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Attorneys for Plaintiff Valerie A. Williams,  
on behalf of herself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

VALERIE A. WILLIAMS, an individual,  
on behalf of herself and all others similarly  
situated,

Plaintiffs,

v.

SOUTH COAST HEALTH & WELLNESS  
CORPORATION, a California corporation;  
COMMUNITY CARE ON PALM  
RIVERSIDE, LLC, a California limited  
liability company; COMMUNITY CARE  
ON PALM, a business organization of form  
unknown; and DOES 1 to 50, inclusive,

Defendants.

**PAGA ACTION**

Case No.: 24STCV10471

**DECLARATION OF ENOCH J. KIM  
IN SUPPORT OF PLAINTIFF'S  
MOTION FOR APPROVAL OF PAGA  
SETTLEMENT**

Assigned for all purposes to:  
Hon. David S. Cunningham III

Hearing Info:  
Date: November 24, 2025  
Time: 10:30 a.m.  
Dept.: SS11

Action filed: April 25, 2024  
FAC filed: August 05, 2024  
Trial date: None Set

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I, Enoch J. Kim, declare:

1. I am an attorney in good standing duly admitted to the State Bar of California and an attorney of record for Plaintiff Valerie A. Williams (“Plaintiff”) in this action. I submit this Declaration in support of Plaintiff’s Motion for Approval of PAGA Settlement under California Labor Code 2698 *et seq.* I have firsthand knowledge of the facts set forth in this declaration and, if called to do so, could testify competently to them. I and my firm are referred to herein as “PAGA Counsel.”

## PROCEDURAL HISTORY AND DISCOVERY EFFORTS

2. Defendant Community Care on Palm Riverside, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) employed Plaintiff as a Certified Nursing Assistant in 2022. Plaintiff’s main duties included patient sittings, patient safety, and patient care. Plaintiff alleges that, during Plaintiff’s employment, Defendant violated several provisions of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5.

3. On April 25, 2024, Plaintiff submitted a Notice of Labor Code Violations to the Labor and Workforce Development Agency (LWDA) describing the following alleged violations of the California Labor Code and applicable Industrial Welfare Commission Wage Order: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Labor Code § 226.7; (4) Rest-Break Liability Labor Code § 226.7; (5) Failure to Pay Reporting Time Under 8 CCR § 11050(5); (6) Violation of Labor Code § 226; (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (11) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802; (12) Violation of Business & Professions Code § 17200 et seq. On April 25, 2024, Plaintiff filed her complaint. On August 5, 2024, Plaintiff filed her First Amended Complaint adding a claim for Penalties under PAGA, Labor Code § 2698 et seq.

1       4.       Throughout the litigation, Defendant denied, and continues to deny, any wrongdoing  
2 in regard to the alleged violations. The parties agreed to mediate, and Defendant provided the  
3 time and payroll records for Plaintiff and a 37% sampling of Aggrieved Employees  
4 (approximately 349 aggrieved employees) as well as all applicable policies and procedures from  
5 between April 25, 2023, through August 15, 2024, and extrapolated to November 1, 2024.  
6 Plaintiff engaged an expert data analyst to review Defendant's data and to prepare the damage  
7 analysis.

8       5.       On November 1, 2024, the parties attended a private mediation before Lisa Klerman.  
9 The parties agreed to avoid further litigation and to settle and resolve the action, executing the  
10 PAGA Settlement Agreement ("Settlement").

11                   **SETTLEMENT NEGOTIATIONS AND TERMS OF SETTLEMENT**

12       6.       Attached hereto as Exhibit 1 is a true and correct copy of the executed Settlement and  
13 Exhibit A attached thereto is the Notice of Settlement explaining why the check is being sent.

14       7.       The Parties believe and agree that the Settlement provides for a fair, adequate, and  
15 reasonable resolution of the Action and have arrived at the Settlement in extensive, arm's length  
16 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that  
17 the Settlement confers real benefits upon the Aggrieved Employees and the State and that an  
18 independent review of the Settlement by the Court in the approval process will confirm this  
19 conclusion.

20       8.       For purposes of the Settlement, Aggrieved Employees or PAGA Members are defined  
21 as: all current and former hourly-paid or non-exempt employees of Defendant in California during  
22 the PAGA Period, which is April 25, 2023, through December 31, 2024. (Ex. 1, ¶ 1.4, 1.19)  
23 Based on its records, Defendant estimates that the Aggrieved Employees collectively worked  
24 approximately 2,660 pay periods during the PAGA Period ("PAGA Pay Periods").

25       9.       The Settlement Agreement requires Defendants to pay the total sum of \$110,000.00  
26 (the "Gross Settlement Amount" or "GSA"). The Gross Settlement Amount will be allocated as  
27 follows, pending Court approval:

28               a)       Attorneys' fees in the amount of one-third of the GSA or \$36,666.67 ("PAGA

Counsel Fees Payment”) and actual litigation costs in the amount of not more than \$25,000 (“PAGA Counsel Litigation Expenses Payment”) (PAGA Counsel incurred actual costs in the amount of \$18,694.98);

b) Administration costs of no more than \$4,000.00 to be paid to the Settlement Administrator (“Administration Expenses Payment”), Phoenix, for sending notices and for calculating settlement shares and preparing all checks and mailings; and

c) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”) after deducting the above costs is approximately \$50,635.52 and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% (\$37,976.64) being paid to the LWDA (the “LWDA PAGA Payment”) and 25% (\$12,658.88) being paid to the Allegedly Aggrieved Employees on a pro-rata basis (“Individual PAGA Payment”).

10. The Parties agreed to use Phoenix Class Action, LLC (“Phoenix”) as the third-party settlement administrator in this case. Phoenix will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of Settlement (which is attached as Exhibit A to the Settlement Agreement) and calculating and distributing the settlement checks, among other duties. Phoenix capped its fees at \$4,000.00 for administering the Settlement, and based on PAGA Counsel’s experience in other class and PAGA settlements, Phoenix’s costs for administering this Settlement are fair and reasonable. A detailed summary of the services, qualifications, and experience of the Administrator, including a discussion of its procedures regarding safeguarding employee data and settlement funds, is contained in the Declaration of Jodey Lawrence.

11. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks

1 inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's  
2 claim to the settlement award he or she will receive. Further, and based on the settlement  
3 negotiations, which were extensive and conducted in good faith and at arm's length between  
4 attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the  
5 product of a non-collusive settlement process in which the parties were forced to make  
6 significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

7 **THE STRENGTH OF PLAINTIFF'S CASE**

8 **IN LIGHT OF THE SETTLEMENT AMOUNT**

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

- 12 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-  
13 clock” work and for all their overtime hours worked and were subjected to unlawful  
14 rounding, and they were not paid at the required rates for overtime.
- 15 • Failed to provide the Aggrieved Employees with compliant meal periods because  
16 they were compelled to perform work and remain under Defendant's control during  
17 meal periods, for example, to assist patients during emergencies, and respond to other  
18 work demands.
- 19 • Rounded hours worked to the detriment of the Aggrieved Employees.
- 20 • Failed to provide the Aggrieved Employees with compliant rest periods as they  
21 required Aggrieved Employees to respond to work demands during breaks and  
22 therefore frequently received interrupted, shortened, or not provided rest periods.
- 23 • Failed to maintain accurate timekeeping records and provide accurate wage  
24 statements, including the failure to include all hours worked and other forms of  
25 remuneration by the Aggrieved Employees.
- 26 • Failed to pay Aggrieved Employees' reporting time pay.
- 27 • Failed to pay all wages owed to Aggrieved Employees at the end of employment.
- 28 • Failed to reimburse the Aggrieved Employees for business expenses, including for

cell phone-related expenses Plaintiff incurred in responding to work communications from supervisors and tools such as a thermometer and blood pressure cuff.

13. Defendant denies and continues to deny all of the claims made by Plaintiff in this Action and contend that it acted at all relevant times in conformance with the law. Defendant contends that Plaintiff and the Aggrieved Employees were paid for all hours worked, provided lawfully compliant meal and rest periods, paid all wages due on a timely basis, provided Labor Code compliant wage statements, and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business-related expenses for which they were not reimbursed. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a settlement.

14. Based upon the alleged Labor Code violations, Plaintiff believes the total *maximum* exposure for the PAGA penalties is approximately \$266,000, calculated by multiplying the total number of PAGA Pay Periods (2,660) by \$100 per violation. Without stacking penalties,<sup>1</sup> Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per pay period.

15. The Gross Settlement Amount of \$110,000 is a fair and reasonable settlement and is approximately 41% of the maximum potential exposure of \$266,000.00. This settlement results in a per pay period amount of approximately \$41.35.

16. Defendant adamantly disputes both the underlying liability and the calculation of potential penalties. Moreover, Plaintiff anticipates that Defendant would argue that the Court should exercise its discretion to significantly reduce any penalties awarded should Defendant be found liable. Labor Code section 2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties: "[A] court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Case

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<sup>1</sup> "Stacking" penalties occurs when a civil penalty is recovered for each violation within a single pay period. The availability of stacking in a PAGA settlement is unclear because Labor Code section 2699, subdivision (f) references "a" penalty for "a" violation, while subdivision (g) references "the" civil penalty on behalf of employees against whom "one or more of the alleged violations."

1 law supports a trial court's discretion in downgrading penalties based on these factors. (See  
2 *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135-1136.) This  
3 discretion warrants a heavy discount, in that even if Plaintiff were successful and could prove the  
4 violations, there is a high likelihood that the Court would not grant the full value of the PAGA  
5 penalties.

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

7 17. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of  
8 attorneys' fees in the amount of \$36,666.67 and an award of litigation costs to PAGA Counsel  
9 of \$18,694.98. This request is fair, reasonable, and adequate to compensate PAGA Counsel for  
10 the substantial work they have put into this case and, moreover, the risk they assumed by taking  
11 it in the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all  
12 uncompensated work that they have already done and for all the work they will continue to do  
13 in carrying out and overseeing the notification to the Aggrieved Employees, communicating  
14 with Aggrieved Employees regarding their claims, and assisting in the administration of the  
15 Settlement if it is approved.

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

20 19. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting  
21 the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed  
22 time and pay records, employment handbooks, Plaintiff's personnel file, relevant policies and  
23 other documentation, researched the applicable law and potential defenses, constructed damage  
24 models based on interpretations of California law, appeared for the initial case management  
25 conference and conferred with defense counsel, drafted reports and other pleadings for the  
26 Court attendant to the case, engaged in meet and confer efforts with Defendant, prepared for and  
27 participated in mediation, reviewed information provided by Defendant at the mediation,  
28 drafted and revised the settlement agreement and notice, and drafted this Motion.

1        20.    The bargaining between experienced counsel for Plaintiff and Defendant was  
2 informed, adversarial, and at arms-length. Such bargaining is obviously the best measure of the  
3 market for attorneys' fees in the highly specialized legal arena of wage and hour class action  
4 litigation. The requested fee award was bargained for during mediation and as part of  
5 adversarial negotiations between experienced adverse counsel. I provide a detailed summary of  
6 my and PAGA Counsel's background and experience below.

7        21.    The current lodestar cross-check would not require use of a multiplier to reach the  
8 equivalent of the percentage. PAGA Counsel have spent approximately 179.9 hours litigating  
9 and settling this case, which does not include additional time for attending the settlement  
10 approval hearing and overseeing the distribution of settlement funds, resulting in a lodestar of  
11 \$152,296.

12        22.    I have invested at least **15.1** hours for a total of **\$15,779.50** in attorneys' fees  
13 (\$1,045/hr x 12 hours = **\$16,125.00**). Senior Attorney Alvin B. Lindsay invested at least **22.4**  
14 hours for a total of **\$28,224** in attorneys' fees (\$1,260/hr x 22.4 hours = **\$28,224**). \$950 for  
15 Attorney Rose Sorial invested at least **42.7** hours for a total of **\$40,565** in attorneys' fees  
16 (\$950/hr x 42.7 hours = **\$40,565**). Attorney Tania Fonesca invested at least **61** hours for a total of  
17 **\$51,240** in attorneys' fees (\$840/hr x 61 hours = **\$51,240**). \$475 for Attorney Antonia McKee  
18 invested at least **27.9** hours for a total of **\$13,252** in attorneys' fees (\$475/hr x 27.9 hours =  
19 **\$13,252**). Paralegal Jose Lopez invested at least **10.6** hours for a total of **\$3,180** in attorneys' fees  
20 (\$300/hr x 10.6 hours = **\$3,180**). Paralegal Jonathan Morataya invested at least **.2** hours for a  
21 total of **\$55.00** in attorneys' fees (\$275/hr x .2 hours = **\$55**). PAGA Counsel's skill and  
22 experience support the hourly rates requested. PAGA Counsel charge rates commensurate with  
23 the prevailing market rates in the Los Angeles area for attorneys of comparable experience and  
24 skill handling complex litigation.

25        23.    PAGA Counsel competently represented the Aggrieved Employees, dealt with  
26 complex issues, obtained excellent results, and took significant risk to seek compensation for the  
27 State and Aggrieved Employees. When these factors are considered, any downward adjustment  
28 under the lodestar method can be regulated by using a multiplier to reach the percentage amount

1 requested.

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

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

11 26. D.Law has litigated and successfully resolved many wage and hour class action cases  
12 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La  
13 Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787),  
14 Harvey v. Bed Bath & Beyond of California corporation (Superior Court of California in  
15 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in  
16 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,  
17 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-  
18 01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los  
19 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los  
20 Angeles, BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in  
21 Santa Clara, 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of  
22 California in Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al.  
23 (Superior Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family,  
24 Inc. (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v.  
25 Victor Valley Global et al. (Superior Court of California in Tuolumne, CIVDS1709289), Puerta-  
26 Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los  
27 Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California  
28 in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California,

1 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California,  
2 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-  
3 cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-  
4 DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los  
5 Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of  
6 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area  
7 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-  
8 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-  
9 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV  
10 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,  
11 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in  
12 Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court  
13 of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of  
14 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of  
15 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court  
16 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior  
17 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX  
18 Corporation dba IMAC Worldwide Home (Superior Court of California in Tuolumne,  
19 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,  
20 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-  
21 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California  
22 in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of  
23 California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of  
24 California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc.  
25 (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)  
26 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution  
27 Services, Inc. (Superior Court of California in Tuolumne, CIVDS1915743), Viridi v. Absolute  
28 Security International (Superior Court of California in Tuolumne, CIVDS 1909589), Raj v. First

Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS),  
Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-  
00008179-CU-OE-NC), among others.

27. I am Senior Counsel at D.Law. I was admitted to the California Bar in December  
2008. I received my J.D. from Pepperdine University School of Law and a B.S. from the  
University of Southern California. Since graduating from law school, I have dedicated virtually  
my entire career to the practice of employment law. I have practiced employment law from the  
plaintiff's side, the defense side, and from an in-house position. I have significant experience  
specifically working on wage and hour class actions from the plaintiff's side as well as the  
defense side, with the majority of my experience coming from the plaintiff's side. In light of my  
background and experience, my current billing rate is \$1,045.00 (17 years out of law school,  
Laffey Matrix of \$948.00).

28. Senior Counsel Alvin B. Lindsay graduated from the United States Military Academy  
at West Point and then served as an Army Officer for 10 years in the Corps of Engineers. He  
then earned his Juris Doctorate from Whittier Law School and has been practicing in California  
for over twenty years. Since 2010, he has exclusively focused his practice on representing  
employees including in wage-and-hour class actions. During his career, he has represented  
employees in many wage-and-hour class action lawsuits as lead or co-lead counsel (including in  
the Central, Southern, Eastern, and Northern Districts of California), and has been successful in  
getting many contested class action cases certified and has secured class and PAGA settlements  
for many millions of dollars against a range of defendants, including Fortune 500 companies. He  
is experienced and qualified to evaluate the class and representative claims, to evaluate  
settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses.  
Alvin Lindsay spent approximately 22.4 hours on this matter and his current billing rate is  
\$1,260.00 (22 years out of law school, Laffey Matrix rate of \$1,141.00).

29. Attorney Rose Sorial graduated from the University of California, Santa Barbara, in  
2018, and from the University of California, Irvine School of Law in 2023. Since graduating law  
school, he has almost exclusively practiced in the area of employment law, representing clients

1 in complex class actions and representative actions in wage and hour claims. Ms. Sorial spent  
2 approximately 42.7 hours on this matter and her current billing rate is \$950.00 (15 years out of  
3 law school, Laffey Matrix rate of \$948.00).

4 30. Attorney Tania Fonseca received her bachelor's degree from University of California,  
5 San Diego in 2011, and her Juris Doctor degree from California Western School of Law in 2015.  
6 Her entire professional career has focused on plaintiff's side employment law, and she has been  
7 previously appointed as class and PAGA counsel for many other wage and hour settlements in  
8 both California state and federal court. Ms. Fonesca spent approximately 61 hours on this matter  
9 and her current billing rate is \$840.00 (10 years out of law school Laffey Matrix rate of \$839.00).

10 31. Attorney Antonia McKee graduated from University of California, Davis, in 2014, and  
11 from Southwestern Law School's SCALE Accelerated Two-year Program in 2021. Since  
12 graduating law school, she has almost exclusively practiced in the area of employment law,  
13 representing clients in complex class actions and representative actions in wage and hour claims.  
14 She has also previously been appointed as class and PAGA counsel for other contested  
15 proceedings. Antonia McKee spent approximately 27.9 hours on this matter and her current  
16 billing rate is \$475.00 (4 years out of law school, Laffey Matrix rate of \$581.00).

17 32. Certified paralegal José-Ernesto López graduated from Kalamazoo College in 2013  
18 with a Bachelor of Arts in Political Science. He Began his legal career in 2017 and was promoted  
19 to paralegal in 2018. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal  
20 Studies with distinction from the University of California, Los Angeles Extension meeting the  
21 requirements of Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined  
22 D.Law, Inc. as a Litigation Paralegal, focusing exclusively on wage and hour class action and  
23 representative cases.

24 33. Certified paralegal Jonathan Morataya graduated magna cum laude from California  
25 State University, Northridge with a Bachelor of Arts degree in Political Science with a focus in  
26 Law and Society. He began his legal career in 2022, in wage and hour employment matters and  
27 was promoted to Senior Paralegal. In December 2023, managing partner of Abramson Labor  
28 Group certified his experience as a paralegal under Business & Profession Code section

6450(c)(3).

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

35. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation and are adequate to represent the proposed Aggrieved Employees in the instant action.

36. PAGA Counsel requests reimbursement for actually-incurred litigation expenses and costs in the amount of \$18,694.98. This requested amount is less than the amount provided for in the Agreement. These litigation expenses include the expenses incurred for filing fees, mediation fees, and expert fees, all of which are costs normally billed to and paid by the client. Attached hereto as Exhibit 4 is a true and correct copy of litigation expenses and costs.

37. As required by Labor Code section 2699(l)(2), Plaintiff has submitted the proposed settlement documents to the LWDA. Attached hereto as Exhibit 2 is a true and correct copy of confirmation of this submission.

#### **EXHIBITS**

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

39. A true and correct copy of Plaintiff's PAGA letter submitted to the LWDA on April 25, 2024, is attached hereto as **Exhibit 2.**

40. On October 7, 2025, my office submitted the Settlement and this Motion to the LWDA by uploading it to the LWDA's website concurrently with the filing of this Motion. A copy of the confirmatory email my office received from the LWDA after submission is attached hereto as **Exhibit 3.**

41. A true and correct copy of D.Law's costs as of this date is attached hereto as **Exhibit 4.**

42. I declare under penalty of perjury under the laws of the State of California that the above facts are true and correct.

Executed October 7, 2025, in Los Angeles, California.

/s/ Enoch J. Kim

Enoch J. Kim

# EXHIBIT 1

## PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Valerie Williams (“Plaintiff”) and defendant Community Care on Palm Riverside, LLC (“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 *Valerie Williams v. South Coast Health & Wellness Corporation, et al.*, Case Number 24STCV10471 pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Administration Solutions, 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 and refers to all current and former hourly-paid or non-exempt employees of 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 Jose-Manuel A. de Castro of DE CASTRO LAW GROUP, P.C.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$110,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross

Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Emil Davtyan, David Yeremian, Alvin Lindsay, Rose Sorial, Enoch Kim, and Antonia McKee of D.LAW, INC., the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from April 25, 2023, to December 31, 2024.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's April 25, 2024, letter to Defendant and the LWDA, LWDA Case No. LWDA-CM-1024620-24, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.23. "Plaintiff" means Valerie Williams, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA

Settlement.

- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. Defendant” means named Defendant Community Care on Palm Riverside, LLC.

## **2. RECITALS.**

- 2.1. On April 25, 2024, Plaintiff commenced this Action by filing a putative class action Complaint alleging claims against Defendant on behalf of herself individually and on behalf of a putative class for violations of the California Labor Code. On August 5, 2024, Plaintiff filed a First Amended Complaint asserting an additional claim against Defendant for penalties under PAGA, Labor Code Section 2698, et seq., and dismissing an additional defendant that had been named in the original complaint in the action, South Coast Health & Wellness Corporation. The First Amended 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. Plaintiff and Defendant are parties to a written arbitration agreement under which Plaintiff waived the right to assert claims against Defendant, arising from Plaintiff’s employment with Defendant, on a class basis.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On November 1, 2024, Plaintiff and Defendant participated in an all-day mediation with mediator Lisa Klerman.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, statistical data, including records of Defendant’s employees, which consisted of wage statements, clock in and clock out times, wages earned during the relevant pay periods, written policies and procedures on meal breaks, and overtime compensation, the number of pay periods in the PAGA Period, and the total number of aggrieved employees.
- 2.6. As a condition of settlement, Plaintiff shall file dismissal of her Class and individual non-PAGA claims without prejudice.

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

### 3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$110,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$36,666.67 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. 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 an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will 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.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 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 \$4,000.00, 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 \$44,333.34 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% 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 (\$11,083.34) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.4. In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel reserve their right to appeal such order, however, Plaintiff and/or PAGA Counsel shall not request or demand an increase to the Gross Settlement Amount on that basis.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 215 Aggrieved Employees who worked a total of 2,660 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days following the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. 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 no later than 30 days after the Effective Date.

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 Seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, 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. RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Aggrieved Employees will release claims against all Released Parties as follows:

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, including but not limited to California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff agrees to prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code

Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; and (iii) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court. Plaintiff shall prepare a signed declaration attesting to all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator and aver that she is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. The Parties, by and through their attorneys, PAGA Counsel and Defense Counsel respectively, are jointly responsible for expeditiously finalizing and filing the application 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 timely transmitting to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)) and delivering the Court’s Preliminary Approval to the Administrator. PAGA Counsel shall also attest to all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator in PAGA Counsel’s declaration in support of PAGA Approval and aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 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, by and through their counsel, will expeditiously work together 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, the Parties, by and through their counsel, will expeditiously work together 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 Administration Solutions 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 represent that they and their Counsel have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out

of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE:** Based on its records, Defendant estimated that that Aggrieved Employees worked a total of 2,660 employee pay periods during the PAGA Release Period. If the number employee pay periods worked by Aggrieved Employees during the PAGA Release Period exceeds that estimate by more than 12.5% (i.e. exceed 2,992 employee pay periods) then the Gross Settlement Amount will increase proportionate to the difference between the number employee pay periods worked by Aggrieved Employees during the PAGA Release Period and 2,992 (i.e., if number of employee pay periods exceeds 2,992 by 1%, the Gross Settlement Amount will increase by 1%). If this provision is triggered, PAGA Counsel's Fees will increase proportionally to remain one-third of the Gross Settlement Amount.
9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment in accordance with section 3.2.4 of this Agreement, the Parties 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. The Parties separately warrant and represent that Class Counsel and Defense Counsel are authorized, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to

the benefit of, the successors of each of the Parties.

- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. 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 destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.LAW, INC.

Emil Davtyan

emil@d.law

David Yeremian

d.yeremian@d.law

Alvin Lindsay

To Defendant:

Community Care on Palm Riverside, LLC

c/o DE CASTRO LAW GROUP, P.C.

7590 N. Glenoaks Blvd., Suite 201

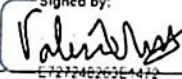
Los Angeles, CA 91504

jmdecastro@decastrolawgroup.com

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r.sorial@d.law  
Enoch Kim  
e.kim@d.law  
Antonia McKee  
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Glendale, CA 91203

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.18 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

APPROVED:

Signed by:  
  
E727246205E4472

Plaintiff Valerie Williams

Dated: 6/25/2025



Ezequiel Bercovich For  
Defendant  
Community Care on Palm Riverside, LLC  
Title: General Counsel

Dated: 7.15.25

**APPROVED AS TO FORM:**

Dated: June 25, 2025

D.LAW, INC.



Emil Davtyan  
David Yeremian  
Alvin Lindsay  
Enoch Kim  
Attorneys for Plaintiff Valerie Williams

Dated: June \_\_\_\_\_, 2025

DE CASTRO LAW GROUP, P.C

**Jose-Manuel A. de Castro**

Digitally signed by Jose-Manuel A. de Castro  
Date: 2025.08.04 13:11:16 -07'00'

Jose-Manuel A. de Castro  
Attorneys for Defendant Community Care on Palm  
Riverside, LLC

# EXHIBIT A

<<DATE>>

<<FIRST\_NAME>> <<LAST\_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment from *Williams v. South Coast Health & Wellness Corporation, et al.***

Dear <<FIRST\_NAME>> <<LAST\_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Williams v. South Coast Health & Wellness Corporation, et al.*, Los Angeles Superior Court Case No. 24STCV10471.

## **WHAT IS THE CASE ABOUT?**

This case was brought by Plaintiff, Valerie Williams (“Plaintiff”), and filed against Community Care on Palm Riverside, LLC (“Defendant”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). Plaintiff filed the lawsuit on behalf of herself, the State of California and all persons who are employed or were previously employed by Community Care on Palm Riverside, LLC, in California and are or were classified as non-exempt employees at any time during the “PAGA Period,” which covers the time period of April 25, 2023, through December 31, 2024. The group of employees referenced above are called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

## **WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?**

In this case, Plaintiff claimed that Defendant owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations including (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Labor Code § 226.7; (4) Rest-Break Liability Labor Code § 226.7; (5) Failure to Pay Reporting Time Under 8 CCR § 11050(5); (6) Violation of Labor Code § 226; (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (11) Failure to Reimburse Necessary Business Expenses under Labor Code § 2802. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability for the causes of action alleged.

The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay \$110,000.00, which is called the Gross Settlement Amount. From the

Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel will receive a PAGA Counsel Fees Payment of \$36,666.67 for attorneys' fees and a PAGA Counsel Costs Payment of \$18,370.50 for litigation expenses. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Costs Payment of \$4,000.00 for helping to administer the settlement. The balance of the monies, called the Net Settlement Amount, in the amount of \$72,455, represents the PAGA Penalties.

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the LWDA") and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$38,222.12 will be paid to the LWDA for its share of PAGA penalties, and \$12,740.71 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,740.71) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods, which is any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

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

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

## **YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS**

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

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

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, including but not limited to California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5.

The “PAGA Period” means the period from April 25, 2023, through December 31, 2024.

“Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

## QUESTIONS?

If you have any questions, you can contact the Settlement Administrator whose contact information is below and at the top of this letter.

Very Truly Yours,

Phoenix Settlement Administrators

[INSERT CONTACT INFORMATION]

# EXHIBIT 2

April 25, 2024

**VIA ON-LINE SUBMISSION ONLY TO:**

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

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

**VIA CERTIFIED MAIL TO:**

(by certified mail to South Coast Health & Wellness Corporation, Community Care on Palm Riverside, LLC, Community Care on Palm)

South Coast Health & Wellness Corporation  
19751 Quiet Bay Ln  
Huntington Beach, CA 92648  
Certified Mail Tracking Number: 9414 8112 0620 4190 9821 22

Cheryl B. Jumonville  
Agent for Service of Process for South Coast Health & Wellness Corporation  
19751 Quiet Bay Ln  
Huntington Beach, CA 92648  
Certified Mail Tracking Number: 9414 8112 0620 4190 9842 87

Community Care on Palm Riverside, LLC  
1515 N Fair Oaks Avenue  
Pasadena, CA 91103  
Certified Mail Tracking Number: 9414 8112 0620 4190 9651 01

Ezequiel Bercovich  
Agent for Service of Process for Community Care on Palm Riverside, LLC.  
1515 N Fair Oaks Avenue  
Pasadena, CA 91103  
Certified Mail Tracking Number: 9414 8112 0620 4190 9583 94

Community Care on Palm  
4768 Palm Ave.  
Riverside, CA 92501  
Certified Mail Tracking Number: 9414 8112 0620 4190 9599 71

**Re: Labor Code § 2698, et seq. Penalties - PAGA Notice Letter to LWDA  
*Valerie A. Williams v. South Coast Health & Wellness Corporation, et al.*  
Superior Court for the County of Los Angeles**

Gentlepersons:

This office represents Valerie A. Williams (“Plaintiff”) and other similarly aggrieved employees employed as non-exempt, hourly, skilled-nursing, convalescent, and rehabilitation employees



and in related positions at Defendants' facility and office locations in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

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

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

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

### **Relevant Facts**

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

Defendants required Plaintiff and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and



provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendant South Coast Health & Wellness Corporation is a California corporation which lists its principal address with the California Secretary of State in Huntington Beach, California. Defendant South Coast Health & Wellness Corporation is listed as the registrant of a fictitious business name Community Care on Palm. Community Care on Palm was the entity listed as the Employer on wage statements provided to Plaintiff and on information and belief, to other Aggrieved Employees during their employment. On information and belief, South Coast Health & Wellness Corporation is a parent company that owns, manages, or is otherwise related to Community Care on Palm, and the two jointly employed Plaintiff and the other Aggrieved Employees working there.

Defendant Community Care on Palm Riverside, LLC, is a California limited liability company which lists its principal address with the California Secretary of State in Pasadena, California. Community Care on Palm Riverside, LLC lists its type of business as a "Skilled Nursing Facility." On information and belief, Defendant Community Care on Palm Riverside, LLC owns, operates, manages, or is otherwise related to Community Care on Palm, and the two jointly employed Plaintiff and the other Aggrieved Employees working there along with South Coast Health and Wellness Corporation. Additionally, the name Community Care on Palm Riverside appears on various employment documents provided to Plaintiff, and on information and belief to other Aggrieved Employees.

Defendant Community Care on Palm is a California business entity of form unknown. The wage statements issued to Plaintiff list Community Care on Palm as her employer with an address in Riverside, California. Upon information and belief, South Coast Health & Wellness Corporation and Community Care On Palm Riverside, LLC operate or do business as Community Care On Palm and South Coast Health & Wellness Corporation and Community Care On Palm Riverside, LLC are either a joint employer with Community Care On Palm or Community Care On Palm is a d/b/a or subsidiary of South Coast Health & Wellness Corporation and Community Care On Palm Riverside, LLC. Plaintiff was employed by Defendants at the Community Care on Palm facility in Riverside, and Defendants employed other Aggrieved Employees there and at the other facilities throughout California. The website for Defendant Community Care on Palm explains "Community Care on Palm is a dedicated care facility located in Riverside County that aims to provide the best possible care to people in need of rehabilitative care, long-term or short-term care."

Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were subjected to unlawful rounding and time shaving or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay



Plaintiff and the Aggrieved Employees all wages due and owing, including by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

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

Plaintiff was employed by Defendants as a Certified Nursing Assistant (CNA) at Defendants' Riverside, California facility. Plaintiff generally worked 16-24 hours per week, two to three days per week, which resulted in shifts of approximately eight hours in duration. Plaintiff worked different shifts during her employment, including those scheduled from 6:00 a.m. to 2:30 p.m. or longer.

Plaintiff's assigned facility included timekeeping systems incorporating electronic recording of time punches by Employees scanning their fingers on a time clock. The single time clock was located inside, near the break room, and purported to record Employees' timekeeping entries with accuracy to the minute. However, in order to access the time clock, Plaintiff would have to go through a series of time-consuming work-related procedures that did not allow Employees to record their start time immediately upon commencing work or when they were otherwise under Defendants' control.

For security reasons aimed at keeping Defendants' psychiatric facility patients safe, the facility has exterior gated doors that are locked and require a staff member to open them. Employees may be provided a key to gain entrance into the facility, but Employees working less than full-time hours are generally not provided keys. For incoming Employees without keys, they must ring a doorbell or call another employee inside and wait for a staff member to unlock the gate. Employees could expect to wait several minutes outside of the building while a staff member arrived to open the doors. While Plaintiff had a key for much of her employment, in the fall of 2023, Defendants changed the lock on the gate and failed to provide Plaintiff with a new key. Plaintiff was denied a new key because she was not working full time hours. Finally, after several months of waiting, Plaintiff was provided a new key.

Until approximately March 2023, upon entering, Employees would have to undergo COVID-19 screening and testing. Immediately upon being admitted, Employees would have to scan their foreheads with a thermometer to ensure they did not have a fever. One to two times per week, Employees had to perform COVID-19 rapid tests as well. This process could take additional time to complete. Only after these steps were completed could Employees access the electronic time



clock to scan their fingerprints and record their entries. Between Employees' arrival at the facility's entrance and their actual clocking-in, five to ten minutes would generally elapse that were not recorded in Defendants' timekeeping system as hours worked and thus not compensated by Defendants.

Additionally, Defendants require Employees to record their half-hour meal periods through the time clock. However, due to the heavy workload, Plaintiff was compelled to perform work during her meal periods, for example, to assist patients during emergencies. Moreover, when Plaintiff did not have a key to access the locked gate, if Plaintiff took her meal period outside the facility, she was compelled to shorten it by several minutes to ensure she would ring the doorbell and wait for the gate to be opened so that she could record the return from her meal period at exactly thirty minutes. Thus, Plaintiff's meal periods were interrupted and/or shortened, and she was forced to work off the clock and otherwise remain under Defendants' control during her meal periods.

The failure to maintain accurate timekeeping records perpetrated by Defendants has also been exacerbated by other off the clock work Defendants required their Employees to endure. For example, after clocking out, Plaintiff frequently performed additional work assisting patients or colleagues who required assistance, especially during emergencies. Plaintiff was not permitted to record this time because it would constitute unauthorized overtime and would face disciplinary action. Plaintiff and the Aggrieved Employees were also required to work or otherwise remain under Defendants' control after their shift end times, including while remaining on-site and through after hours work-related communications regarding scheduling and other work requirements.

Defendants also paid Plaintiff and the other Aggrieved Employees various forms of bonuses and per diem pay, along with gift cards and other forms of remuneration above and beyond their regular hourly rates. Defendants neglected to record any gift cards or per diem on wage statements in violation of Labor Code §§ 212 and 213. However, despite requiring Plaintiff and the Aggrieved Employees to work extended shifts of over eight hours, Defendants both failed to pay for all overtime hours actually worked and, upon information and belief, failed to pay that overtime at the correct rate. More specifically, to the extent Defendants paid both overtime and a bonus or per diem to Plaintiff and the Aggrieved Employees in the same pay period, Defendants miscalculated and underpaid overtime hours by failing to include all forms of remuneration, i.e. bonuses, per diems and the like, in the regular rate used to calculate and pay overtime. Additionally, to the extent Defendants paid any sick pay to Plaintiff during these pay periods, Defendants similarly miscalculated the rate at which it was paid by failing to account for all forms of remuneration in the regular rate.

Defendants also failed to pay reporting time pay to Plaintiff and Aggrieved Employees. It was common practice for Defendants to require Employees to call in before their shifts to confirm they should show up to work. On numerous occasions, Plaintiff did so only to be turned away upon arriving for her shift due to scheduling errors. In these instances, Defendants failed to pay Employees for half of their usual or scheduled day's work or four hours at the correct rate of pay.



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

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

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

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

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



More specifically, Plaintiff worked shifts that entitled her to at least one meal period, but due to prioritizing patient care, Plaintiff was compelled to delay her meal periods or have them interrupted. The heavy workloads, patient demands, and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods. Furthermore, due to Defendants' policy of locking the gate, Employees were deterred from leaving the facility. If they did, it would inevitably cause Employees' meal periods to be shortened and interrupted by having to ring the doorbell and wait for a staff member to open it.

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

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

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting bonuses or per diems and the like from the rate at which meal premiums were paid.

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



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

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

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

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



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

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

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty." As also addressed above, to the extent Defendants paid any sick time, they did so at a regular rate that failed to include all forms or remuneration. Plaintiff accordingly seeks this relief available for Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of her employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to



communicate employment-related information to the employee, containing” specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when she was hired and upon information and belief Defendants committed similar violations in connection with similarly situated Aggrieved Employees.

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

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

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



failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws, including Labor Code § 203.

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to work communications from supervisors and tools such as a thermometer and blood pressure cuff. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

**PAGA Claim Details, Legal Bases for Violations and Penalties:**

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

**Failure to Pay Minimum Wages**

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

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

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved employees further request recovery of



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

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

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

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

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



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

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

#### **Meal-Period Liability Under Labor Code § 226.7 and Penalties**

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.

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

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

#### **Rest-Break Liability and Penalties**

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under



Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all.

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

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

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

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

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

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

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part



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

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

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

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

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

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods and by



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

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

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

#### **Failure to Keep Records In Accordance With Labor Code § 1174**

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

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



the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

### **Waiting Time Penalties Pursuant to Labor Code § 203**

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

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



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

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

**Failure to Pay Reporting Time Pay in Violation of Wage Order 5-2001; 8 § CCR 11050(5)**

Defendants regularly required Aggrieved Employees to report for work and were sent home before half of their scheduled days’ work. Defendants failed to pay Aggrieved Employees for half of their scheduled days’ work in violation of Wage Order 5-2001 and 8 § CCR 11050(5). Specifically, Aggrieved Employees were forced to attend work only to be home within two hours, or half of their scheduled shifts, due to insufficient work. Aggrieved Employees were not fully compensated for half of their schedule days’ work and were only compensated for the hours they attended the facility.

Therefore, pursuant to Wage Order 5-2001 and 8 § CCR 11050(5), Aggrieved Employees are entitled to damages in an amount equal to reporting time pay at their effective hourly rates of pay for all the wages they were not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Under the PAGA, and following the exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

**Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802**

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred in responding to work communications from supervisors and tools such as a thermometer and blood pressure cuff. Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and



Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

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

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

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

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

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

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) **Inaccurate Wage Statements and Failure to Maintain Records:** For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage



Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

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

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

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

(g) Failure to Pay Reporting Time Pay: For Defendants failure to provide Employees with all their required reporting time pay in violation of Wage Order 5-2001 and 8 § CCR 11050(5) and civil and statutory penalties available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code § 2810.5, and any above-addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2)



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

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

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against South Coast Health & Wellness Corporation, Community Care on Palm Riverside, LLC, a California limited liability company, Community Care on Palm and any other named Defendants. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

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

Regards,  
D.LAW, INC.

Alvin B. Lindsay

[a.lindsay@d.law](mailto:a.lindsay@d.law)

Cc: South Coast Health & Wellness Corporation, Community Care on Palm Riverside, LLC, a California limited liability company, Community Care on Palm by Certified Mail

# EXHIBIT 3

# EXHIBIT 4

|                                                                  |
|------------------------------------------------------------------|
| <b>Williams v. South Coast Health &amp; Wellness Corporation</b> |
| <b>Litigation Costs</b>                                          |

| Service Date | Details                                                   | Provider          | Amount       |
|--------------|-----------------------------------------------------------|-------------------|--------------|
| 4/25/24      | LWDA Letter                                               | LWDA              | \$ 75.00     |
| 4/25/24      | LWDA Letter Postage                                       | USPS              | \$ 52.55     |
| 4/26/24      | Summons & Complaint                                       | Rapid Legal       | \$ 1,493.71  |
| 4/30/24      | Process of Service - Community Care on Palm               | Rapid Legal       | \$ 96.82     |
| 5/1/24       | Process of Service - Community Care on Palm Riverside     | Rapid Legal       | \$ 96.82     |
| 5/15/24      | Process of Service - South Coast Health Wellness Corp     | Rapid Legal       | \$ 184.37    |
| 5/17/24      | POS of Summons - All Entities                             | Rapid Legal       | \$ 15.66     |
| 7/1/24       | (Rejected) Joint Case Management Statement                | Rapid Legal       | \$ 11.33     |
| 7/11/24      | Client Contact Letter Postage                             | USPS              | \$ 8.35      |
| 7/12/24      | Revised Joint Case Management Statement                   | Rapid Legal       | \$ 15.66     |
| 7/18/24      | Mediation Fee                                             | Lisa Klerman      | \$ 11,000.00 |
| 8/5/24       | First Amended Complaint                                   | Rapid Legal       | \$ 15.66     |
| 10/3/24      | Notice of Disassociation & Association; Change of Address | Rapid Legal       | \$ 15.66     |
| 11/7/24      | Expert Fee                                                | Berger Consulting | \$ 5,040.00  |
| 1/31/25      | Stipulation & Order                                       | Rapid Legal       | \$ 37.85     |
| 5/9/25       | Notice of Association                                     | Rapid Legal       | \$ 17.34     |
| 6/2/25       | Stipulation & Order                                       | Rapid Legal       | \$ 38.04     |
| 7/22/25      | Joint Status Report                                       | Rapid Legal       | \$ 17.34     |
| 9/4/25       | Request for Dismissal                                     | Rapid Legal       | \$ 17.34     |
| 10/2/25      | Ex Parte Application                                      | Rapid Legal       | \$ 79.44     |
| 10/2/25      | Courtesy Copy Delivery                                    | Rapid Legal       | \$ 227.70    |
| 10/3/25      | Notice of Dismissal                                       | Rapid Legal       | \$ 17.34     |
| 10/7/25      | Motion for PAGA Approval of Settlement                    | Rapid Legal       | \$ 85.00     |
| FUTURE       | Ntc of Entry of Final Order & Judgment                    | Rapid Legal       | \$ 18.00     |
| FUTURE       | Dec of Admin Re Final Distribution                        | Rapid Legal       | \$ 18.00     |

|              |                     |
|--------------|---------------------|
| <b>Total</b> | <b>\$ 18,694.98</b> |
|--------------|---------------------|