COHELAN KHOURY & SINGER
Michael D. Singer (SBN 115301)
msinger@ckslaw.com
Jeff Geraci (SBN 151519)
jgeraci@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Telephone (619) 595-3001/Facsimile: (619) 595-3000

HEKMAT LAW GROUP, P.C.
Joseph M. Hekmat (SBN 265229)
jhekmat@hekmatlaw.com
2121 Avenue of the Stars, Ste. 800
Los Angeles, California 90067
Telephone: (424) 888-0848

Attorneys for Plaintiff Kristian Dodson, on behalf of herself and other aggrieved employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

KRISTIAN DODSON, on behalf of herself and other aggrieved employees,

Plaintiff,

vs.

LA MIRADA POST ACUTE LLC, a California Limited Liability Company; SUN MAR REHABILITATION SERVICES, LLC, a California Limited Liability Company; SUN MAR MANAGEMENT SERVICES, a California Corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 24STCV11019
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Richard L. Fruin
Department 307

REPRESENTATIVE ACTION

DECLARATION OF JEFF GERACI IN SUPPORT OF MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA") SETTLEMENT

Date: November 17, 2026
Time: 9:15 a.m.
Dept: 307
Judge: Hon. Richard L. Fruin
Reservation: 014615751961

Complaint filed: May 1, 2024
Trial date: Not Set

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

I, Jeff Geraci, declare as follows:

1. I am a Partner with the law firm of Cohelan Khoury & Singer, co-counsel of record for KRISTIAN DODSON ("Plaintiff"). This Declaration is based on my personal knowledge and if called to testify I could and would competently testify to the matters contained in this Declaration.

2. I am a 1990 University of San Diego School of Law graduate, admitted to the California State Bar in 1990. I am admitted to all California state and federal courts. I have provided counseling and representation in all areas of employment law, including wrongful termination, discrimination, harassment, and wage and hour law since 1992. I founded Law Office of Jeff Geraci in 1999 and managed that firm through 2009, when I joined Cohelan Khoury & Singer. I have conducted six jury trials of employment law cases to verdict as sole trial counsel, prevailing in four. My practice has focused solely on litigation of class and representative actions, particularly wage and hour class actions, for the past 15 years. I have drafted amicus letters on a range of issues, primarily for the California Employment Lawyers Association (CELA), supporting publication or depublication of Court of Appeal decisions. I have been primarily responsible for dozens of wage and hour class actions, from drafting the complaint, through discovery, dispositive motions, settlement, and settlement approval.

3. I have acted as lead appellate counsel in a dozen matters, including the published employment cases, *McAlindin v. County of San Diego* (1999) 192 F.3d 1226 (9th Cir. 1999) [reversing summary judgment in a disability discrimination case]; *Vaquero v. Ashley Furniture Indus.*, 824 F.3d 1150 (9th Cir. 2016) [affirming class certification for sales associates].

4. Founding Partner Isam C. Khoury, along with Partner Diana M. Khoury have been selected by their peers based on ethics, experience and reputation as Super Lawyers in Civil Litigation by the Southern California Super Lawyers Magazine for several years. Michael D. Singer, Managing Partner, was named to the Daily Journal list of Top California Labor and Employment Attorneys in 2012, 2013, and 2018 and selected to the Southern California Super Lawyers in 2010, 2012-2019. Mr. Singer was admitted as a fellow of the College of Labor and Employment Attorneys in 2020.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

5. Cohelan Khoury & Singer has been certified by the State Bar of California to provide the Mandatory Continuing Legal Education activity entitled "Litigating California Class Actions" and has conducted MCLE certified seminars on this topic. Senior Partner, Timothy D. Cohelan, is the author of Cohelan on California Class Actions (1997-2026, updated annually), part of Thomson Reuters Expert Series updated annually. Michael D. Singer is a contributing author on the CEB publication California Wage and Hour Law: Compliance and Litigation (2010-2026 updated annually), in which he wrote the opening chapter overview on California Wage and Hour laws, including the public policy underpinnings for those laws, and the Private Attorneys General Act (PAGA) Claim chapter. He is also a contributing author to the CEB Practitioner (2020), including guidelines for oral argument and forms for PAGA litigation. Mr. Singer has served as a columnist for the California State Bar, Litigation Section on wage and hour litigation and has contributed articles on wage and hour and class action issues through the years to numerous California publications.

6. Prior to COVID, Mr. Singer typically lectured several times per year for continuing education courses on wage and hour and class action issues at events in San Diego, Orange County, Los Angeles, and San Francisco. For over twelve years, Mr. Singer has served as wage and hour amicus co-chair and liaison for the California Employment Lawyers Association, drafting, reviewing, and coordinating amicus filings on wage and hour issues in the California Supreme Court and Courts of Appeal. He has been engaged in the practice of labor and employment law since 2000, handling well over 300 wage and hour class and PAGA actions and several individual labor cases. He has litigated several types of employment actions, including complex ERISA employee welfare benefit plan cases, as well as wage and hour class actions before Federal and State Courts in California. In 2014, Mr. Singer tried a wage and hour class action involving claims for illegally deducted wages and unreimbursed expenses. *Dilts v Penske Logistics LLC, Inc*. Mr. Singer successfully appealed the trial court ruling in *Dilts* finding state laws preempted by the FAAAA for truck drivers.

7. As a part of our overall firm philosophy lawyers perform community service and pro bono work. Firm volunteer work includes service through the Legal Aid at Work, San

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

Diego Volunteer Lawyer Program, the San Diego County Bar Foundation and Consumer Attorneys of San Diego. I am a past recipient of the Wiley W. Manuel Award for Pro Bono Service. Mr. Singer has served on the Legal Aid at Work Board of Directors since 2011. Mr. Cohelan served as the Chair of the San Diego Volunteer Lawyers Program from 2015-2018, and currently sits on the Board as past Chair. He completed 24 years of volunteer judicial service as a Judge Pro Tem of the San Diego Superior Court. Since admission to the California Bar, Partner Diana M. Khoury has been a member of the San Diego County Bar Association, Consumer Attorneys of San Diego, Consumer Attorneys of California, and American Association for Justice serving and chairing various committees through the years for these organizations. For six years from 2010 through 2015, Ms. Khoury served on the Board of Directors for Consumer Attorneys of San Diego. From 2013 to 2023, Ms. Khoury actively served on the Board of Directors for the San Diego County Bar Foundation, the 501(c)(3) charitable arm of the San Diego County Bar Association providing access to justice to the underserved and impoverished in the San Diego County region. Our firm's recent pro bono victories include a settlement which prohibits the City of San Diego from targeting homeless people for illegal lodging tickets under Penal Code Section 467(j). (*Spencer v. City of San Diego*, USDC Case No 04CV-2314 BEN (WMC).) The *Spencer* settlement had the effect of increasing the number of available shelter beds in San Diego.

8. As Class and PAGA Representative Counsel, Cohelan Khoury & Singer has actively commenced, prosecuted and concluded numerous state and federal class and representative actions. Since 2016, Cohelan Khoury & Singer has played a central role in the resolution of hundreds of such cases, including the following, which have received court approval: (a) *Arellano, et al. v. Container Connection of Southern California, Inc.*, Los Angeles County Superior Court, Case No. BC500675, Hon. Anne I. Jones; (b) *Castro v. Home Depot U.S.A., Inc.*, Los Angeles County Superior Court, Case No. BC577885, Hon. Elihu M. Berle; (c) *Czuchaj v. Conair Corporation*, United States District Court, Southern District of California, Case No. 13-CV-1901 BEN, Hon. Roger T. Benitez; (d) *Gardiner v. TSYS,* United States District Court, Central District of California, Case No. 18-cv-00415, Hon. David O. Carter; (e)

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

Grana v. PICO Enterprises, Inc., Los Angeles County Superior Court, Case No. BC472891, Hon. Stephanie M. Bowick; (f) *Gutierrez v. Save Mart Supermarkets*, San Mateo County Superior Court, Case No. CIV530955, Hon. Marie S. Weiner; (g) *Hernandez v. Workforce Enterprises WFE, Inc.*, Los Angeles County Superior Court Case No. BC590913, Hon. Elihu M. Berle; (h) *Hicks v. Poway Academy of Hair Design, Inc.*, San Diego County Superior Court, Case No. 2014-00026517, Hon. Ronald L. Styn; (i) *Hubbard v. Caliber Home Loans, Inc.*, Orange County Superior Court, Case No. 2018-01017838; (j) *Klein v. Loomis Armored US, LLC*, San Bernardino County Superior Court, Case No. CIVDS1704547, Hon. David Cohn; (k) *Laureano v. The Art of Shaving*, Los Angeles County Superior Court, Case No. BC550093, Hon. Amy D. Hogue; (l) *Lopez, et al. v. Management & Training Corporation, et al.*, United States District Court, Southern District of California, Case No. 17-CV-010624 JM, Hon. Jeffrey T. Miller; (m) *Magdaleno v. Shelly Automotive, LLC*, Orange County Superior Court Case No. 2013-0043958, Hon. Kim. G. Dunning; (n) *McGrath, et al. v. Wyndham Resort Development Corporation, et al.*, United States District Court, Southern District of California, Case. No. 15-CV-1631 JM, Hon. Jeffrey T. Miller; (o) *Mena v. Wolfgang Puck Catering*, Los Angeles County Superior Court Case No. BC582743, Hon. John Shepard Wiley, Jr.; (p) *Morales v. The Los Angeles Country Club*, Los Angeles County Superior Court, Case No. BC566493, Hon. William F. Highberger; (q) *Nijmeh v. Bon Appetit Management Company, Inc.*, Santa Clara County Superior Court, Case No. 16CV294127, Hon. Thomas E. Kuhnle; (r) *Plascencia v. Aramark Services, Inc.*, Santa Clara County Superior Court, Case No. 2015-1-CV-288310, Hon. Brian C. Walsh; (s) *Plimpton v. Gordon Trucking, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1511918, Hon. Donald Alvarez; (t) *Raya v. Amazon*, USDC, Northern District of California, Case No. 15-CV-02005 MMC, Hon. Maxine M. Chesney; (u) *Rivas v. ESA Management*, USDC, Central District of California, Case No. 14-CV-5767, Hon. Dale S. Fischer; (v) *Rodriguez v Healthcare Partner Medical Group, Inc.*, Los Angeles County Superior Court, Case No. BC541313, Hon. Kenneth Freeman; (w) *Ryan v. Dignity Health*, Sacramento County Superior Court Case No. 2013-00147371, Honorable Alan G. Perkins; (x) *Santana v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

37-2014-00022411, Hon. Joel R. Wohlfeil; (y) *Schaffer v. Rady Children's Hospital-San Diego*, San Diego County Superior Court Case No. 337-2015-00022978; Hon. Joel R. Wohlfeil; (z) *Schneider v. Catholic Healthcare West*, San Francisco County Superior Court, Case No. CGC-10-506243, Hon. Angela Bradstreet; (aa) *Schwartz v Bank of the West*, San Francisco County Superior Court, Case No. CGC-14-538955, Hon. Harold E. Kahn; (bb) *Syed v. M.I. Swaco*, USDC, Eastern District of California, Case No. 12-CV-01718 DAD, Hon. Dale A. Drozd; (cc) *Vaquero, et al. v. Stoneledge Furniture, LLC*, Los Angeles County Superior Court Case No. BC522676, Hon. Elihu M. Berle; (dd) *Vazquez v. Kraft Heinz Foods Company*, USDC, Southern District of California Case No. 16-CV-02749, Hon. William Q. Hayes; (ee) *Walsh v. Cedars-Sinai Medical Center*, Los Angeles County Superior Court Case No. BC487290, Hon. William F. Highberger; among others.

9. Plaintiff seeks approval of a $225,000 non-reversionary Private Attorneys' General Act ("PAGA") settlement with La Mirada Post Acute LLC, Sun Mar Rehabilitation Services, LLC, and Sun Mar Management Services ("La Mirada" or "Defendants"), based on the alleged failure to provide non-exempt nurses and therapists with: wages for time worked off-the-clock, including if interrupted during meal periods and after clocking out, and when completing required daily charting; legally compliant off-duty meal and rest periods or premium wages; accurate wage statements; and all final wages, for the period May 5, 2023 to June 25, 2026. The proposed Settlement is memorialized in the PAGA Settlement Agreement, ("Agreement"), attached as Exhibit 1.

10. Defendants have owned and managed the 142-bed Sunny Hills Post-Acute skilled nursing facility in La Mirada, California since 2022. Plaintiff Kristian Dodson worked as an LVN Charge Nurse at Sunny Hills from August 2023 through December 2023.

11. Aggrieved employees are all current and former non-exempt patient care employees, including nurses, (RN, LVN, CNA, RNA) and therapists (PT, OTR, COTA, PT Aid). La Mirada's records show 518 potentially aggrieved employees, (356 former), worked 10,687 pay periods.

///

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

12. Based on the job descriptions of the nurses and therapists in this action, they provide patient care and, in some situations, must do so until treatment is complete. This ranges from a CNA answering a patient's call light, a physical therapist working with a patient, or an RN administering medication. Nurses and therapists must also maintain accurate, contemporaneous records, which meet legal requirements for patient care and for billing insurance and Medicare. Plaintiff and others surveyed reported the need, at times, of continuing patient care, or charting duties, while not clocked in, during meals and after clocking out.

13. Plaintiff requested documents pre-litigation, including arbitration agreements, none were produced, a Class complaint was filed, and later amended to include PAGA. When an arbitration agreement was later produced, Plaintiff dismissed class claims, and the motion to compel arbitration of PAGA claims by in-house counsel was denied. Attached as Exhibit 2 is a true and correct copy of Plaintiff's PAGA Notice submitted to the California Labor and Workforce Development Agency on May 1, 2024.

14. Defendants substituted counsel in mid-March 2025. The Parties agreed on a Privacy Notice for contact information. Discovery was contentious, with multiple meet and confer efforts. Eventually policies and records were obtained and mediation scheduled. For mediation, Defendants provided all time records from May 5, 2023 to October 2, 2025, and a random sample of wage statement data from May 5, 2023 to October 31, 2025.

15. Defendants defended vigorously and were represented by counsel experienced in class and PAGA defense, including its in-house counsel, and outside counsel Elizabeth Martin and Megan Childress of O'Hagan Meyer LLP, their partners and associates.

16. Plaintiff's primary contention was nurses and therapists are assigned large, challenging caseloads, and patient needs come before compliant rest and meal periods, and the duty to maintain accurate, contemporaneous patient care records required charting sometimes be completed off the clock.

17. La Mirada responded, accurately, it had long-standing written policies, forbidding off-the-clock work and instructing staff how to handle patient needs. La Mirada also

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

pointed to its compliant meal and rest policies, requiring all breaks be taken, and when not possible, how to record that and be paid meal period premium, as many aggrieved employees were. Plaintiff had no evidence of a request for a premium being made and not paid, or of an employee being retaliated against for requesting a premium.

18. Plaintiff's consultant analyzed La Mirada's data and determined there were less than 10% "facial violations" in all shifts, that is, time record entries which showed a meal was late, short, or missed. La Mirada correctly argued even those did not represent actual violations, as an employee could choose to leave later for a meal, or return early.

19. Plaintiff obtained policies and documents through investigation and formal discovery. For mediation, representative random samples of time and pay data were produced, representing over 75% of PAGA period data. Plaintiff's economic consultant analyzed 300,000 lines of data and 11,000 wage statements and prepared a penalty model for the PAGA period.

20. Plaintiff also conducted a mediation survey, and obtained responses on relevant issues that informed valuation and settlement decisions.

21. On June 25, 2026, the Parties mediated a full-day with Allison Eckstrom and accepted a mediator's proposal on July 8, 2026, and then negotiated the Agreement presented.

22. The Agreement provides for distribution as follows, subject to Court approval:

PAGA Penalties	$225,000.00
Settlement Administration	$ 5,500.00
Service Payment	$ 10,000.00
Attorneys' Fees	$ 75,000.00
Attorneys' Litigation Costs	$ 18,963.00
Total	$115,537.00

23. PAGA penalties are paid 75% ($86,652.75) to the LWDA and 25% ($28,884.25) to Aggrieved Employees based on number of PAGA Pay Periods worked. The estimated 518 Aggrieved Employees may receive an estimated average $56 ($28,884.25/518 = $56).

24. Attorneys' fees are allocated 60% to Cohelan Khoury & Singer and 40% to Hekmat Law Group with Plaintiff's written consent.

25. If pay periods increase by more than 5%, at Defendants' option, (a) GSA will increase by the percentage above 5%, or (b) the PAGA Period will end on the date cumulative pay periods equal 11,221 (5% increase).

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

26. La Mirada will provide contact information to the agreed-upon third-party Claims Administrator, Phoenix Settlement Administrators ("Phoenix"), who will mail PAGA Settlement Members a cover letter, basis for the payment, and a check. Attached as Exhibit 3 is a true and correct copy of the Cover Letter.

27. Phoenix will perform all services necessary to locate addresses, calculate, issue and mail Individual PAGA Payments and the LWDA Payment, each check will remain valid for not less than 180 days, and Phoenix will conduct an address search and re-mail any checks returned undelivered. For any check that remains uncashed after the void date, the Administrator will forward the funds represented by that check to the cy pres recipient, the State Bar Justice Gap Fund, a charitable fund managed by the State Bar of California to provide free civil legal services to low-income Californians.

28. While Plaintiff believed she had strong arguments, Plaintiff also had to concede, if La Mirada's evidence and arguments were accepted, liability could not be shown for the entire group of aggrieved employees, or even for a limited group, and, if shown, penalties could be severely reduced. Plaintiff's counsel considered the risks of further dispositive motions, trial, appeal and, if successful, the risk the trial or appellate court would reduce penalties.

29. PAGA penalties of $100 for each aggrieved employee per pay period may be recovered. PAGA penalties were evaluated for the violations alleged: wages (§1194); meal/rest breaks (§226.7); wage statements (§ 226); final wages (§203), for 10,687 pay periods:

- Wages. It was estimated off the clock work might be shown in 50% of the pay periods, based on the difficulty generally of proving such work, Defendant's compliant policies, and survey responses, for maximum exposure of $534,350. (10,687 x 50% = 5,343.5 x $100). Given that $100 per pay period exceeded the value of the one hour per week of off the clock work reported by some, difficulty proving such work, the Court's discretion to reduce penalties, and maximum penalty exposure was reduced by 50%, for realistic exposure of **$267,175**.
- Meal Periods. Based on the analysis of time data, violations were assumed in 10% of pay periods for maximum exposure of $106,900 (1,069 pp x $100). This was reduced by 25% for the reasons stated above, for realistic exposure of **$80,175**.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

- Rest Periods. With two rest periods per average shift, it was assumed the violation rate was roughly twice as much as for meal periods and violations were assumed in 20% of pay periods for maximum exposure of $213,740 (2,137.4 pp x $100). This was reduced by 25% for the reasons stated above, for realistic exposure of **$160,305**. Arguably, rest period exposure should be reduced further given the lack of records and difficulty of proving these violations.
- Wage Statements. Violations were assumed in 50% of pay periods, based on the 50% assumption for work off-the-clock, for maximum exposure of $534,350 (5,343.5 pp x $100). This was reduced by 50% for the reasons stated above, for realistic exposure of **$267,175**.
- Final Wages. It was assumed all former 356 former employees would be awarded a penalty for maximum exposure of **$35,600**.

30. Maximum exposure was found to be $1,424,940 and realistic exposure **$810,430.**

31. The proposed $225,000 settlement represents nearly 28% of the realistic penalty exposure ($225,000/$810,430 = .277), and nearly 16% of maximum exposure for the primary claim. ($225,000/$1,424,940 = .158). The settlement is reasonable, fulfills PAGA's purpose and provides support to the LWDA for education and enforcement.

32. Settlement was reached after extensive formal and informal discovery, review and analysis of all relevant policies, and years of litigation. Taking all factors into consideration, Plaintiff's Counsel concluded the settlement is more than "fair, reasonable, and adequate," and avoids the risk, after extended litigation, there could be little or no recovery.

33. Plaintiff's Counsel requests $75,000 in attorneys' fees, one-third of the Gross Settlement Amount, and $18,963 in litigation costs. Counsel expended 147.9 hours, a $120,582.50 lodestar, as shown in the below Lodestar & Cost Chart:

FIRM/ ATTORNEYS	YEAR ADMITTED	HOURS	HOURLY RATE	TOTAL
COHELAN KHOURY & SINGER				
Isam C. Khoury, Founding Partner	1974	0.5	$1,100	$550.00
Michael P. Singer, Managing Partner	1984	2.5	$1,250	$3,125.00
Jeff Geraci, Partner	1990	91.1	$900	$81,990.00

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

Amber Worden, Former Paralegal	N/A	12.1	$200	$2,420.00
Matthew Atlas, Paralegal	N/A	5.7	$175	$997.50
	TOTAL:	**111.9**		**$89,082.50**

FIRM/ ATTORNEYS	**YEAR ADMITTED**	**HOURS**	**HOURLY RATE**	**TOTAL**
HEKMAT LAW GROUP, P.C.				
Joseph Hekmat, Managing Attorney	2009	36.0	$875	$31,500.00
	TOTAL:	**36.0**		**$31,500.00**

Total Aggregate Hours: 147.9	**Total Lodestar: $120,582.50**

LITIGATION EXPENSES	
Cohelan Khoury & Singer	$18,818.00
Hekmat Law Group, P.C.	$145.00
TOTAL COSTS	**$18,963.00**

34. Plaintiff's request of a one-third fee is in the lower range of fee awards which commonly range from 25% to 50% of a common fund. This is fair compensation for undertaking complex, risky, expensive, and litigation on a contingent basis for over two and a half years, and for excellent results achieved for the State and aggrieved employees.

35. Some California courts have found 33-1/3% of a common fund is the "benchmark," and this fee is consistent with market rates.

36. Since 2020, Cohelan Khoury & Singer has been awarded one-third of a common fund in many class and representative action settlements, including:

a) *White v. Sacramento Regional Transit District*, Sacramento County Superior Court, Case No. 234-2018-00240461 (Hon. David D. Alba –attorneys' fees of 33-1/3% of $385,000 settlement in Class action).

b) *Burris v. Resort Vacations, Inc.*, Orange County Superior Court, Case No. 30-2018-00997260 (Hon. Randall J. Sherman –attorneys' fees of 33-1/3% of $1,485,000 Class action settlement).

c) *Jimenez v. Reyes Holdings, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00051577 (Hon. Joel R. Wohfeil –attorneys' fees of 33-1/3% of $650,000 settlement in Class and Representative action).

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

d) *Santos, et al. v. National General Management Corp.*, San Bernardino County Superior Court, Case No. CIVDS 1918865 (Hon. David Cohn –attorneys' fees of 33-1/3% of $680,000 settlement in PAGA action).

e) *Loreto v. General Dynamics Information Technology, Inc.,* USDC Southern District of California, Case No. 3:19-cv-01366-GPC-MSB (Hon. Gonzalo P. Curiel –attorneys' fees of 33-1/3% of $900,000 settlement in a pre-certification wage and hour class action).

f) *Romanov v. Amazon Services LLC.,* USDC Central District of California, Case No. 2:20-cv-02692-SB-KS (Hon. Stanley Blumenfeld, Jr. – approving attorneys' fees of 33-1/3% of $700,000 settlement in a pre-certification wage and hour class action).

g) *Olson v. Wrike, Inc.*, Santa Clara County Superior Court, Case No. 20CV366599 (Hon. Patricia M. Lucas – approving attorneys' fees of 33-1/3% of $2,000,000 settlement in a pre-certification wage and hour class action).

h) *Gutierrez v. Kite Electric Incorporated*, Orange County Superior Court, Case No. 30-2020-01133960 (Hon. Peter J. Wilson – approving attorneys' fees of 33-1/3% of $458,991 settlement in a pre-certification wage and hour class action).

i) *Ramos Gonzalez v. Staff Pro, LLC, et al.*, San Diego County Superior Court, Case No. 37-2019-00044561 (Hon. Joel R. Wohfeil –attorneys' fees of 33-1/3% of $1,500,000 settlement in Class and Representative action).

j) *Dolan v. Abacus Data Systems, Inc.,* San Diego County Superior Court, Case No. 37-2019-00051447 (Hon. Katherine Bacal –attorneys' fees of 33-1/3% of $600,000 settlement in Class and Representative action).

k) *Lopez, et al. v. PG&E Company*, San Francisco County Superior Court, Case No. CGC-17-562970 (Hon. Richard B. Ulmer, Jr. –33-1/3% of $350,000 Class/PAGA settlement).

l) *Popal v. Wells Fargo Bank, National Associate,* San Diego County Superior Court, Case No. 37-2020-00038101 (Hon. Gregory W. Pollack –attorneys' fees of 33-1/3% of $3,000,000 settlement in Class and Representative action).

m) *Randolph v. Konica Minolta Business Solutions U.S.A., Inc.*, Sacramento County Superior Court, Case No. 34-2018-00237087 (Hon. Lauri A. Damrell – attorneys' fees of 33-1/3% of $325,000 settlement in Class and Representative action).

n) *Sanchez, et al. v. Renzenberger, Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV46131 (Hon. Yvette M. Palazuelos – attorneys' fees of 33-1/3% of $2,400,000 settlement in Class and Representative action).

o) De Benning v. Costco Wholesale Corporation, Sacramento County Superior Court, Case No. 34-2021-00309030 (Hon. Gregory W. Pollack – attorneys' fees of 33-1/3% of $9,000,000 settlement in Class and Representative action).

p) Tam v. Q Tech Corporation, Los Angeles County Superior Court, Case No. 21STCV18635 (Hon. Elihu M. Berle – attorneys' fees of 33-1/3% of $650,000 settlement in Class and Representative action).

q) *Mireles v. Lodi Memorial Hospital Association, Inc., et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0004458 (Hon. Erin Guy Castillo – attorneys' fees of 35% of $1,500,000 settlement in PAGA action).

r) *Foley, et al. v. Yuen;s Enterprise Obe, Inc., et al.*, San Bernardino County Superior Court, Case No. CIVDSl912925 (Hon. Jessica Morgan – attorneys' fees of 33-1/3% of $2,824,090.50 settlement in Class and Representative action).

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

s) *Schiller v. Ashley Distribution Services, LTD.*, San Bernardino County Superior Court, Case No. CIVDS2013264 (Hon. Jessica Morgan – attorneys' fees of 33-1/3% of $350,000 settlement in Class and Representative action).

t) *Caracoza, Jr. v. Ashley Furniture Industries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS2012912 (Hon. Corey G. Lee – attorneys' fees of 33-1/3% of $2,500,000 settlement in Class and Representative action).

u) *Morris v. The Lincoln National Life Insurance Company.*, Los Angeles County Superior Court, Case No. 22STCV20426 (Hon. Lawrence P. Riff – attorneys' fees of 33-1/3% of $500,000 settlement in Class and Representative action).

v) *Augustine, et al. v United Parcel Service, Inc.*, Los Angeles County Superior Court, Case No. BC636468 (Hon. Stuart M. Rice – attorneys' fees of 33-1/3% of $5,188,336.88 settlement in Class and Representative action).

w) *Parra, et al. v Aztec Landscaping, Inc.*, San Diego County Superior Court, Case No. 37-2019-00002992 (Hon. James A. Mangione – attorneys' fees of 33-1/3% of $3,000,000.00 settlement in a certified Class action).

x) *Butler v. Powerschool Group LLC*, Sacramento County Superior Court, Case No. 34-2021-00299363 (Hon. Jill H. Talley – attorneys' fees of 33-1/3% of $898,852 settlement in in Class and Representative action).

y) *Garcia v. Haralambos Beverage Co.*, Los Angeles County Superior Court, Case No. BC660723 (Hon. Laura A. Seigle – attorneys' fees of 33-1/3% of $1,200,000 settlement in a certified Class action).

z) *Curley, et al. v. PAR Western Line Contractors, LLC, et al.*, San Diego County Superior Court, Case No. 2021-00019761 (Hon. Katherine Bacal – attorneys' fees of 33-1/3% of $8,400,000 settlement in in Class and Representative action).

37. Use of the lodestar method supports the fee request here and would actually result in a negative multiplier. ($75,000/$120,582 = 0.622, a 37.80% reduction.)

38. If this were non-representative litigation, the customary fee would be a contingent percentage basis in the range of one-third to 40% of recovery. Plaintiff's Counsel's fee request is in line with, if not lower than, awards in similar cases. This also supports the request.

39. Unlike Defense counsel, who are regularly paid a fair-market hourly rate, Plaintiff's Counsel received no compensation, and no reimbursement of expenses, since the case began. The contingent representation, and risks of the litigation which could result in no fee being possible, fully warrant approval of the fee request.

40. Based on my experience, the experience of my firm, and my research, Plaintiff's Counsel's skill and experience support their hourly rates and are in line with rates typically approved in California wage and hour class and representative actions.

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

41. Plaintiff's Counsel's skill and experience support their hourly rates and are in line with rates typically approved in California wage and hour class and representative actions and previously awarded to Plaintiff's Counsel in many courts, including this one. Cohelan Khoury & Singer's practice is limited to litigating class and representative actions, such as PAGA actions, on behalf of employees and consumers, and the firm has been appointed Class/Representative Counsel or co-Class/Representative Counsel in over 300 such cases.

42. Plaintiff's Counsel's skill and experience support their hourly rates: **COHELAN KHOURY & SINGER**: Founding Partner, Isam C. Khoury - $1,100; Managing Partner, Michael D. Singer - $1,250; Partner, Jeff Geraci - $900. **HEKMAT LAW GROUP, P.C.**: Managing Attorney, Joseph M. Hekmat - $875. The current Laffey Matrix would actually provide for a rate increase: **COHELAN KHOURY & SINGER**: Founding Partner, Isam C. Khoury - $1,227 (20+ years out of law school); Partner, Jeff Geraci - $1,227 (20+ years out of law school). **HEKMAT LAW GROUP, P.C.**: Managing Attorney, Joseph M. Hekmat - $1,019 (11-19 years out of law school). Attached as Exhibit 4 is a true and correct copy of the Laffey Matrix (accessed October 8, available at http://www.laffeymatrix.com/see.html).

43. Counsel seeks reimbursement of actual costs of $18,963. These costs were reasonable and necessary to prosecute this case. To prosecute and bring this matter to final approval, Cohelan Khoury & Singer has incurred $18,818.00 in reasonable and necessary actual costs, as described below:

Date	Payee	Details	Amount
5/1/2024	LWDA	PAGA Fee Notice	$75.00
5/2/2024	One Legal	Complaint, Summons	$1,497.05
5/14/2024	Express Network	SOP: La Mirada Post Acute LLC	$198.50
5/14/2024	Express Network	Sun Mar Rehabilitation Svc Inc.	$45.00
5/14/2024	Express Network	Sun Mar Management Services	$67.50
5/28/2024	One Legal	Proof of Service by Substituted Svc	$19.71
5/28/2024	One Legal	Proof of Service by Substituted Svc	$19.71
5/28/2024	One Legal	Proof of Service by Substituted Svc	$19.71
7/9/2024	One Legal	Amended Complaint	$24.86
8/5/2024	LASC	Docs	$3.00
8/13/2024	One Legal	Initial Status Conf. report; Jury fees	$174.14
8/26/2024	LASC	Docs	$2.00
8/30/2024	Express Network	Joint SCS	$75.75
8/30/2024	Express Network	Ntc of Lodgment of Exh.; Stip	$97.25
8/30/2024	One Legal	Notice of Lodging; Proof of Svc	$19.71

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

8/30/2024	One Legal	Stip and Order; Stip.; Notice	$40.30
8/30/2024	One Legal	Req. for Dismissal; Dec.; POS	$19.71
8/30/2024	One Legal	Joint Status Conf. Report	$19.71
9/3/2024	Express Network	Notice of Lodgment exh A	$97.25
9/3/2024	One Legal	Notice of Lodging	$15.39
9/5/2024	One Legal	Notice; Amended Complaint	$19.71
9/5/2024	One Legal	Notice	$19.71
9/11/2024	One Legal	Notice	$19.71
10/17/2024	One Legal	Notice	$19.77
11/8/2024	One Legal	Proof of Service	$21.37
11/8/2024	One Legal	Oppo; Dec; POS	$51.63
11/8/2024	One Legal	Oppo; Dec; POS	$21.37
11/25/2024	LASC	Docs	$2.00
7/18/2025	One Legal	Stip and Order; Stip.; POS	$45.12
7/18/2025	One Legal	POS	$23.44
7/18/2025	One Legal	POS	$61.95
7/18/2025	One Legal	Stip and Order; POS	$61.95
8/6/2025	One Legal	Notice	$29.63
11/7/2025	Phoenix Settlement Admin	Belaire Notice	$636.45
4/8/2026	Signature Resolution	Mediation Fee	$10,750.00
4/15/2026	One Legal	Stipulation and Order	$52.47
5/21/2026	One Legal	Ex Parte App; Dec.	$93.87
6/11/2026	Express Network	Unopposed Ex Parte	$80.00
8/3/2026	Axiom Analytics	Data Analysis and Report Prep.	$2,982.00
Est	*One Legal*	*Settlement Motion (Efile)*	*$81.37*
Est	*One Legal*	*Settlement Motion (Courtesy Copy)*	*$51.63*
	In House	Postage (includes survey)	$900.10
	In House	Photocopies (1,346@.25)	$336.50
	Total		**$18,818.00**

44. On the same date this motion and its supporting documents are filed with the Court, they will be served upon Defendant and provided to the LWDA via the LWDA's website, using the appropriate intake form. Attached as Exhibit 5 is a true and correct copy of the LWDA confirmation of Receipt.

I declare under the penalty of perjury under the laws of the State of California the foregoing is true and correct and this declaration is executed October 12, 2026, in San Diego, California.

Jeff Geraci

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Kristian Dodson ("Plaintiff") and Defendants La Mirada Post Acute LLC, Sun Mar Rehabilitation Services, LLC, and Sun Mar Management Services (collectively "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or separately as "Party."

1. DEFINITIONS

1.1. "Action" means Plaintiff's lawsuit alleging wage and hour violations for penalties pursuant to the Private Attorney General Act ("PAGA"), Labor Code §§ 2698 et seq., against Defendants captioned *Kristian Dodson v. La Mirada Post Acute LLC, et al.*, initiated on May 1, 2024, and pending in the Superior Court of the State of California, County of Los Angeles, Case No: 24STCV11019.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Approval of the Settlement.

1.4. "Aggrieved Employees" means all current and former non-exempt California patient care employees, including nurses (RN, LVN, CNA, RNA) and therapists (PT, OTR, COTA, PT Aid), employed by Defendants in California at any time during the PAGA Period who suffered one or more of the alleged violations.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession, including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Approval" or "Approval Order" means the Court's Order Granting Approval of PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of Los Angeles.

1.9. "Defendants" means Defendants La Mirada Post Acute LLC; Sun Mar Rehabilitation Services, LLC; and Sun Mar Management Services.

1.10. "Defense Counsel" means O'Hagan Meyer, LLP, including Megan Childress and Elizabeth Martin.

1.11. "Effective Date" means the date by when the following have occurred: (a) the Settlement Agreement has been executed by Plaintiff and Defendants and (b) the Court has granted approval to the Settlement.

1.12. "Enhancement Payment" means the amount to be paid to Plaintiff in recognition of her efforts and work in prosecuting the Action on behalf of Aggrieved Employees and the State of California, and for her general release of claims, including a general release under Civil Code section 1542, against the Released Parties. Subject to the Court granting Approval of this Settlement Agreement, Plaintiff will request Court approval of an Enhancement Payment of up to Ten Thousand Dollars and Zero Cents ($10,000.00), to be paid out of the Gross Settlement Amount. Plaintiff will remain entitled to her Individual PAGA Payment in addition to the Enhancement Payment.

1.13. "Gross Settlement Amount" means Two Hundred Twenty-Five Thousand Dollars and Zero Cents ($225,000.00) which is the total amount La Mirada Post Acute LLC agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payment, and the Administrator's Expenses.

1.14. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.

1.15. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.16. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.17. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.18. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Enhancement Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid as PAGA Penalties.

1.19. "Operative Complaint" means the Second Amended Private Attorneys General Act Representative Action Complaint, filed on September 5, 2024, Case No. 24STCV11019.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

1.21. "PAGA Counsel" means Cohelan Khoury & Singer (Michael D. Singer and Jeff Geraci) and Hekmat Law Group, P.C. (Joseph M. Hekmat), the attorneys representing Plaintiff in the Action.

1.22. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amount allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.23. "PAGA Notice" means Plaintiff's May 1, 2024, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.24. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.25. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of the PAGA claims.

1.26. "PAGA Period" means the period of May 5, 2023, through June 25, 2026.

1.27. "Plaintiff" means Kristian Dodson, the named Plaintiff in the Action.

1.28. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.

1.29. "Released Parties" means: Defendants and any of their respective past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, DBA's, affiliates, divisions, third-party agencies, and other related entities, as well as each of its or their past, present, and future officers, directors, employees, partners, members, shareholders, agents, attorneys, insurers, reinsurers, principals, trustees, owners, managers, administrators, and any individual or entity which could be jointly liable with Defendants.

1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On May 1, 2024, Plaintiff commenced this Action by filing a Complaint alleging class claims against Defendants for wage-and-hour violations, and on the same date gave written notice to Defendants and the LWDA pursuant to Labor Code section 2699.3, subdivision (a).

2.2. On July 9, 2024, Plaintiff filed a First Amended Complaint adding PAGA representative claims for civil penalties, while continuing to plead class and UCL claims.

2.3. On September 5, 2024, Plaintiff filed the Second Amended Complaint (the Operative Complaint), dismissing the class and UCL claims and proceeding solely as a PAGA representative action asserting the following five causes of action for civil penalties under PAGA for:(1) unpaid wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate itemized wage statements; and (5) failure to timely pay final wages.

2.4. Defendants deny the allegations in Plaintiff's Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.5. On June 25, 2026, Plaintiff and Defendants participated in a mediation before Allison Eckstrom of Signature Resolution. The Parties did not reach agreement during the mediation itself; the mediator thereafter presented a mediator's proposal, which both Parties accepted. The Parties thereby agreed to the material terms of a representative PAGA settlement.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery, time records, pay records, and other information relating to the size and scope of the Aggrieved Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

3. MONETARY TERMS

3.1. Gross Settlement Amount. La Mirada Post Acute LLC promises to pay Two Hundred Twenty-Five Thousand Dollars and Zero Cents ($225,000.00) and no more as the Gross Settlement Amount. La Mirada Post Acute LLC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to La Mirada Post Acute LLC.

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

3.2.1. To Plaintiff: An Enhancement Payment of Ten Thousand Dollars and Zero Cents ($10,000.00), subject to approval by the Court, for Plaintiff's efforts in prosecuting the Action and for her general release of all claims. The Enhancement Payment will be in addition to Plaintiff's Individual PAGA Payment. Defendants will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount. The Administrator will report Plaintiff's Enhancement Payment on an IRS Form 1099. If the Court approves an Enhancement Payment less than the amount requested, the Administrator will allocate the remainder to the PAGA Penalties.

3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (33.333%) of the Gross Settlement Amount. Defendants will not oppose requests for these payments provided that the requests do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for an application or motion for

PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other attorneys arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using an IRS 1099 Form. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Five Thousand Five Hundred Dollars and Zero Cents ($5,500.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Five Thousand Five Hundred Dollars and Zero Cents ($5,500.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: 75% of PAGA Penalties shall be allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.4.2. If the Court approves PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data: Not later than 14 days after the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform

under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount: La Mirada Post Acute LLC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

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

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

4.3.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 5 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced if requested by the Aggrieved Employee prior to the void date.

4.3.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to to the designated non-profit cy pres recipient, the State Bar Justice Gap Fund, a charitable fund managed by the State Bar of California to provide free civil legal services to low-income Californians.

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

5. RELEASE OF CLAIMS. Effective on the date when La Mirada Post Acute LLC fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release: Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and Plaintiff's PAGA Notice (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with Plaintiff's employment with Defendants, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date Plaintiff executed this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and the Portal to Portal Act, 29 U.S.C. § 251 et seq.; all claims for retaliation, wrongful termination of employment, failure to provide meal period breaks, failure to provide overtime and minimum wages; failure to provide rest breaks, failure to pay all wages upon termination, failure to provide accurate itemized statements, civil penalties under PAGA, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq.; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wages, penalties and/or benefits; and (5) all claims for attorneys' fees and costs ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at

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

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

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

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in Plaintiff's May 1, 2024 LWDA notice and the Operative Complaint that are alleged to have occurred during the PAGA Period; namely: (1) failure to pay all wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate itemized wage statements; and (5) failure to timely pay final wages.

6. MOTION FOR APPROVAL OF SETTLEMENT. Plaintiff will prepare and file a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities: PAGA Counsel is responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel will provide a draft of the proposed Judgment to Defense Counsel at least three days before filing the motion for approval of this Settlement. PAGA Counsel is responsible for delivering evidence of the Court's Approval to the Administrator and the LWDA.

6.2. Duty to Cooperate: If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If the Court ultimately denies approval of the Agreement, or if the Court's approval is reversed on appellate review, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator: The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund: The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties: The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records Defendants represent there are 10,687 pay periods applicable to Aggrieved Employees during the PAGA Period. If the actual number of pay periods is more than five percent (5%) greater than 10,687 (i.e., more than 11,221 pay periods), then, at Defendants' option, either (a) the GSA shall be increased in proportion to the increase in pay periods above 5% (e.g., if the number of pay periods is 7.0% greater than 10,687, the GSA will be increased by 2.0%), with La Mirada Post Acute LLC solely responsible for any increased amount in the GSA; or (b) the PAGA Period shall end on the date the cumulative number of pay periods worked by Aggrieved Employees equals 11,221. Defendants shall provide Plaintiff with the final number of pay periods and shall notify Plaintiff of its election if the escalator is triggered, prior to the filing of the motion for approval of the PAGA Settlement.

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

9.1 Waiver of Right to Appeal: Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment reflected as set forth in this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, and the right

to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes: This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement)

10.2 Integrated Agreement: Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization: PAGA Counsel and Defense Counsel warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation: The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments: The Parties represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice: Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement: This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors: This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting: The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality: To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data: Information provided to PAGA Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, settlement negotiations, or in connection with the Settlement are and remain the sole property of Defendants and may be used only with respect to this Settlement, and for no other purpose, and furthermore may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and the Administrator shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

10.15 Notice: All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

10.16 Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Severability: If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

10.18 Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330(a), the time within which the Action must be brought to trial shall be extended by that period of time from the date of execution of this Agreement to the date on which the Court enters Judgment or the date on which the Court enters an order declining to grant approval of this Agreement, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.310.

Dated: 9/10/2026, 2026

KRISTIAN DODSON

DocuSigned by:
Kristian Dodson
0B52C6DF5475421...

Dated: _____, 2026

LA MIRADA POST ACUTE LLC

By: _____

Name: _____

Title: _____

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

10.15 Notice: All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

10.16 Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Severability: If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

10.18 Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330(a), the time within which the Action must be brought to trial shall be extended by that period of time from the date of execution of this Agreement to the date on which the Court enters Judgment or the date on which the Court enters an order declining to grant approval of this Agreement, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.310.

Dated: _____, 2026

KRISTIAN DODSON

_____

Dated: 08/09/2026, 2026

LA MIRADA POST ACUTE LLC

By: Kegan Andres
Kegan Andres (Sep 8, 2026 12:32:20 PDT)

Name: Kegan Andres

Title: Administrator

Dated: _____, 2026

SUN MAR REHABILITATION SERVICES, LLC

By: _____

Name: Frank Johnson

Title: CEO

Dated: _____, 2026

SUN MAR MANAGEMENT SERVICES

By: _____

Name: _____

Title: _____

Approved as to form only:

Dated: _____, 2026

COHELAN KHOURY & SINGER

_____

JEFF GERACI
Attorney for Plaintiff KRISTIAN DODSON

Dated: _____, 2026

HEKMAT LAW GROUP, P.C.

_____

JOSEPH M. HEKMAT
Attorney for Plaintiff KRISTIAN DODSON

Dated: _____, 2026

O'HAGAN MEYER, LLP

_____

MEGAN CHILDRESS
ELIZABETH MARTIN
Attorneys for Defendants LA MIRADA POST ACUTE LLC, SUN MAR REHABILITATION SERVICES, LLC, AND SUN MAR MANAGEMENT SERVICES

Dated: _____, 2026

SUN MAR REHABILITATION SERVICES, LLC

By: _____

Name: _____

Title: _____

Dated: 09/09/2026, 2026

SUN MAR MANAGEMENT SERVICES

By: John Bowen
John Bowen (Sep 9, 2026 09:22:19 PDT)

Name: John Bowen

Title: Senior Vice President of Operatior

Approved as to form only:

Dated: _____, 2026

COHELAN KHOURY & SINGER

_____
JEFF GERACI
Attorney for Plaintiff KRISTIAN DODSON

Dated: _____, 2026

HEKMAT LAW GROUP, P.C.

_____
JOSEPH M. HEKMAT
Attorney for Plaintiff KRISTIAN DODSON

Dated: September 22, 2026

O'HAGAN MEYER, LLP

_____
MEGAN CHILDRESS
ELIZABETH MARTIN
Attorneys for Defendants LA MIRADA POST ACUTE LLC, SUN MAR REHABILITATION SERVICES, LLC, AND SUN MAR MANAGEMENT SERVICES

Dated: _____, 2026

SUN MAR REHABILITATION SERVICES, LLC

By: _____

Name: _____

Title: _____

Dated: _____, 2026

SUN MAR MANAGEMENT SERVICES

By: _____

Name: _____

Title: _____

Approved as to form only:

Dated: 9/10, 2026

COHELAN KHOURY & SINGER

_____

JEFF GERACI
Attorney for Plaintiff KRISTIAN DODSON

Dated: 9/28/2026, 2026

HEKMAT LAW GROUP, P.C.

DocuSigned by:
Joseph Hekmat
3278033D149C4C5...

JOSEPH M. HEKMAT
Attorney for Plaintiff KRISTIAN DODSON

Dated: _____, 2026

O'HAGAN MEYER, LLP

_____

MEGAN CHILDRESS
ELIZABETH MARTIN
Attorneys for Defendants LA MIRADA POST ACUTE LLC, SUN MAR REHABILITATION SERVICES, LLC, AND SUN MAR MANAGEMENT SERVICES

EXHIBIT 2

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

ATTORNEYS AT LAW

605 "C" STREET, SUITE 200
SAN DIEGO, CALIFORNIA 92101-5305
Telephone: (619) 595-3001
Facsimile: (619) 595-3000
www.ckslaw.com

JEFF GERACI
MARTA MANUS
MAGGIE K. REALIN
ROSEMARY C. KHOURY

May 1, 2024

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE SECTIONS 2698, *et seq*.

NOTICE VIA ONLINE SUBMISSION
California Labor and Workforce Development Agency
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

Via Certified U.S. Mail with Return Receipt

La Mirada Post Acute LLC
3050 Saturn Street, Ste. 201
Brea, CA 92821

La Mirada Post Acute LLC
c/o David Johnson
3050 Saturn Street, Ste. 201
Brea, CA 92821

Sun Mar Rehabilitation Services, LLC
3050 Saturn Street, Ste. 201
Brea, CA 92821

Sun Mar Rehabilitation Services, LLC
c/o Frank Johnson
3050 Saturn Street, Ste. 201
Brea, CA 92821

Sun Mar Management Services
3050 Saturn Street, Ste. 201
Brea, CA 92821

Sun Mar Management Services
c/o Adrian Dehghanmanesh
3050 Saturn Street, Ste. 201
Brea, CA 92821

Re: Notice by Kristian Dodson, on behalf of herself and all similarly-aggrieved California employees of La Mirada Post Acute LLC, Sun Mar Rehabilitation Services, LLC, Sun Mar Management Services, as an individual and proposed Representative of the State of California

Dear PAGA Administrator:

Kristian Dodson, ("Claimant"), intends to bring an action against La Mirada Post Acute LLC, Sun Mar Rehabilitation Services, LLC, Sun Mar Management Services, ("Employers"), individually and on behalf of all other similarly aggrieved employees pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code §§ 2698, et seq. For this notice, "aggrieved employees" means all non-exempt patient care employees, including nurses (RN, LVN, CNA, RNA), therapists (PT, OTR, COTA, PT Aid) by Employers in California who were subject to the policies and practices described below.

Factual Statement

Claimant worked for Employers in California from approximately August 2023 through December 2023 as an LVN Charge Nurse.

Claimant and aggrieved employees regularly worked when not clocked-in, including when interrupted during meal periods to respond to management questions or patient needs, and after clocking out at the end of their shifts to respond to management questions and ensure daily charting was completed, including charting medications administered.

Due to required patient schedules, and limited staffing, meal and rest breaks of Claimant and aggrieved employees were regularly missed, late, short, or interrupted. The nature of the work, staffing levels, and patient needs required Claimant and aggrieved employees to remain on the premises during rest breaks and they understood they were to remain on the premises.

Because Claimant and aggrieved employees were not paid for all time worked, wage statements issued did not display the number of hours worked at each rate, or the correct hourly rate in each pay period. The failure to pay for all wages, including all rest and meal period premiums, also caused Claimant and aggrieved employees to not receive all final pay upon termination in a timely manner.

Labor Code §§ 510 and 1194 (Minimum, Regular, and Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay at least minimum wage for all hours worked, overtime wages for hours worked over eight per day or forty per week, and double time wages for hours over twelve per day.

Because of Employers' policies and practices, Claimant and other aggrieved employees were not paid for all hours worked.

Labor Code §§ 512 and 226.7 (Meal and Rest Periods and Premium Wages)

Employers must provide employees a 30-minute, uninterrupted meal period "after no more than five hours of work," and "a second meal period after no more than 10 hours work." *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1049 (2012). If meal breaks are late, missed, or short, the employer is liable for an hour of pay at the employee's regular rate ("premium wages"). Labor Code § 226.7. Employers must authorize and permit a 10-minute, uninterrupted rest period for every 4 hours, or major fraction thereof, that an employee works; if the rest period is too short, interrupted, or not authorized or permitted, the employer is liable for an hour of pay at the employee's regular rate ("premium wages"). Labor Code § 226.7.

Because of Employers' policies and practices, Claimant and other aggrieved employees did not receive compliant meal and rest periods. Premium wages were paid for some, but not all, non-compliant breaks.

Labor Code § 226 (Wage Statements)

California employers are required to provide itemized wage statements showing, among other things, "gross wages earned," and "the corresponding number of hours worked at each hourly rate by the employee." Labor Code §§ 226(a)(1)(9).

Employers had a policy and practice to provide wage statements that did not show all gross wages earned and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §§ 201-203 (Final Wages)

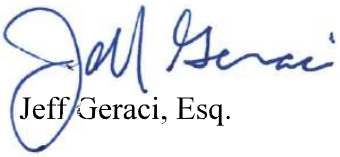
An employer must pay all wages due to involuntarily terminated employees at the time of termination, or within 72 hours to employees voluntarily terminating. Labor Code § 201. If an employer willfully fails to timely pay all final wages, the wages continue at the same rate for up to 30 days, until paid.

As a result of its failure to pay all wages earned described above, Employers failed to pay all final wages due to Claimant and other aggrieved employees and violated Sections 201-203. Independent of that failure, Employers had a policy not to timely pay final wages at the time of termination, or within 72 hours, but instead to pay them at the next regular pay period.

Conclusion

Claimant requests the Labor and Workforce Development Agency ("LWDA") initiate enforcement for the violations described above against Employers. If the LWDA does not pursue enforcement, Claimant will pursue claims for statutory penalties and seek all remedies available for Employers' violations of the Labor Code and applicable Industrial Welfare Commission Wage Order, including all available penalties set forth in Labor Code section 2699(f).

Very truly yours,
COHELAN KHOURY & SINGER



Jeff Geraci, Esq.

cc (via email only):
Joseph M. Hekmat, Esq.: jhekmat@hekmatlaw.com

EXHIBIT 3

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: PAGA Settlement Payment from *Dodson v. La Mirada Post Acute LLC, et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Kristian Dodson and ("Plaintiff"), on behalf of the State of California, and Defendants La Mirada Post Acute LLC, Sun Mar Rehabilitation Services, LLC, and Sun Mar Management Services ("La Mirada" or "Defendants"). *Dodson v. La Mirada Post Acute LLC, et al.* (Los Angeles County Superior Court, Case No. 24STCV11019 (the "Action"). The claims asserted in the Action were claims pursuant to the California Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq*. ("PAGA").

The PAGA claims were brought on behalf of the State of California and all La Mirada's California-based non-exempt patient care employees, including nurses and therapists who worked at any time from May 5, 2025 to June 25, 2026 ("Aggrieved Employees"). The Action alleged Defendants owed PAGA civil penalties for failure to provide: all meal breaks and rest breaks, or compensation in lieu of those breaks; all minimum and overtime wages; accurate employee wage statements; all wages due at separation of employment. La Mirada denies it violated the California Labor Code or any other laws.

The Parties agreed to settle this matter, and the Court approved the amount of the civil penalties. A majority of the civil penalty settlement amount (75%) is required to go to the State of California's Labor and Workforce Development Agency ("LWDA"), while a smaller portion (25%) is allocated to Aggrieved Employees based on the number of pay periods each worked from May 5, 2023 to June 25, 2026.

The settlement is not an admission of wrongdoing by La Mirada or an indication that any law was violated. The Court did rule on the merits of the claim, and by approving the settlement, the Court is not suggesting which side would win or lose if this case went to trial.

The enclosed check is your share of the settlement, based on the number of pay periods you worked in the relevant time period. This amount represents penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. After that date, you cannot cash the check and it will be void. Funds attributable to the uncashed checks will be sent to the State Bar Justice Gap Fund, a charitable fund managed by the State Bar of California to provide free civil legal services to low-income Californians.

This settlement releases all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notices filed with the LWDA in support of the Action. You cannot exclude yourself from this settlement.

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

Sincerely,

[Administrator]

EXHIBIT 4

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States

EXHIBIT 5