Claims. The failure by a PAGA Settlement Member to cash their settlement checks will have no effect on their release of the Released Claims. The Parties agree that this results in no unpaid residue under California Civil Procedure Code section 384, as the entire PAGA settlement payment will be paid out to the LWDA and PAGA Settlement Members, whether or not the PAGA Settlement Members cash their settlement checks. Therefore, Defendant will not be required to pay any interest on said amount.

7. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

E. Settlement Administration Cost Payment

Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay the Settlement Administration Costs directly to the Settlement Administrator.

F. Plaintiff's Counsel Payment

Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay the Plaintiff's Counsel Payment directly to Plaintiff's Counsel.

G. Plaintiff's Individual Settlement Payment

Within fourteen (14) days after the Effective Date, Settlement Administrator shall pay any Plaintiff's Individual Settlement approved by the Court to Plaintiff.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by The LWDA and All PAGA Settlement Members

Upon the date of entry of an order by the Court in the Action approving this Settlement, the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement Members will be unable to bring a claim for civil penalties under the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, against the Released Parties for any violations of the Released Claims that took place during the PAGA Period.

B. Additional Claims Released by Plaintiff

1. In consideration for the promises set forth in this Settlement, Plaintiff, on behalf of herself and her heirs, representatives, attorneys, executors, administrators, successors, relatives, and assigns releases Defendant and the Released Parties from any and all causes of action, obligations, costs, expenses, damages, claims, liabilities, benefits, attorneys' fees, and costs actually incurred, of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of Plaintiff's employment with any of the Released Parties.

2. This release does not cover claims that cannot be waived by law, including pending claims for workers' compensation benefits.

3. For the purpose of implementing a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges that the release in Paragraph VI(B) of this Settlement is intended to include in its effect, without limitation, all claims he did not know or suspect at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Settlement is also for the release of those claims and contemplates the extinguishment of any

such claims. In furtherance of this Settlement, Plaintiff expressly waives all rights provided by California Civil Code section 1542, or other similar statutes that Plaintiff may have against any of the Released Parties. Section 1542 states:

> 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.

C. Tax Treatment and Tax Indemnification

PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for his or her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they should contact the Settlement Administrator. The PAGA Settlement Members should not contact Defendant, any of the Released Parties, or Defense Counsel.

VII. MISCELLANEOUS PROVISIONS

A. Voiding the Settlement

A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of Plaintiff or Defendant. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Order failing to approve a material condition of the Settlement has been received by the party seeking to void the Settlement.

B. Mutual Full Cooperation

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

C. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this Settlement.

D. Binding Nature of the Settlement

1. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the PAGA Settlement Members.

2. This Settlement may be amended or modified only by a written instrument signed by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights under this Settlement may be waived except in writing.

3. This Settlement constitute the entire agreement between Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or their counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

E. Joint Drafting of Settlement Documents

1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by Defendant shall be used for any purpose other than the settlement of this Action or Arbitration. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendant or the Released Parties.

F. Execution of the Settlement

This Settlement may be executed in one or more counterparts and by e-mail or facsimile. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

G. No Press Release or Publicity Regarding the Terms of the Settlement

Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, professional organization such as CELA, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendant engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendant, or otherwise identify Defendant. Defendant shall be allowed to report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

H. Continuing Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

12/4/2025

DATED: November ___, 2025

MAUREEN LANCEFIELD MORGAN-BALDWIN

DocuSigned by:

By: ______________________

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DATED: November ___, 2025

ALAMITOS RIDGE HEALTHCARE, LLC

By: Chad Sisco

Name: Chad Sisco

Position: Administrator

AGREED AS TO FORM:

DATED: November 4, 2025

JAMES HAWKINS APLC

By: ______________________

Gregory Mauro
Attorneys for Plaintiff Maureen Lancefield Morgan-Baldwin

DATED: February 16, 2026

FISHER & PHILLIPS LLP

By: ______________________

GRACE Y. HOROUPIAN
Attorneys for Defendant Alamitos Ridge Healthcare, LLV dba Ocean Ridge Post Acute

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

You are receiving this letter because you are entitled to money as a result of a court approved settlement in *Maureen Lancefield Morgan-Baldwin v. Alamitos Ridge Healthcare, LLC, et al.*, Superior Court of the State of California, County of Los Angeles, Case No. 24STCV12606 (the "**Lawsuit**").

What is this case about?

In the Lawsuit, Plaintiff Maureen Lancefield Morgan-Baldwin asserted claims for civil penalties pursuant to the Private Attorneys General Act of 2004 ("**PAGA**") Labor Code section 2698 *et seq.* against Defendant Alamitos Ridge Healthcare, LLC ("Alamitos Ridge" or "**Defendant**") on behalf of herself and all individuals employed by Defendant as non-exempt employees in California from November 23, 2024 through October 24, 2025. These persons are known as **"PAGA Settlement Members"** and this period is known as the "**PAGA Period**" or **"Settlement Period"**. These claims are based on Plaintiff's alleged (1) failure to wages including overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide correct wage statements; (4) failure to timely pay final wages at separation; and (5) failure to provide accurate wage statements; (6) failure to pay vested vacation pay at separation; and (7) failure to indemnify necessary business expenses. Defendant denies each of these claims and contentions alleged by Plaintiff in the Lawsuit and contends that they complied with California law in all respects.

What are the terms of the Settlement?

Plaintiff and Defendant reached a settlement of $120,000.00, which was reviewed and approved by the Court ("the Settlement"). By operation of the Settlement's terms, all PAGA Settlement Members will release Defendant and other released parties from all PAGA claims and theories that were set forth, or that could have been set forth based on the facts alleged in the Action during the PAGA Period for PAGA claims for civil penalties under the California Labor Code including, but not limited to, under California Labor Code sections 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and related IWC Wage Orders, based on the various theories of liability, including, but not limited to, Alamitos Ridge's alleged failure to pay all wages earned and owed upon separation, failure to provide legally compliant meal and rest breaks, failure to pay business expenses, and provide accurate written wage statements. The Settlement is intended only to release PAGA Settlement Members' PAGA claims.

Upon entry of the order approving the Settlement, any PAGA Settlement Member covered by the Settlement will be barred from proceeding with any claim released by the Settlement. **You are bound by the settlement and release of PAGA claims based on the Court's final judgment, regardless of whether you cash or deposit the enclosed check.**

Defendant's records show that you are a PAGA Settlement Member. Accordingly, you are entitled to a share of the settlement based on your percentage share of pay periods during the PAGA Period. Because this calculation was approved by the Court, the amount of your payment is final and cannot change. The settlement is non-wage penalties and is reported on an IRS Form 1099 (enclosed). No taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the unclaimed property fund of The State Controller's Office.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

If you have any questions or would like more information about the settlement or this lawsuit, you may contact the Settlement Administrator at APEX Class Action Administration. [Address], [Telephone Number].

PLEASE DO NO CONTACT PLAINTIFF'S COUNSEL OR DEFENSE COUNSEL.

Exhibit 2

Matter Billing Detail

Report Date:	4/28/2026
Report Time:	1:18PM
Page:	1 of 2
User ID:	R. Hawkins

JAMES HAWKINS APLC

Date Range: **01/01/1900 to 04/28/2026**
Client: **MORGAN002 - Maureen Lancefield Morgan-Baldwin**
Matter: **BHC HERITAGE2 - Alamitos Ridge Healthcare LLC PAGA - Ocean Ridge - Mek - Maureen Morgan-Ba**

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	$0.00						
05/10/2024	POS	Postage-03.13.24-LWDA	$10.16		Unbilled				
05/10/2024	POS	Postage-03.13.24-LWDA	$10.16		Unbilled				
05/20/2024	FST	First Legal - Filing - Complaint, civil case cover sheet, summons IN# 30283542	$567.20		Unbilled				
08/19/2024	LDS	Legal Document Server - E-Filing - Request for dismissal, Order IN# 10217120	$14.15		Unbilled				
09/24/2025	MED	Mediation Services IN#659082 CK#2288	$7,500.00		Unbilled				
11/13/2025	EXA	Expert Analysis IN#16586 CK#2423	$3,307.50		Unbilled				
		Total:	$11,409.17	$0.00					
		Balance:	$11,409.17						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee

Total Fees Billed- - - - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Unbilled : - - - - - - - - - - - - - - - -	**$0.00**
Total Fees Received : - - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Billed : - - - - - - - - - - - - - - -	**$0.00**
Total Soft Cost Unbilled : - - - - - - - - - - - -	**$0.00**
Total Soft Cost Received : - - - - - - - - - - - -	**$0.00**
Total Hard Cost Billed : - - - - - - - - - - - - - -	**$0.00**
Total Hard Cost Unbilled : - - - - - - - - - - - -	**$11,409.17**
Total Hard Cost Received : - - - - - - - - - - - -	**$0.00**
Total Taxes Billed : - - - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Unbilled : - - - - - - - - - - - - - - -	**$0.00**
Total Taxes Received : - - - - - - - - - - - - - - -	**$0.00**
Total Late Charges Billed : - - - - - - - - - -	**$0.00**
Total Late Charges Unbilled: - - - - - - - - -	**$0.00**
Total Late Charges Received : - - - - - - - - -	**$0.00**
Trust Balance: -	**$0.00**