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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MIRANDA OLDHAM, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. TOWN HOSPICE & PALLIATIVE CARE, LLC, a California Limited Liability Company; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2402951 *[Assigned to Hon. Harold W. Hopp, Dept 1, for all purposes]* **DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE PAGA SETTLEMENT** Complaint filed: 5/24/2024

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby, Mankin & Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion to Approve the PAGA Settlement. If called as a witness, I could and would competently testify thereto.

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COUNSEL'S EXPERIENCE

2. I have been a member, in good standing, of the State Bar of California since 2001. I am admitted to practice in the United States District Courts for the Central and Southern District of California and the Ninth Circuit Court of Appeal and have tried cases in various courts in California.

3. I have handled well over 500 employee vs. employer litigation matters during my 23 years in practice. Over the last 18 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered in excess of $250 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). My team and I once held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, Los Angeles Superior Court).

5. I have tried two major class and PAGA cases against Fortune 100 companies. In 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court and received a $425,000 judgment. In 2019, I was co-counsel in a class action case against Walmart in District Court, wherein the jury awarded Plaintiffs and the class over $6 million. Both cases were appealed.

6. I was named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I have been selected by my peers as a "Super Lawyer" in Employment Litigation, a distinction that

only 5% of lawyers receive.

BRIEF SUMMARY OF THE SETTLEMENT AND KEY TERMS

7. Following mediation, Plaintiff and Defendant (the "Parties") finalized and executed the "PAGA Representative Action Settlement Agreement and Release of PAGA Claims" (the "Settlement Agreement" or "S.A."). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

8. Under the terms of the Settlement Agreement, Defendant agrees to pay a non-reversionary settlement amount of $80,000 (the "Settlement Amount"), subject to increase if the "Escalator Clause" is triggered (*see* S.A. ¶¶ 12, 44), and this amount is inclusive of payments for attorneys' fees (one-third of the Settlement Amount), actual attorneys' costs of $13,671.09, Settlement Administrator costs ($3,000), and payments to the LWDA and Aggrieved Employees. The following chart reflects the estimated payments pursuant to the Settlement Agreement:

Settlement Amount	**$ 80,000.00**
Attorneys' Fees (1/3)	$ 26,666.66
Attorney Litigation Costs	$ 13,671.09
Administrator Costs	$ 3,000.00
Net Settlement Amount ("NSA")	**$ 36,662.25**
75% of NSA Payable to LWDA	$ 27,496.69
25% of NSA Payable to Aggrieved Employees	$ 9,165.56

9. As such, the LWDA will receive approximately $27,496.69 (75% of the Net Settlement Amount) and approximately 38 Aggrieved Employees (defined at S.A. ¶ 3 as "all current and former nonexempt (hourly paid) employees employed by Defendant Town Hospice & Palliative Care, LLC in California at any time during the PAGA Period (May 24, 2023, through January 8, 2026)") will collectively share in $9,165.56 (the remaining 25% of the Net Settlement Amount), which will be paid on a pro-rata basis based on the number of pay periods worked during the PAGA Period. Each Aggrieved Employee will receive approximately $241.20 on average, although the actual amount will be based on the number of Eligible Pay Periods each person worked.

10. In exchange for these payments, the Settlement Agreement grants Defendant a release that is narrowly tailored to release the PAGA claims against Defendant. Moreover, the release strictly complies with the Court's "PAGA Case Management Order #1" (the "CMO")[1] ¶ D(7) since it: (a) "bind[s] only the named plaintiff and the State of California", (b) only releases "the defendant named in the complaint, together with its officers, directors, employees and agents", and (c) "release[s] only those claims described in the notice sent by the plaintiff to the LWDA, and only to the extent that they are alleged in the complaint." *See* S.A. ¶ 22 ("Released PAGA Claims"), ¶ 23 ("Released Parties"), and ¶ 49 (release only binds "Plaintiff – in his individual capacity and on behalf of the State of California and the LWDA").

PROCEDURAL BACKGROUND

11. After being retained by Plaintiff, my office submitted a letter to the California Labor & Workforce Development Agency ("LWDA") and to Defendant regarding the alleged violations, a true and correct copy of which is attached hereto as **Exhibit B**. At the same time, we sent a letter to Defendant requesting the production of Plaintiff's personnel and timekeeping records in order to further evaluate his wage and hour claims while also serving a litigation hold on Defendant to preserve potentially relevant electronically stored information.

12. Then, on May 24, 2025, we filed (on Plaintiff's behalf) the initial putative class action complaint, which was then followed by the filing on October 2, 2024, of the First Amended Complaint to add PAGA claims after the 65-day PAGA exhaustion period elapsed without the LWDA asserting jurisdiction.

13. Defendant retained counsel and vowed to vehemently oppose the claims. Defendant filed its Motion to Compel Arbitration and Dismiss Class Claims (the "MTCA") that was set to be heard originally on March 19, 2025, that was continued to April 8, 2025. The matter was taken under submission, and the Court issued its Ruling on Defendant's MTCA on July 1, 2025, compelling Plaintiff's individual claims to arbitration, dismissing the class claims,

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[1] Plaintiff notes that the operative CMO in this matter is still the "Class Action Case Management Order #1" issued on May 23, 2024. However, due to the dismissal of class claims and the transition to a PAGA-only case, Plaintiff and her counsel are submitting this Motion in compliance with the Court's CMO issued in other recent PAGA-only cases.

and then staying the remaining PAGA claims pending arbitration. However, after discussions among counsel, the Parties agreed to attend mediation on the remaining claims.

14. In preparation for the mediation, the Parties exchanged documents and information that allowed both sides to calculate the potential PAGA penalties and evaluate potential risk. During this process, Plaintiff and his counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of total penalties, trial, and appellate issues and risks. During this exchange of information, pursuant to Plaintiff counsel's informal requests, Defendant produced documents and pay records that enabled Plaintiff to conduct a thorough analysis of claims for unpaid wages, meal/rest break violations and others.

15. On September 9, 2025, the Parties mediated with Jeffrey Fuchsman, Esq. The matter did not resolve at the conclusion of mediation. Defendant Suncrest Health Services LLC was added via Doe amendment after mediation. The Parties continued to engage in months of extensive arms-length negotiations, wherein the Parties reached settlement and entered into this Settlement.

ANALYSIS OF CLAIMS AND VALUATION

16. Plaintiff alleged numerous wage and hour violations on behalf of the Aggrieved Employees. However, Defendant vigorously contested and denied each of Plaintiff's material allegations on the merits and as to the PAGA representative action. Still, Plaintiff believed there were several strong claims. This section includes an analysis of the items required by CMO ¶ D(2). This information was compiled with the assistance of Peter Carlson, who was responsible for preparing the pre-mediation data and calculations, and primarily assisted in the preparation of this analysis. As such, the following is based largely on information and belief, as it was largely prepared with Mr. Carlson's assistance (but I reviewed all of the information).

CMO ¶ D(2)(a): "Nature of the Alleged Violations"

17. Plaintiff alleged eight claims on behalf of the Aggrieved Employees, as the operative Second Amended Complaint included causes of action for: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to

provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay final wages, and (8) failure to provide accurate itemized wage statements. However, as discussed herein, some of the claims are overlapping due to the nature of the violation (so, in essence, there are not 8 distinct penalties recoverable).

18. Plaintiff alleged unpaid wage claims under two distinct theories of liability. *First*, Plaintiff argued that the Aggrieved Employees were not paid all required minimum and overtime wages due to the failure to accurately record and compensate for all hours worked (due to, for instance, Plaintiff and the Aggrieved Employees performing off-the-clock work for Defendant when they had to complete their charting or schedule patient visits while clocked out). But Defendant vehemently opposed this claim on the merits and claimed that Plaintiff and the Aggrieved Employees could have easily performed those tasks while clocked in. *Second*, Plaintiff also argued that she and the Aggrieved Employees often earned nondiscretionary bonuses and worked overtime, yet Defendant failed to incorporate the nondiscretionary bonuses into the regular rate calculations and only paid overtime at 1.5 times the base rate. Again, Defendant opposed this claim on the merits.

19. Plaintiff also alleged that Defendant failed to provide compliant meal periods and rest breaks to the Aggrieved Employees due to the hectic workload as the scheduled patient visits did not allow time for meal and rest breaks (*e.g.*, travel from one patient's home to the next patient did not allow time to take a break). But Defendant vehemently opposed this claim based on the argument that Defendant had compliant written policies. Additionally, Defendant argued it provided and made available meal and rest breaks to all employees, and any employee who did not take a meal or rest break did so entirely of his own volition. As such, Defendant argued these claims were without merit because, for each violation, a fact-finder would have to determine why a break was noncompliant/nonexistent, because if it was by the employee's choice, no liability attaches to Defendant.

20. Moreover, Plaintiff alleged that Defendant required the Employees to purchase, provide, and maintain their own cell phone and data plans to perform tasks for Defendant without reimbursement, in violation of Labor Code § 2802. However, Defendant argued against

these claims, alleging that the Aggrieved Employees were either provided (at the company's expense) all equipment needed for their jobs, so there were no expenses incurred; or that employees could submit expense reimbursements to the company in order to receive reimbursements for business expenses.

21. Plaintiff then argued that, because of the unpaid wage claims and failure to pay premiums for missed meal/rest breaks, Defendant: (1) failed to pay all wages due and owing each period, (2) failed to pay all wages owed upon termination of employment, and (3) failed to provide accurate itemized wage statements (since the wage statements provided for items such as net wages, gross wages, and so on). But Defendant argued these "derivative" claims were without merit and could not create standalone liability (and also that it was improper to "stack" a derivative penalty on top of a penalty for the actual violation itself).

CMO ¶ D(2)(b): "Number of Alleged Individual Violations"

22. Plaintiff's claims had a statutory period (the "PAGA Period") beginning on May 24, 2023, and at the time of mediation, there were a total possible 805 violative PAGA pay periods. Thus, if Defendant's argument that Plaintiff cannot "stack" violations held true, then the total number of alleged individual violations was capped at 805. However, because we argued that "stacking" is not a valid defense, and that PAGA civil penalties were available for each unique Labor Code violation, we calculated there were a potential total of 5,656 separate Labor Code violations, broken down as follows: minimum wage violations (100% violation rate = 805 violations), overtime violation (100% violation rate = 805 violations), meal period violations (100% violation rate = 805 violations), rest break violations (100% violation rate = 805 violations), expense reimbursement violations (100% violation rate = 805 violations), derivative § 204 violations (100% violation rate = 805 violations), derivative § 203 violations (21 separated employees = 21 violations), and derivative § 226 violations (100% violation rate = 805 violations).

CMO ¶ D(2)(c): "Total Amount of Penalties […] If All Allegations are Proven"

23. Assuming no risk, and assuming that Plaintiff was allowed to "stack" multiple penalties in the same pay period, even for "derivative" claims, then we calculated the maximum

possible PAGA penalties if all allegations are proven as $565,600 (5,656 separate individual violations x $100).

CMO ¶ D(2)(d): "Total Amount of Penalties Defendant is Likely to Be Found Liable at Trial"

24. Based on a detailed analysis of each claim, including the weight of the evidence, clarity of applicable law, and strength of the factual and legal defenses asserted by Defendant, Ms. Carlson and I calculated that the total amount of penalties for which Defendant would likely be found liable at trial is $135,744. This applied relative chances of success (and the corresponding risks) for each claim, along with the likelihood that the Court would apply a modest "discretionary reduction" due to Defendant's compliant written policies and attempts to comply with California law.

CMO ¶ D(2)(e): "Likelihood [...] Violations Would be Proven [as] Knowing and Intentional"

25. Due to the disputed facts, the uncertainty regarding applicable law as to certain claims, and the fact that Defendant had compliant written policies, we did not believe there was a high likelihood that most of the violations would be deemed knowing and intentional. However, we did believe that the overtime miscalculations, if proven, would be found knowing and intentional since these practices run afoul of decades of state and federal authority regarding the regular rate of pay.

CMO ¶ D(2)(f): Facts re: Penalties "Unjust, Arbitrary and Oppressive, or Confiscatory"

26. The PAGA gives the court wide latitude to reduce the amount of civil penalties "based on the facts and circumstances of a particular case" and if "to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Labor Code § 2699(h). Some factors courts have considered in reducing the amount of civil penalties include whether (1) the violation arises from an unsettled legal obligation (*Cotter v. Lyft, Inc.,* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037); and (2) the employer's willingness to fix the violation. (*Fleming v. Covidien, (C.D. Cal. 2011) 2011 U.S. Dist. LEXIS 154590, *8-9*). For instance, in the *Lyft* case, the Court found that a $1M PAGA settlement was fair and reasonable in light of the unsettled nature of the law, which awarded $2.52 per pay period (397,110 pay periods / $1M PAGA settlement), which was a 97.5% reduction from the maximum penalty. In *Fleming v. Covidien*,

the Court reduced the potential penalties by over 82 percent, awarding $500,000 for 28,742 pay periods at issue. Similarly, in *Sanchez v. McDonald's Restaurants of California*, BC499888, Los Angeles Superior Court entered summary adjudication against McDonald's for violating the overtime laws, but the Court's tentative ruling at trial was to award only $750,000 in PAGA penalties against McDonald's, despite a substantial number of violations at 119 stores at issue.

27. Additionally, Plaintiff believes that the amount obtained in settlement, and the reasonable estimates provided above, are justified given that Defendant vehemently argued against any contention that its violations were "knowing and intentional" since it had compliant policies and practices in place at all times.

28. Finally, the parties only reached settlement and the agreed-upon PAGA penalties after mediation with an extensive exchange of information and arms-length negotiation between the Parties.

CMO ¶ D(2)(g): How the PAGA "Penalties [were] Calculated or Otherwise Arrived At"

29. The total amount of PAGA penalties was not "calculated or otherwise arrived at." Instead, the PAGA penalties make up the entire settlement amount, and the settlement only occurred after arms-length negotiations and detailed factual and data analysis.

CMO ¶ D(2)(h): Other Factors Showing PAGA Penalties are Fair

30. I believe that this declaration, and the sections above, covers all factors material to a determination that the penalties are fair.

REQUESTED ATTORNEYS' FEES AND COSTS ARE REASONABLE

31. Pursuant to CMO ¶ D(3), this section sets forth facts and evidence justifying the attorneys' fees and costs requested by my firm.

32. In accordance with the Settlement, the Parties agreed that my office would receive one-third of the settlement amount as attorney's fees. While this is substantially less than our lodestar, it has been my experience that the benchmark for attorney fee awards in California state cases is one-third of a common settlement fund in most situations. Here, pursuant to the Settlement Agreement, and in recognition of the work performed by Plaintiff's Counsel, and the results we achieved for the State and Aggrieved Employees, my firm is

seeking a one-third fee, which is far less than my firm's lodestar through the conclusion of the matter resulting in a negative multiplier.

33. In my experience, Court's award attorney's fees in the amount of one-third of the common fund settlement amount in a PAGA only case.

34. At my office, this case was handled by Kristina Bui Carlson while I performed the role of the supervising attorney. Kristina Bui Carlson's experience is set forth in her declarations, but in sum, she works exclusively with me on employment law matters and has been in practice for 11 years. Kristina bills at the hourly rate of $725/hour. I have been in practice for over 23 years, with most of those years handling complex litigation and for over the last 18 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour. I believe these rates are consistent with Plaintiff and Defense attorneys who handle complex class action litigation, if not somewhat lower.

35. I have reviewed the work performed on the case by Ms. Carlson, who has billed a total of 122.4 hours to date for a lodestar of $88,740, as set forth in his declaration. Thus, Lauby Mankin & Lauby LLP's total lodestar reflects a *negative* multiplier. Ms. Carlson was the primary day-to-day, handling attorney, while I performed a supervisory role – and as such, I did not include my time for the purposes of the lodestar calculation herein.

36. The hours incurred by my firm are reasonable, as are the rates utilized to arrive at the lodestar figure. In fact, the rates are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates that the benchmark rates are: $878/hour for a 11–19-year attorney and $1,057/hour for a 20+ year attorney).

37. The reasonableness of these rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even pays first year associates $745 per hour. *See* https://www.latimes.com/california/story/2025-02-

14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits.

38. Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

39. In the course of prosecuting this action, my firm has incurred expenses that were incidental and necessary to the effective representation of the Aggrieved Employees. These costs include mediation fees, filing fees, and other costs that include Attorney Service charges, CourtCall charges, and process service fees. My firm's expenses total $13,671.09 through the conclusion of this matter, which includes costs of filing, serving and attend the approval hearing (see **Exhibit C** attached hereto). This is less than the $25,000 maximum allowed under the Settlement Agreement, so the savings will be placed in the PAGA Award and paid to the LWDA and Aggrieved Employees.

PLAINTIFF'S SEPARATE INDIVIDUAL SETTLEMENT

40. Plaintiff is not seeking a service award as part of the PAGA Settlement. Instead, after settling the PAGA claims, Plaintiff also separately resolved his individual, non-PAGA claims against Defendant. This is explicitly permitted by California law and this section offers supporting case law and, further, provides the information required by CMO ¶ D(4) for separate

individual settlements.

41. At the outset, it should be noted that that the California Labor Code specifically permits Plaintiff to resolve claims for individual damages, separate and distinct from a settlement of PAGA claims. *See* Labor Code § 2699(g)(1) ("[n]othing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part"). The rule permitting employees to pursue separate individual claims while maintaining a PAGA claim aligns perfectly with the general understanding that PAGA claims (which seek civil penalties on behalf of Aggrieved Employees) are separate and distinct from individual claims for unpaid wages, statutory penalties, and other individual claims. This principle was affirmed by the California Supreme Court in *Iskanian*, where the Court held that "[t]he civil penalties recovered on behalf of the state under the PAGA ***are distinct*** from the statutory damages to which employee may be entitled in their individual capacities." *Iskanian,* 59 Cal.4th at 381. And the California Supreme Court recently expounded upon this position in *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 187 (when discussing the difference between statutory damages/penalties (for an individual) versus civil penalties (under PAGA), the court clearly held that "[p]ursuing civil penalties does not prevent an employee from separately or concurrently pursuing unpaid wages and other remedies already available to her").

42. *CMO ¶ D(4)(a)*: Plaintiff alleged individual claims for the same underlying facts and violations as raised in the PAGA case, in addition to alleged wrongful termination claims. Thus, Plaintiff alleges that she was subjected to the same unpaid wage claims, same meal/rest break issues, and the same wage statement violations, along with the other claims detailed above.

43. *CMO ¶ D(4)(b)*: Plaintiff alleges that the total amount of damages, lost wages, attorneys' fees and costs, penalties, interest, and other relief that he would be awarded if successful on all her individual claims is over $75,000. Then, after considering risks, defenses, and the likelihood of prevailing, Plaintiff alleges that the total amount of damages, lost wages, attorneys' fees and costs, penalties, interest, or other relief that she could be reasonably expected to be awarded at trial is approximately $50,000.

44. *CMO ¶ D(4)(c) and (d)*: Pursuant to the terms of the separate individual settlement agreement, Plaintiff will receive $30,000 in exchange for a release of all claims against Defendant, which includes a general release and Civil Code § 1542 waiver. Importantly, Plaintiff is not receiving a separate service award from the PAGA case, so this is the only sum she will receive apart from his individual share of the PAGA amount.

APPOINTMENT OF ILYM GROUP AS SETTLEMENT ADMINISTRATOR

45. After obtaining bids from multiple settlement administrators, the Parties selected ILYM Group as the Settlement Administrator to perform all duties relating to the issuance of checks, mailing the notices, locating employees, and preparation and submission of tax forms for a fee of $3,000, which is a capped amount based on hourly rates, anticipated time spent on each task, and per-unit costs for postage and other expenses. ILYM Group's proposal is attached as **Exhibit A** to the Declaration of Lisa Mullins from ILYM explaining their fee and experience.

SUBMISSION TO THE LWDA

46. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA through its online portal.

EXHIBITS AND CONCLUSION

47. A true and correct copy of the "PAGA Representative Action Settlement Agreement and Release of PAGA Claims" (the "Settlement Agreement") is attached hereto as **Exhibit A**.

48. A true and correct copy of the LWDA letter is attached hereto as **Exhibit B**.

49. An itemized statement of my firm's costs is attached hereto as **Exhibit C**.

50. The LWDA's confirmation of receipt of this Motion and Declarations is attached hereto as **Exhibit D.**

51. The Proposed Letter to the Aggrieved Employees is attached here as **Exhibit E**.

52. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 14, 2026, at Riverside, California.

By: ______________________
Brian J. Mankin, Esq.

EXHIBIT “A”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MIRANDA OLDHAM, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiff, vs. TOWN HOSPICE & PALLIATIVE CARE, LLC, a California Limited Liability Company; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2402951 *[Assigned to Hon. Harold W. Hopp, Dept 1, for all purposes]* **PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

This Private Attorneys General Act of 2004 ("PAGA") Representative Action Settlement Agreement and Release of PAGA Claims is entered into by and between Plaintiff Miranda Oldham, on behalf of herself, the State of California, and the Aggrieved Employees, and Defendant Town Hospice & Palliative Care, LLC dba Suncrest Hospice Inland Empire, subject to the terms and conditions herein and the Court's approval.

A. <u>Definitions</u>

1. **"Action"** means the case entitled *Oldham v. Town Hospice & Palliative Care,* Riverside Superior Court, Case No. CVRI2402951, initiated on May 24, 2024.

2. **"Agreement"** shall mean this PAGA Representative Action Settlement Agreement and Release of PAGA Claims.

3. **"Aggrieved Employees"** means all current and former nonexempt employees employed by Defendant, Town Hospice & Palliative Care, LLC, in California during the PAGA Period.

4. **"Aggrieved Employee List"** shall be on one spreadsheet and shall include, for each Aggrieved Employee: full name; most recent mailing address on file with Defendant; phone number; Social Security Number; and number of Eligible Pay Periods during the PAGA Period.

5. **"Attorneys' Costs"** means an award of costs to be paid to Plaintiff's Counsel for the costs they have incurred in prosecuting the Action, subject to Court approval.

6. **"Attorneys' Fees"** means an award of attorneys' fees to be paid to Plaintiff's Counsel for the services they have rendered and will render to the Aggrieved Employees in the Action, subject to Court approval.

7. **"Complaint"** means the operative First Amended Complaint filed in the Action on October 2, 2024, seeking an assessment of PAGA penalties for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Timely Pay Wages; (7) Failure to Timely Pay Wages Upon Separation of Employment; and (8) Failure to Provide Accurate Itemized Wage Statements.

8. **“Defendants”** means Town Hospice & Palliative Care, LLC dba Suncrest Hospice Inland Empire and Suncrest Health Services LLC.

9. **“Defense Counsel”** means O’Dell Law Group, APC.

10. **“Effective Date”** means the date of the Court’s Final Order.

11. **“Eligible Pay Period”** means any pay period in which an Aggrieved Employee had hours worked for Defendant Town Hospice & Palliative Care, LLC in California during the PAGA Period.

12. **“Escalator Clause”**: It is estimated that there are approximately 38 Aggrieved Employees who worked approximately 805 Eligible Pay Periods during the PAGA Period. As such, the Parties agree that, should the total number of Eligible Pay Periods exceed 885 (which is 10% more than Defendants’ representation), then Defendants can, at its option, choose to: (1) set the end date for the PAGA Period as the date on which the number of total Eligible Pay Periods does not exceed 885, or (2) increase the Gross Settlement Amount by $99.38 (GSA divided by 805) for each additional Pay Period above 885. However, in no circumstance shall the PAGA Period end prior to September 9, 2025 (the date of mediation).

13. **“Final Order”** means the order that will be entered by the Court to approve the PAGA Settlement.

14. **“Individual PAGA Payment”** means the portion of the PAGA Award allocated to each Aggrieved Employee.

15. **“LWDA”** means the California Labor Workforce Development Agency.

16. **“LWDA Settlement Proceeds”** means the seventy-five percent (75%) of the PAGA Award which is payable to the LWDA.

17. **“Notice”** means the form of notice that will be sent to each Aggrieved Employee accompanying their Individual PAGA Payments.

18. **“PAGA Award”** means the Settlement Amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Settlement Amount: (a) Attorneys’ Fees, (b) Attorneys’ Costs, (c) Service Award, and (d) Settlement Administration Costs.

19. **"PAGA Period"** means the time period of May 24, 2023, through January 8, 2026.

20. **"Parties"** means Plaintiff, the Aggrieved Employees, and Defendants, collectively.

21. **"Plaintiff's Counsel"** means Brian Mankin and Kristina Bui Carlson of Lauby Mankin Lauby LLP.

22. **"Released PAGA Claims"** means the PAGA claims that Plaintiff alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letters and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to timely pay wages each period, (7) failure to timely pay wages upon separation of employment, (8) failure to provide accurate itemized wage statements, and (9) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims release the Defendants for statutory penalties that could have been sought by the Labor Commissioner for violations identified in the LWDA letter dated May 9, 2024, and operative Complaint but do not release any Aggrieved Employees' claims for wages or damages.

23. **"Released Parties"** means Defendants, and each of their officers, directors, employees, members, partners, owners, shareholders, employees, former employees, agents, consultants, representatives, insurance carriers, servants, attorneys, assigns, affiliates, independent contractors, volunteers, predecessors, successors, parent entities, subsidiary entities, and affiliated entities, the officers, directors, members, partners, owners, shareholders, employees, former employees, agents, consultants, representatives, insurance carriers, servants, attorneys, affiliates, independent contractors, volunteers, customers, clients, predecessors, of any such parent, subsidiary, and affiliated entities; companies or organizations with the same or

similar ownership as the Defendants; and all persons acting by, through, under or in concert with any of them, and each of their respective heirs, successors, and assigns, or any of them..

24. **"Settlement"** means the terms and conditions set forth in this Agreement.

25. **"Settlement Administration Costs"** means the amount from the Settlement Amount, which shall be allocated to the Settlement Administrator for services rendered in administering the Settlement, not to exceed $3,000 subject to Court approval.

26. **"Settlement Administrator"** means ILYM Group, the third-party entity selected by the Parties who will administrator the settlement, subject to approval by the Court, in accordance with this Agreement.

27. **"Settlement Amount"** means $80,000.00, subject to the Escalator Clause, and which is the total amount that Defendants will be required to pay upon the Court approving this Settlement and the Effective Date occurring.

B. <u>General Terms</u>

28. On May 24, 2024, Plaintiff gave written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of alleged violation of claims under PAGA. The LWDA did not assert jurisdiction over the claims. Plaintiff filed her initial complaint on May 24, 2024.

29. Defendant Town Hospice & Palliative Care, LLC filed a Motion to Compel Arbitration and Dismiss Class Claims, which the Court granted on July 1, 2025.

30. The Parties mediated the Action on September 9, 2025, with Jeffrey Fuchsman, Esq. The matter did not resolve at the conclusion of mediation. Instead, the Parties engaged in months of extensive arms-length negotiations before the Parties entered into this Settlement.

31. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendants of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

32. Defendants deny all of the allegations in the Action, including all PAGA claims, and deny that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or

any other actionable conduct of any kind and further deny that this Action is appropriate for PAGA representative treatment for any purpose other than settling this Action. Defendants have denied and continue to deny each and every material factual allegation and alleged claims asserted against it in the Action.

33. The Parties have conducted a thorough investigation into the facts of the PAGA Action. This included conducting extensive informal discovery and exchanging information and documents relating to the Released PAGA Claims. Based on the foregoing data and on their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendants, and numerous potential appellate issues. Defendants and Defense Counsel also agree that the settlement is fair and in the best interest of the LWDA and Aggrieved Employees. The Parties desire to completely dispose of the Action by this Agreement and the separate Individual Settlement Agreement (as defined below). The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

34. Under California Law, the State may assess and collect civil penalties from employers for violations of certain provisions of the Labor Code. (See Cal. Lab. Code §§ 2699 *et seq.*) Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as was the case here, or does investigate and determines that a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." *Id*. "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25

percent to the aggrieved employees." *Id.*

35. California Labor Code § 2699(l)(2) provides that "The superior court shall review and approve any settlement of any civil action filed pursuant to this part."

36. In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows.

C. Terms of Settlement

37. Subject to the Court's approval of the Settlement pursuant to Labor Code § 2699(l)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement and disposal of the entire Action in exchange for Defendants' agreement to pay the Settlement Amount.

38. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount, which is the total amount that will be paid by Defendants (subject to the Escalator Clause) and includes the Court-awarded Attorneys' Fees, Attorneys' Costs, and Settlement Administrator Cost, Service Award, with the remainder forming the PAGA Award.

(b) Attorneys' Fees and Attorneys' Costs: The Parties agree that, subject to the Court's review and approval, Plaintiff's Counsel will be paid Attorneys' Fees of one-third of the Settlement Amount ($26,666.66), plus actual Attorney's Costs not to exceed $25,000 from the Settlement Amount. Any portion of the Attorneys' Fees or Attorneys' Costs not awarded to Plaintiff's Counsel will be reallocated to the PAGA Award. Defendants agree not to oppose any request by Plaintiff's counsel for attorneys' fees under the common fund doctrine and/or lodestar multiplier method. The Settlement Administrator will report these payments on an IRS Form 1099 issued to Plaintiff's Counsel.

(c) Settlement Administration Costs: The costs associated with settlement administration (e.g. NCOA searches, preparing and mailing payments/notices to LWDA and Aggrieved Employees, tax documentation, etc.) shall be paid from the Settlement Amount and shall not exceed $3,000. Any Settlement Administration Costs not awarded by the Court will be reallocated to the PAGA Award.

(d) PAGA Award: After deducting the amounts specified in items (b)-(c) from the Settlement Amount, the balance remaining will form the PAGA Award that will be paid to the Aggrieved Employees and the LWDA in full satisfaction of all Released PAGA Claims. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Award will be paid to the LWDA. The remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees on a pro-rata basis according to the following formula:

i. The Settlement Administrator will divide the amount payable to all Aggrieved Employees (*i.e.*, 25% of the PAGA Award) by the total number of Eligible Pay Periods worked by all Aggrieved Employees during the PAGA Period, as calculated from the Aggrieved Employee List, to determine the "Eligible Pay Period Value."

ii. Each Aggrieved Employee's Individual PAGA Payment will then be determined by multiplying the Eligible Pay Periods by the Eligible Pay Period Value.

(e) Taxes and Reporting: Each Aggrieved Employee's Individual PAGA Payment shall be treated as penalties (*i.e.*, non-wage income) for all purposes and reported by the Settlement Administrator on IRS Form 1099 to the respective Aggrieved Employee and applicable governmental authorities. No portion of the Individual PAGA Payments shall be construed as wages. Nothing in this Agreement is intended to constitute legal advice regarding federal, state and/or local tax obligations or legal requirements for attribution of settlement proceeds. The Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts paid to them under the settlement. Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel make no representations or warranties with respect to tax consequences of any payment under this Agreement, do not intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such. To the extent that this Agreement or any of its attachments is interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

Defendants, Defense Counsel, Plaintiff, and Plaintiff's Counsel are not responsible for any employee tax obligations arising out of the Aggrieved Employees' Individual PAGA Payments.

(f) The Parties agree that the settlement is fair and reasonable and will so represent to the Court. The Parties agree that should the Court deny approval of the settlement based on the allocation of the Settlement Amount or the PAGA Award, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the settlement.

D. <u>Settlement Approval and Implemental Procedures</u>

39. Plaintiff's Counsel shall also prepare a motion for approval of the settlement pursuant to California Labor Code § 2699(l)(2), advocating that the Settlement is fair, adequate, and reasonable, and Plaintiff's Counsel shall send a draft of the motion and all supporting papers to Defense Counsel for review and comment. Plaintiff will then move the Court for approval of the Settlement and this Agreement, including the allocation of the PAGA Award, Plaintiff's Counsel's Attorneys' Fees and Costs, and Settlement Administration Costs, which Defendants will not oppose. Plaintiff's Counsel will serve the Motion on Defense Counsel via email and submit it to the LWDA though the online filing system. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.

40. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard devices to obtain forwarding addresses, resolving any disputes regarding the calculation or application of the formula for determining the Individual PAGA Payments, drafting and mailing the settlement checks to Aggrieved Employees, issuing 1099 forms, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders. Any disputes relating to administration of the settlement by the Settlement Administrator shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by this Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement

Administrator shall also be responsible for issuing to Plaintiff, Aggrieved Employees, and Plaintiff's Counsel any 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payments to the appropriate government authorities.

41. Upon the Court's entry of the Final Order, the Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address ("NCOA") search on all Aggrieved Employees to update the addresses of the Aggrieved Employees, (ii) issuing the Notice and payments to Plaintiff and the Aggrieved Employees, (iii) issuing any required IRS forms, (iv) issuing payment to the LWDA and Plaintiff's Counsel, and (v) handling uncashed checks and preparing declaration(s) for the Court regarding the disbursements.

42. Within ten (10) calendar days after the Effective Date, the Settlement Administrator shall send Defense Counsel electronic wiring instructions to fund the Settlement Amount.

43. <u>Aggrieved Employee List and Data</u>: By no later than 30 days after the full execution of this Agreement, Defendants shall send to the Settlement Administrator the Aggrieved Employees List. This information shall be treated as and remain confidential and shall be used solely by the Settlement Administrator to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by order of the Court.

44. <u>Calculations for Escalator Clause</u>: Within 10 days of receiving the Aggrieved Employee List, the Settlement Administrator shall advise Plaintiff's Counsel and Defense Counsel whether the total Eligible Pay Periods exceed 885. In the event that the total Eligible Pay Periods exceed 885, Defendants shall have ten (10) calendar days to make its election to either increase the Settlement Amount or change the end date for the PAGA Period to a date through which there are no more than 885 Eligible Pay Periods. If Defendants fail to make an

election within the required ten-day period, it shall be treated as a waiver of the right to shorten the PAGA Period, and the Settlement Amount shall be increased in accordance with the Escalator Clause. In either event, the Settlement Administrator shall notify the Parties of the increased Settlement Amount (if applicable), and related increased payments from the Settlement Amount (if applicable), including increased Attorneys' Fees and Costs and any increased Settlement Administration Costs, all of which shall be subject to Court approval.

45. Funding of the Settlement Amount: Defendants shall fund the Settlement Amount by no later than thirty (30) calendar days after the Effective Date.

46. Disbursement of the Settlement Amount: No later than ten (10) calendar days after receipt of the Settlement Amount by Defendants, the Settlement Administrator shall mail or wire the Court-approved amounts to the Aggrieved Employees, LWDA, Plaintiff, Plaintiff's Counsel, and will pay itself for the Settlement Administration Costs.

47. Aggrieved Employee Check Cashing Deadline: Aggrieved Employees shall have 180 calendar days after mailing to cash their settlement checks. If any Aggrieved Employee's check is not cashed within that period, the check will be voided, and a stop-payment will be issued. The release nevertheless will be binding regardless of whether an Aggrieved Employee cashes his or her check within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Plaintiff's Counsel of the results. If a new address is located by these means, the Settlement Administrator will have ten (10) business days to issue the check. Any funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the California State Controller's Office in the name of the Aggrieved Employee. Neither Defendants, Defense Counsel, Plaintiff's Counsel, nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a settlement check within the 180-day period.

48. The Settlement Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Agreement and the Court's Final Order, within ten (10) business days of distributing all payments under the Settlement. Plaintiff's Counsel will file the Settlement Administrator's declaration with the Court and any required papers (*i.e.*, amended Final Order and/or Judgment) or as otherwise ordered by the Court.

This Agreement is expressly conditioned upon the Court entering the Final Order, thereby disposing of the Action in its entirety. The Final Order and entry of judgment of dismissal will not release or bar any claims other than the Released PAGA Claims as to Plaintiff, Aggrieved Employees, and State of California.

E. <u>PAGA Release by Plaintiff, the State of California, and Aggrieved Employees</u>

49. Upon the Effective Date occurring and Defendants fully funding the Settlement Amount, Plaintiff – in her individual capacity and on behalf of the State of California and the LWDA – shall completely release and discharge the Released Parties of the Released PAGA Claims.

50. Neither Plaintiff nor any Aggrieved Employee shall have the right to opt-out or otherwise exclude themselves from releasing the Released PAGA Claims.

51. It is the intent of the Parties that the Final Order entered by the Court shall have full equitable and collateral estoppel and *res judicata* effect to the fullest extent permitted by law. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order shall so reflect. Thus, in accordance with *Arias*, the Final Order shall be binding on the Aggrieved Employees as to the Released PAGA Claims, including the PAGA Claims.

F. <u>Separate Individual Settlement by Plaintiff</u>

52. In addition to this Agreement, Plaintiff has entered into a separate Individual Settlement Agreement and General Release of Claims (the "Individual Settlement Agreement")

with Defendants for all her separate individual claims (not including any PAGA representative claims) arising out of employment with Defendant Town Hospice & Palliative Care, LLC, in exchange for a full release of those claims. The Parties acknowledge and agree that the Individual Settlement Agreement and the covenants, promises and Released PAGA Claims contained therein shall not serve to modify or limit Plaintiff's right to continue with this Action and seek the Court's approval of this Settlement. The Parties further agree that if for any reason the Effective Date does not occur with regard to this Agreement and/or the Final Order is not entered, then the Individual Settlement Agreement shall be null and void.

53. The Individual Settlement Agreement will not be filed with the Court. However, if necessary, the Parties agree to submit the monetary terms of this individual settlement to the Court in conjunction with the motion for approval of this Settlement, along with the fact that Plaintiff has agreed to a general release of all claims, including a Section 1542 waiver.

G. <u>Additional Settlement Terms and Conditions</u>

54. <u>Acknowledgement that the Settlement is Fair and Reasonable</u>. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after extensive trial preparation and arm's-length negotiations by experienced counsel.

55. <u>Denial of Liability</u>. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of liability, culpability, negligence or wrongdoing on the part of Defendants or any of the other Released Parties. The Parties hereto have entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

56. No Credit Toward Benefit Plans. Payments to Aggrieved Employees will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

57. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

58. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the Settlement as provided herein or as may be amended by the Parties by mutual agreement, in the event that the Court does not approve it; or (ii) the Settlement does not become final for any other reason, then this Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

59. Judgment/Dismissal and Continued Jurisdiction. After entry of the Final Order, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-approval matters as may be appropriate under court rules or as set forth in this Settlement.

60. Entire Agreement. This Agreement constitutes the entirety of the Parties' settlement terms of the claims released herein. All prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party of such Party's legal counsel, including the Memorandum of Understanding between the Parties,

are merged herein.

61. Amendment or Modification. This Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

62. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

63. Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

64. California Law Governs. All terms of this Agreement will be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

65. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument. Electronic signatures shall have the same force and effect as an original.

66. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable, and consistent with the intent of this Agreement based on the language and terms used herein.

67. Captions. The captions and section and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

68. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

69. 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 Agreement 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 attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

70. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

71. Representation By Counsel. The Parties acknowledge that they have been represented by competent counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

72. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

/ / /

Dated: 06/07/26

PLAINTIFF MIRANDA OLDHAM:

Miranda Oldham (Jun 7, 2026 08:31:59 PDT)
Miranda Oldham

Dated: ________________

DEFENDANT TOWN HOSPICE & PALLIATIVE CARE, LLC dba Suncrest Hospice Inland Empire

____

By: ____________________________ (name)
____________________________ (title)

Dated: ________________

DEFENDANT SUNCREST HEALTH SERVICES, LLC

____

By: ____________________________ (name)
____________________________ (title)

APPROVED AS TO FORM:

Dated: 6/8/2026

PLAINTIFF'S COUNSEL
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin, Esq.
Attorneys for Plaintiff

Dated: ________________

DEFENSE COUNSEL
O'DELL LAW GROUP, APC

____
Julie O'Dell, Esq.
Attorneys for Defendants

Dated: ________________

PLAINTIFF MIRANDA OLDHAM:

____
Miranda Oldham

Dated: 6/16/2026

DEFENDANT TOWN HOSPICE & PALLIATIVE CARE, LLC dba Suncrest Hospice Inland Empire

____

By: Timothy Dance (name)
Chief Legal Officer (title)

Dated: 6/16/2026

DEFENDANT SUNCREST HEALTH SERVICES, LLC

____

By: Timothy Dance (name)
Chief Legal Officer (title)

APPROVED AS TO FORM:

Dated: ________________

PLAINTIFF'S COUNSEL
LAUBY, MANKIN & LAUBY LLP

____
Brian J. Mankin, Esq.
Attorneys for Plaintiff

Dated: 6/17/26

DEFENSE COUNSEL
O'DELL LAW GROUP, APC

____
Julie O'Dell, Esq.
Attorneys for Defendants

EXHIBIT “B”

LAUBY, MANKIN & LAUBY LLP

May 24, 2024

Sent Via Online Filing to the LWDA

California LWDA
Attn: PAGA Administrator
455 Golden Gate Ave., 9th Fl.
San Francisco, CA 94102

Sent Via U.S. Mail and Certified Mail

Town Hospice & Palliative Care, LLC
dba Suncrest Hospice Inland Empire
6465 Sycamore Canyon Blvd., #150
Riverside, CA 92507

Town Hospice & Palliative Care, LLC
dba Suncrest Hospice Inland Empire
357 W. 2nd St., #15
San Bernardino, CA 92401

Suncrest Health Services, LLC
9800 S. Monroe St. #809
Sandy, UT 84070

Re: PAGA Civil Penalty Claim
Miranda Oldham v. Town Hospice & Palliative Care, LLC, et al.

To the Labor and Workforce Development Agency, Town Hospice & Palliative Care LLC, Suncrest Health Services LLC, and all affiliated entities:

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2699, *et seq.*, this letter shall serve as notification of the PAGA civil penalty claim of aggrieved employee Miranda Oldham ("Claimant"), on behalf of the State of California and all Aggrieved Employees, against her employer(s), Town Hospice & Palliative Care, LLC dba Suncrest Hospice Inland Empire ("Suncrest Hospice") and/or any affiliated entities, as well as its owners / members, Suncrest Health Services LLC, and others (the "Owners") (collectively, the "Company"), for violations of Labor Code §§§ 201, 202, 203, 204, 208, 210, 218.6, 226, 226.2, 226.3, 226.7, 256, 512, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, among other sections inadvertently omitted, and/or sections of the applicable Industrial Welfare Commission Wage Order(s).

FACTUAL BACKGROUND

Claimant was employed by the Company from approximately January 2023 through May 2024. Claimant alleges that she and all nonexempt employees that were employed by the Company (the "Aggrieved Employees") were subjected to the same policies, working conditions, and corresponding wage and hour violations to Claimant was subjected during her employment.

At all relevant times, Claimant and the Aggrieved Employees were not provided proper minimum and overtime wages due to the Company's failure to accurately record and compensate for all hours worked for such tasks as scheduling appointments, completing paperwork (e.g., documenting each patient's care in the patient's medical chart – "charting"). See *Morillion v. Royal Packing Co.* (2000) 22 Cal. 4th 575 (employees must be paid for all time that the employer either knew, or reasonably should have known, that its employees are subject to its control or otherwise working). As a result of these practices, the Company failed to pay proper minimum, regular, and overtime wages each time it paid only the scheduled shift time per day, regardless of how many hours were worked, as well as for each occasion that the Company failed to pay for all hours worked when an off-duty meal period was not taken. As a result, the Company failed to pay Claimant and the Aggrieved Employees for all hours worked, including minimum and overtime wages for all hours worked in excess of 8 and/or 12 per day and/or 40 per week.

Also, at all relevant times, Claimant and the Aggrieved Employees frequently worked in excess of 8 and/or 12 hours per day and/or 40 hours per week. However, on such occasions, the Company failed to provide proper overtime compensation and, instead, only paid at the base rate for 8 hours per day and/or 40 hours per week.

Claimant was also not provided 30-minute off-duty meal periods, as mandated by California law, during employment with the Company. As a result of the Company's policies and practices, Claimant was subjected to meal period violations when Claimant was: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of the Company, (3) forced to take a meal period after the 5th hour of work, and (4) not provided a mandated second meal period on occasions for shifts in excess of 10 hours.

The Company also failed to provide Claimant with 10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated by California law. The Company did not schedule Claimant's rest breaks, Claimant was unable to leave the premises for breaks, and Claimant was often not authorized and/or permitted to take mandated rest breaks due to being overwhelmed by the hectic workload. Furthermore, on occasions when Claimant worked in excess of 10 hours in a shift, the Company failed to authorize and/or permit a third mandated rest break.

Moreover, the Company required Claimant and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, acquiring and maintaining a cell phone to complete paperwork, patient charts, etc.

The Company also failed to comply with the mandates of Labor Code §§ 204 and 210 regarding the timing of the payment of wages to its employees each period, including minimum and overtime wages, as well as meal and rest period premiums. Also, the Company failed to comply with the mandates of Labor Code §§ 201–203 regarding timing of payment of final wages and failed to pay all wages due and owing upon separation of employment including minimum wages, and overtime wages. Finally, during her employment with the Company, Claimant received inaccurate and incomplete wage statements that failed to accurately state all necessary items required under Labor Code § 226(a) and § 226.2.

Claimant alleges that she worked under the joint direction and control of Suncrest Hospice and the Owners and is informed and believes that each of them acted in all respects pertinent to this action as the agent of the others, carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of each are legally attributable to the others. On information and belief, a unity of interest and ownership between each exists such that Suncrest Hospice and the Owners acted as a single employer of Claimant and the Aggrieved Employees. Furthermore, on information and belief, Suncrest Hospice and the Owners are an integrated enterprise and should be treated as a single employer because Suncrest Hospice and the Owners share an interrelation of operations, with common human resources and personnel policies and shared common offices and facilities. Upon information and belief, Suncrest Hospice and the Owners share common management, a centralized control of labor operations, and common ownership or financial control.

Furthermore, Claimant alleges that the Owners are now and at all relevant times were the owners of Suncrest Hospice and were Claimant's and the Aggrieved Employees' actual employer or, in the alternative, were individuals employed by the Company as managerial and/or supervisory employees and/or agents. In addition, Claimant alleges that at all relevant times the Owners had the authority, in the interest of to exercise independent judgment to hire, transfer, promote, discharge, assign, discipline, or take other similar actions against Claimant and the Aggrieved Employees, and were in Claimant's chain of command at the time of and direct participants in the wrongful conduct which constitutes the basis of Claimant's complaint herein. Claimant also alleges that Suncrest Hospice and the Owners are the agents, servants, employees, partners, affiliates, and/or representatives of each other, and were, at all times herein mentioned, acting within the course, scope, and purpose of such relationship(s) and with the knowledge, consent and/or ratification of each other. Furthermore, in conducting themselves in the manner described herein, Suncrest Hospice and the Owners were acting in active concert with on another such that the acts of each were fully attributable to the other in all material respects.

Claimant also alleges Suncrest Hospice and the Owners were merely the alter-ego of the others in that there existed a unity of interest and ownership such that any separateness between them ceased to exist and each exercised undue dominance, control, influence, and management over the others. Claimant further alleges that, at all relevant times, Suncrest Hospice has been inadequately capitalized to conduct business, has failed to follow appropriate corporate formalities, and has simply been a shell and instrumentality through which the Owners have conducted their personal affairs. Adherence to the fiction of the separate existence of Suncrest Hospice would permit abuse of the corporate privilege, thereby sanctioning fraud and promoting injustice. Accordingly, the corporate veil should be pierced, and any liability attached to Suncrest Hospice should be imposed jointly and severally against the Owners.

Finally, in an additional separate, but not necessarily mutually exclusive, alternative theory of liability, the Owners are liable for PAGA civil penalties under Labor Code § 558 as "other person(s)" who caused the violations regarding minimum wage among other claims. See *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809, 820 ("if there is evidence and a finding that a party other than the employer 'violates, or causes to be violated' the overtime laws (§ 558(a)) or 'pays or causes to be paid to any employee' less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer"); *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (same)

As a result of these violations, and others described below, Claimant alleges that she and other Aggrieved Employees were denied specific rights to which they are/were entitled under California law and the rules promulgated by the IWC Wage Orders, including the following:

/ / /
/ / /

PAGA ASSESSMENT FOR FAILURE TO PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 204, 210, 221-223, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198; IWC Wage Order §§ 3, 4(B))

As discussed above, the Company failed to pay all required minimum, regular, and overtime wages to Claimant and the Aggrieved Employees due to the Company's failure to accurately record and compensate for all hours worked and the failure to pay overtime and/or properly calculate the regular rate of pay for Claimant and other Aggrieved Employees. This resulted in earned, but unpaid, wages due and owing to Claimant and the Aggrieved Employees. Therefore, Claimants and the Aggrieved Employees performed work for the Company without receiving proper payment of the requisite minimum, overtime, and/or doubletime wages.

Accordingly, Labor Code §§ 210, 558, 1194.2, 1197.1, and 2699, among possibly others, impose various penalties upon the Company for each employee and each pay period in which it failed to pay all wages including, but not limited to, minimum, regular, and overtime wages in violation of the Labor Code and/or the IWC Wage Orders.

PAGA ASSESSMENT FOR DENIAL OF MEAL PERIODS, REST BREAKS, AND WAGE PREMIUMS

(Labor Code §§ 226.7(b) & (c), 512, 558; Cal. Admin. Code, Title 8, § 11090)

Labor Code § 226.7(b) states that "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission …" Labor Code § 512(a) states in pertinent part: "[A]n employer may not employ an employee for a work period of more than 5 hours per day without providing the employee with an uninterrupted meal period of not less than 30 minutes […] [a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes." Section 12 of applicable IWC Wage Order states in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

Here, Claimant and other Aggrieved Employees were regularly not provided compliant mandatory meal periods and paid rest breaks due to the Company's policies described above. Although the Company was required to pay Claimant and all Aggrieved Employees premium wages equal to an additional hour of pay at the employee's regular rate of pay for each violation under Labor Code § 226.7(c), the Company did not pay the mandatory one-hour wage premiums. Labor Code § 558 imposes a penalty for each violation. Additionally, the civil assessment set forth in Labor Code § 2699 applies to these violations.

PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802; IWC Wage Order § 9(b))

Labor Code § 2802(a) states "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." IWC Wage Order § 9(b) states "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer."

Here, the Company required Claimant and the Aggrieved Employees to incur expenses in direct consequence of the discharge of their duties. For example, Claimant and the Aggrieved Employees acquired and maintained personal computers and cell phones in order to complete paperwork, patient charts, and/or schedule appointments, without any reimbursement from the Company. The Company also failed to reimburse Claimant and Aggrieved Employees for travel expenses and mileage costs when traveling to and from patient visits. Accordingly, Labor Code § 2699 imposes a penalty upon the Company for each such violation of Labor Code § 2802.

PAGA ASSESSMENT FOR FAILURE TO PAY ALL WAGES DUE AND OWING EACH PAYROLL PERIOD WITHIN THE TIME REQUIRED BY LAW
(Labor Code §§ 204, 204.1, 208, 256 and 2699)

Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month. Labor Code § 204(d) states "[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period."

As a result of the Company's failure to pay Claimant and the Aggrieved Employees all compensation to which they were entitled, the Company had a pattern and practice of failing to pay all wages due and owing to Claimant and the Aggrieved Employees within the time mandated by Labor Code § 204. As a result of these violations, penalties may be assessed pursuant to Labor Code §§ 203, 210, 256, and/or 2699.

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES
(Labor Code §§ 201, 202, 203, 256 and 2699)

Labor Code § 201(a) provides in pertinent part: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code § 202(a) states in pertinent part "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours' previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Labor Code § 203(a) states "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

The Company did not pay the Aggrieved Employees all wages that were due and owing within the required time following the end of their employment in accordance with Labor Code §§ 201-202. As a result, all such Aggrieved Employees are entitled to 30 days of wages as a "waiting time penalty." (Labor Code §§ 203, 256.) Labor Code § 2699 also imposes a penalty.

PAGA ASSESSMENT FOR FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS
(Labor Code §§ 226, 226.3, and 1174)

Labor Code § 226(a) requires an employer to provide its employees with itemized wage statements accurately stating gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the employee's name and the last four digits of his or her Social Security number (or employee identification number), the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all times pertinent hereto, the Company failed to provide accurate itemized wage statements to Claimants and all Aggrieved Employees due to violations including: failure to accurately state total hours worked (the wage statements failed to accurately reflect total compensable hours due to the failure to accurately record all hours worked); failure to accurately state gross wages earned; failure to accurately state all deductions; failure to accurately state net wages earned; failure to state the applicable hourly rates; and failure to accurately state the corresponding number of hours worked at each hourly rate (including the failure to state the accurate overtime rate of pay). Accordingly, Labor Code §§ 226.3 and 2699 also impose a civil penalty and/or assessment for these violations.

PAGA ASSESSMENT FOR FAILURE TO MAINTAIN EMPLOYMENT RECORDS
(Labor Code §§ 1174, 1174.5, 1198, and § 7 of the IWC Wage Orders)

Labor Code § 1174(d), and § 7 of the IWC Wage Orders require employers to maintain accurate employment records, including accurate payroll records showing the total number of regular and overtime hours worked each day by employees, including meal periods, and the gross wages earned by the employee, including all applicable pay rates and the corresponding number of hours worked at each pay rate, among other requirements.

Here, the Company failed to maintain accurate employment records as mandated by California law. Therefore, in addition to recovering the amount of attorneys' fees and cost incurred herein, Claimant is entitled to the assessment of civil penalties in accordance with Labor Code §§ 1174(d), 1174.5, and 2699.

PAGA ASSESSMENT FOR VIOLATIONS OF LABOR CODE § 1199
(Labor Code § 1199)

An employer violates Labor Code § 1199 if said employer: (a) requires or causes an employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or, (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. Labor Code § 2699.5 specifically enumerates Labor Code § 1199 as a section to which the civil penalties under the PAGA apply. Therefore, as a result of the Company's violations described herein, the Company is subject to the civil penalties in accordance with Labor Code § 2699.

ATTORNEYS' FEES, INTEREST, AND PENALTIES
(Labor Code §§ 2699(f)(2), 2699(g)(1), 2699.5)

Labor Code § 2699(g)(1), give employees the right to recover in a civil action the unpaid balance of the full amount of wages, including interest thereon, penalties and other damages, as applicable, reasonable attorneys' fees, and costs of suit. Additionally, Claimants seek the assessment of penalties, including civil penalties, under Labor Code §§ 203, 210, 225.5, 226.3, 1174.5, 1197.1, 2699, and/or § 20 of the IWC Wage Orders, among possibly other provisions inadvertently omitted herein. Furthermore, Claimants is entitled to bring a wage/hour claim on behalf of all current and former similarly situated employees of the Company. Thus, the Company is exposed to these same penalties for violations involving all Aggrieved Employees.

Additionally, Claimant seeks attorney's fees pursuant to C.C.P. § 1021.5. Please construe this correspondence as Claimants' notification of alleged wrongdoing and attempted resolution in accordance with C.C.P. § 1021.5 and *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553.

CONCLUSION

Based on the foregoing, the Company may be liable for penalties related to the foregoing claims and remedies. If Claimant becomes aware of any additional claims for Labor Code violations related to her employment and/or other employees of the Company, she reserves the right to add new claims by amending this claim letter.

Should you have any questions, please feel free to give me a call. In the meantime, I look forward to your response.

Very Truly Yours,

Kristina Bui Carlson

By: Kristina Bui Carlson, Esq.
E-mail: kristina@lmlfirm.com

EXHIBIT “C”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00588 Oldham v Town Hospice (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Miranda Oldham							
14000-00588 Oldham v Town Hospice							
05-24-2024	Approved	E112 Court fees	Chiarito, Tracie	75.00	0.00	1.00	75.00
	Receipt for LWDA - submit PAGA letter						
05-24-2024	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	84.00	16.80
	84 copies @ .20 each - initial letters to companies						
05-24-2024	Approved	E108 Postage	Chiarito, Tracie	30.87	0.00	1.00	30.87
	Postage for May 2024						
05-31-2024	Approved	Attorney Service	Chiarito, Tracie	1,512.08	0.00	1.00	1,512.08
	OneLegal Order #22981107 - file complaint						
06-14-2024	Approved	Attorney Service	Chiarito, Tracie	161.15	0.00	1.00	161.15
	Bosco Inv #11181734 Serve: Town Hospice & Palliative Care, LLC, a California Limited Liability Company Summons; Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; ADR Court: Riverside County Superior Court - Riverside Historic Courthouse Completed on: 06/07/2024						
06-20-2024	Approved	E108 Postage	Chiarito, Tracie	18.66	0.00	1.00	18.66
	Postage for June 2024 (Godina RR)						
06-20-2024	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	12.00	2.40
	12 copies @ 20 each - record request on Godina						
06-20-2024	Approved	Attorney Service	Chiarito, Tracie	19.30	0.00	1.00	19.30
	OneLegal Order #23118304 - file POS						
07-24-2024	Approved	Attorney Service	Chiarito, Tracie	19.30	0.00	1.00	19.30
	OneLegal Order #23376864 - file Joint Statement						
10-01-2024	Approved	Attorney Service	Chiarito, Tracie	42.64	0.00	1.00	42.64
	OneLegal Order #23820615 - file Stip and Order to File FAC						
10-03-2024	Approved	Attorney Service	Chiarito, Tracie	20.96	0.00	1.00	20.96
	OneLegal Order #23853185 - file FAC						
01-24-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #24568179 - file Joint Statement						
01-31-2025	Approved	Attorney Service	Chiarito, Tracie	9.08	0.00	1.00	9.08
	LoopUp Inv #513266 for 1/21/25 conference call						
03-07-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #24866387 - file additional documents iso opposition to MTCA						
03-07-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00588 Oldham v Town Hospice (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
Miranda Oldham							
14000-00588 Oldham v Town Hospice							
	OneLegal Order #24866527 - file Opposition to MTCA						
03-20-2025	Approved	E125 Mediation fees	Chiarito, Tracie	6,000.00	0.00	1.00	6,000.00
	Fuchsman Mediation, LLC Inv #0251 for 9/9/25 mediation with Jeff Fuchsman						
07-02-2025	Approved	E112 Court fees	Chiarito, Tracie	5.50	0.00	1.00	5.50
	Receipt for RVSC - copy of ruling on MTCA						
07-18-2025	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	158.00	31.60
	158 copies @ .20 each - demand for arbitration to company on Oldham, Hernandez and Godina						
07-18-2025	Approved	E108 Postage	Chiarito, Tracie	98.86	0.00	1.00	98.86
	Postage for July 2025						
08-29-2025	Approved	E119 Experts	Chiarito, Tracie	3,465.00	0.00	1.00	3,465.00
	AttorneyTalk Inv #03675						
09-22-2025	Approved	E120 Private investigators	Chiarito, Tracie	1,850.00	0.00	1.00	1,850.00
	Tristar Investigation LLC Inv #24924						
09-22-2025	Approved	Attorney Service	Chiarito, Tracie	23.02	0.00	1.00	23.02
	OneLegal Order #26271434 - file Amendment to Complaint						
10-29-2025	Approved	E112 Court fees	Chiarito, Tracie	2.00	0.00	1.00	2.00
	Receipt for RVSC - copy of Minute Orders						
06-24-2026	Approved	Attorney Service	Chiarito, Tracie	45.85	0.00	1.00	45.85
	OneLegal Order #28561617 - file Stip and Order						
07-16-2026	Approved	E101 Copying	Chiarito, Tracie	0.20	0.00	2.00	0.40
	2 copy @ .20 each - letter to Godina and Oldham						
07-16-2026	Approved	E108 Postage	Chiarito, Tracie	1.56	0.00	1.00	1.56
	Postage for July 2026						
08-14-2026	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00
	Estimated costs to file MFA and supporting documents						
						Project Total	**13,671.09**
						Client Total	**13,671.09**
						Grand Total	**13,671.09**

EXHIBIT “D”

EXHIBIT “E”

Insert Settlement Administrator
Insert Address
Insert Phone Number

[Aggrieved Employee]
[Address]
[Address]

Re: ***Miranda Oldham v. Town Hospice & Palliative Care, LLC.***
Riverside Superior Court, Case No. CVRI2402951

Dear [Aggrieved Employee]:

Enclosed is your payment from the settlement of a lawsuit entitled *Miranda Oldham v. Town Hospice & Palliative Care, LLC*, which was pending in the Superior Court of the State of California for the County of Riverside, Case No. CIVSB2402951 (the "Lawsuit").

Plaintiff Miranda Oldham ("Plaintiff") filed the Lawsuit on May 24, 2024. The Lawsuit brings claims against Defendant Town Hospice & Palliative Care, LLC and Defendant Suncrest Health Services LLC. ("Defendants") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* ("PAGA"). The Lawsuit was brought on behalf of the State of California and all current and former nonexempt (hourly paid) employees employed by Defendant in California any time during the "PAGA Period" of May 24, 2023, through January 8, 2026 (the "Aggrieved Employees"). The Lawsuit alleges that Defendants failed to pay all required minimum and overtime wages, failed to provide compliant meal and rest breaks, failed to reimburse business expenses, failed to timely pay wages each period and upon separation of employment, and failed to provide accurate itemized wage statements. As such, the Lawsuit sought civil penalties under PAGA on behalf of the State of California and all similarly situated Aggrieved Employees.

Defendant denies that it violated any provisions of the California Labor Code and contends that its practices regarding the payment of wages, meal and rest breaks, reimbursement of expenses, and providing of wage statements complied with all requirements of California law. Without admitting any wrongdoing, Defendant agreed to resolve this case by way of settlement. And, according to Defendant's records, you are an "Aggrieved Employee" because you were employed by Defendant Town Hospice & Palliative Care, LLC as a nonexempt (hourly paid) employee during the PAGA Period.

The Court approved the settlement on _______________, 2026. Under California law, any settlement of a PAGA case results in 75 percent of the awarded penalty being paid to the State of California and 25 percent of the penalty being paid to the Aggrieved Employees who worked during the PAGA Period. The settlement PAGA only claims for civil penalties alleged in the Lawsuit under PAGA (Labor Code section 2699) for the PAGA Period. Your share of the PAGA settlement is the enclosed settlement check. You have 180 days to cash the settlement check. Checks remaining uncashed for more than 180 days after issuance will be voided and funds represented thereby will be remitted by the State Controller's Office for the State of California in the name of the Aggrieved Employee that did not cash their check.

For more information, you may inspect the Court's files and the PAGA Representative Action Settlement Agreement and Release of PAGA Claims any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Riverside, 4050 Main St, Riverside, CA 92501. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at https://epublic-access.riverside.courts.ca.gov/public-portal/. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (CIVSB2402951) where requested, and click "Search." You may also contact the Settlement Administrator using the contact information listed above for more information.