

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
S. Phillip Song (SBN 326572)
Vasil Oswald (SBN 357490)
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
kmoon@moonlawgroup.com
afeghali@moonlawgroup.com
psong@moonlawgroup.com
boswald@moonlawgroup.com

Attorneys for Plaintiff Maria Moncada Rosillo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

MARIA ISALIA MONCADA ROSILLO,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

ANTIOCH DUNES HEALTHCARE, LLC,
a limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: C24-01654

*[Assigned for all purposes to the Hon.
Charles S. Treat, Department 39]*

CLASS ACTION

**DECLARATION OF KANE MOON IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

[Notice of Motion and Motion for Preliminary
Approval; and [Proposed] Order filed
concurrently herewith]

Hearing Date:

Hearing Time:

Hearing Place: Department 39

Complaint Filed: June 25, 2024

FAC Filed: August 27, 2024

Trial Date: None Set

DECLARATION OF KANE MOON

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I, **KANE MOON**, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California. I am the attorney of record for Plaintiff Maria Moncada Rosillo (“Plaintiff”) and the Class in the instant action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

2. In 2010, I co-founded Moon & Yang, APC, now Moon Law Group, PC. I have been selected to Super Lawyers for 2020-2024.

3. In 2006, I graduated from Loyola Marymount Law School with a Juris Doctor degree. In 1998, I obtained a Bachelor of Arts degree in History from the University of California, Los Angeles.

4. For the past decade, I have built my practice to have an emphasis on employment and related civil litigation cases. In fact, my practice is focused almost exclusively on advocating for the rights of employees in wage-and-hour litigation through class and representative actions. Indeed, Moon Law Group, PC is presently class counsel for dozens of other putative wage-and-hour class and representative action lawsuits pending in various state and federal jurisdictions throughout California.

5. As demonstrated below, my office is qualified to handle this litigation because we are experienced in litigating Labor Code and Wage Order violations in individual, class, and representative actions. The attorneys at my office have been appointed as lead or co-lead counsel in numerous wage and hour class and/or PAGA actions in state and federal courts by way of motion for settlement approval. Including myself, Moon Law Group, PC is comprised of thirty attorneys, all of whom are actively and continuously practicing employment litigation, representing almost entirely employee-plaintiffs, in both individual and class and/or PAGA actions, in this Superior Court and other Superior Courts throughout the State, in the Courts of Appeal, and in various federal courts. The attorneys at my firm have a high level of knowledge and experience in areas of wage and hour class and PAGA actions, and labor and employment law generally.

1 6. Moon Law Group, PC has been engaged in the practice of employment and labor
2 law for over a decade, and presently focuses exclusively on plaintiffs' employment law. The firm
3 and its lawyers have tried both bench and jury trials (representing both plaintiffs and defendants)
4 relating to employment matters. As noted below, Moon Law Group, PC has been appointed lead
5 or co-lead class counsel in federal and state courts in California. Also, the firm and its lawyers
6 have successfully settled hundreds of cases during that time, including wage and hour class and/or
7 PAGA actions.

8 7. Our combined experience is invaluable in assessing the reasonableness of
9 settlements such as the one at issue here. From this experience, our firm, as Class Counsel,
10 concluded that this lawsuit could not have been settled on better terms than provided under the
11 present Settlement.

12 8. To my knowledge, I do not have any conflicts of interest with Plaintiff, other Class
13 Members, or the proposed Administrator, and I am not related to Plaintiff. I respectfully submit
14 that the attorneys of Moon Law Group, PC, myself included, are well suited to act as Class Counsel
15 in this action, and we have, and will continue to, vigorously represent the interests of the Class.
16 We respectfully request to be appointed as Class Counsel, for settlement purposes.

17 **EXAMPLES OF CLASS ACTION RESULTS**

18 9. Moon Law Group, PC has successfully settled hundreds of wage-and-hour cases;
19 tried both bench and jury trials in employment-related matters, representing both plaintiffs and
20 defendants; and been appointed lead or co-lead class counsel in numerous federal and state courts
21 in California. The following is a list of some of our recent class action settlements that have
22 received preliminary and final approval: *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D.
23 Cal. Dec. 20, 2018) No. CV 17-6433 JVS (JCGx), 2018 WL 6616659 (class size approx. 2,650;
24 lead counsel) (In approving my \$650 hourly rate, the Court found: "Class Counsel's declarations
25 show that the attorneys are experienced and successful litigators." *Id.* at *10. Other courts have
26 approved the attorneys' current rates for the Moon Law Group, PC attorneys. *Id.*); *Sison v. Cha*
27 *Hollywood Medical Center, L.P.*, LASC BC6441 29 (class size approx. 2,100; co-counsel); *Jones*
28 *v. Fitness Alliance, LLC*, Riverside Superior Court PSC1404079 (class size approx. 1,000; lead

counsel); *Gomez v. H Mart Companies, Inc.*, LASC BC671525 (class size approx. 2,500; co-counsel); *Montoya v. Golden 1 Credit Union*, Sacramento Superior Court 34-2018-00228252 (class size approx. 1,900; lead counsel); *Campa v. Bloomingdeals, Inc.*, LASC BC700366 (class size approx. 1,500; lead counsel); *Black v. Mission Healthcare Services, Inc.*, LASC 19STCV04602 (class size approx. 1,000; lead counsel); *Onofre v. Caitac Garment Processing, Inc.*, LASC BC702283 (class size approx. 750; lead counsel); *Martinez v. Bail Hotline Bail Bonds, Inc.*, LASC BC700131 (class size approx. 173; lead counsel); *Jones v. Citiguard, Inc.*, LASC BC664890 (class size approx. 587; lead counsel); *Slaughter v. ACA Security Stems, LP*, LASC BC699137 (class size approx. 300; lead counsel); *Taylor v. Sherman's Delicatessen & Bakery, LLC*, LASC BC722765 (class size approx. 515; lead counsel); *Vertti v. Bagcraft Papercon III, LLC*, LASC 19STCV12729 (class size approx. 260; lead counsel); *Rodriguez v. Rossmoyne, Inc.*, LASC BC699137 (class size approx. 220; lead counsel); *Vargas v. AMS Paving, Inc.*, LASC BC722767 (case size approx. 260; lead counsel); *Garcia v. Comfy U.S.A. Apparel, Inc.*, LASC BC709630 (class size approx. 210; lead counsel); *Lagos v. ThyssenKrupp Elevator Corporation*, LASC BC682972 (\$750,000 for 79 Class Members; lead counsel); *Aparicio v. Lineage Logistics, LLC*, LASC BC722764 (class size approx. 155; lead counsel).

10. S. Phillip Song is a Senior Attorney at my office. He received his undergraduate degree in 2006 from the University of Houston, graduating cum laude with a Communications B.A. and minor in Accounting. Mr. Song earned his Juris Doctor degree in 2011 from the University of Houston Law Center. Mr. Song has been admitted to practice law since 2013 (Texas). Mr. Song is presently admitted to practice in all state courts of California (admitted in 2019), and before all federal district courts in California. The focus of Mr. Song's practice is currently on class actions, wage-and-hour law, and employment law. Mr. Song has worked on numerous class action cases and representative actions that have been granted final approval, including *Paez et al. v. C&R Restaurant Group, LP*, Kern County Superior Court, Case No. BCV-18-103181-SDS; *Baker v. Central Coast Home Health, Inc.*, San Luis Obispo County Superior Court, Case No. 17CV-0219; *Martinez v. Community Playgrounds, Inc.*, Solano County Superior Court, Case No. FCS53879; *Duval v. Pacific States Petroleum, Inc.*, Sacramento County Superior Court, Case No.

34-2018-00231934; *Flores v. Wilmar Oils & Fats (Stockton)*, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0012758; *Garcia v. Continental Intermodal Group LP dba CIG Logistics*, Kern County Superior Court, Case No. BCV-19-102776; *Tourchette adv. Finelite, Inc.*, Alameda County Superior Court, Case No. RG19022885; *Touch v. Presidio Components, Inc.*, Kern County Superior Court, Case No. BCV-20-101005; *Johnston v. Environmental Logistics, Inc.*, Kern County Superior Court, Case No. BCV-18-100865-DRL; *Lewis v. Environmental Waste Minimization, Inc.*, Kern County Superior Court, Case No. BCV-19-102248-SDS; *Priess v. Fiore Management LLC dba CannDESCENT*, Kern County Superior Court, Case No. BCV-20-100930; *Alcantar v. Bay Equity LLC*, Marin County Superior Court, Case No. CIV1903376; *Spier v. Gibbs International, Inc.*, Kern County Superior Court, Case No. BCV-19-101774-DRL; *Borghi v. Goldco Direct LLC dba Goldco Precious Metals*, Ventura County Superior Court, Case No. 56-2019-00533053-CU-OE-VTA; *Williams v. Aetna, Inc., et al.*, Alameda County Superior Court, Case No. RG19004083; *Singh v. Ryzen*, Alameda County Superior Court, Case No. RG19039158; *Hoshaw v. Sutherland Healthcare*, Los Angeles County Superior Court, Case No. 19STCV33165; *Hart v. Zazzle, Inc.*, San Mateo County Superior Court, Case No. 20-CIV-01321; *Stacy v. Branded Group, Inc.* Kern County Superior Court, Case No. BCV-21- 100443-BCB; *Angeles v. iKrusher, Inc.*, Los Angeles County Superior Court, Case No. MSC20-01312; *Zuniga v. Central Valley Concrete, Inc.*, Merced County Superior Court, Case No. 20CV-00490; *Gomez v. IHI Power Services Corp.*, Merced County Superior Court, Case No. 20CV-02657; *Martinez v. N.A.F.T.A Distributors*, San Bernardino County Superior Court, Case No. CIVDS1938970; *Bandril v. Plastikon Industries*, Alameda County Superior Court, Case No. RG19038227; *Williams v. National Construction Rentals, Inc.*, Alameda County Superior Court, Case No. RG20075904; *Pho v. Kruger Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2020-0002099; *Collins v. Mobile Medical Examination Services, LLC dba MEDXM*, Orange County Superior Court, Case No. 30-2020-01130693-CU-OE-CXC; *McNeil v. Kik International, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVDS1915438 (Consolidated with Case No. CIVDS2023661); *Weber v. Sunrise Medical (US) LLC*, Merced County Superior Court, Case No. 20CV-01461 (Consolidated with Case No. 20CV-01707); *Flores*

1 *v. Rivermaid Trading Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-
2 2020-0008623; *Guzman v. Bentley Mills, Inc.*, Los Angeles County Superior Court, Case No.
3 20PSCV00789; and *Ferrara v. South Coast Winery, Inc.*, Riverside County Superior Court, Case
4 No. CVRI2101920 (Consolidated with Case Nos. CVRI2102449 and MCC2001498). Mr. Song is
5 currently handling multiple class action and PAGA matters. Mr. Song's current billing rate is
6 \$650.00.

7 11. This case involves all individuals who have previously been or currently are
8 employed by Defendant Antioch Dunes Healthcare, LLC ("Defendant") as an hourly, non-exempt
9 employee within the State of California during the time period from, and including, June 25, 2020
10 to June 11, 2025 ("Class" and "Class Period"). There were 160 Class members who did not sign
11 arbitration agreements. Agreement ¶ 4.1.

12 12. On June 25, 2024, Plaintiff, a former employee of Defendant, filed a wage-and-
13 hour class action lawsuit in the Superior Court of California, County of Contra Costa. The lawsuit
14 alleged the following causes of action: (a) failure to pay minimum wages [Cal. Lab. Code §§ 204,
15 1194, 1194.2, and 1197]; (b) failure to pay overtime compensation [Cal. Lab. Code §§ 1194 and
16 1198]; (c) failure to provide meal periods [Cal. Lab. Code §§ 226.7, 512]; (d) failure to authorize
17 and permit rest breaks [Cal. Lab. Code §§ 226.7]; (e) failure to indemnify necessary business
18 expenses [Cal. Lab. Code § 2802]; (f) failure to timely pay final wages at termination [Cal. Lab.
19 Code §§ 201-203]; (g) failure to provide accurate itemized wage statements [Cal. Lab. Code §
20 226]; and (h) unfair business practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On August 27,
21 2024, Plaintiff amended her Complaint, adding a cause of action for civil penalties pursuant to the
22 Private Attorneys General Act ("PAGA") [Cal. Lab. Code § 2699, et seq.]. The PAGA Period runs
23 from June 22, 2023 through June 11, 2025.

24 13. The Parties attended a full day mediation with Mediator Steve Rottman on March
25 11, 2025. After exchanging data, including all relevant handbooks and policies throughout the
26 class period, a 24.5% sampling of the timekeeping and corresponding payroll records, and class
27 statistics, the Parties negotiated and agreed to the basic terms of the settlement. A significant factor
28 in settlement negotiations was an arbitration agreement that Defendant produced at mediation. The

1 settlement terms are now memorialized in the Class Action and PAGA Settlement Agreement and
2 Class Notice (“Settlement Agreement,” “Settlement,” or “Agreement”), which the Parties now
3 seek Preliminary Approval of. Attached hereto as **Exhibit 1** is a true and correct copy of the fully
4 executed Agreement.

5 14. Defendant generally and specifically denies any and all liability or wrongdoing of
6 any sort with regard to any of the claims alleged. Defendant makes no concessions or admissions
7 of liability of any sort and contends for any purpose other than settlement and asserts that this
8 matter is not appropriate for class treatment and/or is unmanageable as to PAGA. Defendant also
9 asserts several defenses to the claims and has denied any wrongdoing or liability arising out of any
10 of the alleged facts or conduct in this matter.

11 15. The Parties conducted significant investigation and discovery of the facts and law
12 both before and after this case was filed. The Parties met and conferred and agreed to attend
13 mediation. The Parties agreed to engage in an informal exchange of information in advance of
14 mediation. Specifically, Defendant produced documents relating to its policies, practices, and
15 procedures regarding the job duties of hourly non-exempt employees, reimbursement of business
16 expenses, time punch records for non-exempt employees evidencing all hours worked, meal and
17 rest break policies, and payroll records for the putative class. As part of Defendant’s production,
18 Plaintiff also reviewed a twenty-four-point-five percent (24.5%) sampling of time records and pay
19 records, and information relating to the size and scope of the Class, as well as data permitting
20 Plaintiff to understand the number of workweeks in the Class Period.

21 16. The Parties agree that the above-described investigation and evaluation, as well as
22 the information exchanged during the settlement negotiations, are more than sufficient to assess
23 the merits of the Parties’ positions and to compromise the issues on a fair and equitable basis.

24 17. First, Plaintiff alleges – and Defendant denies – Defendant failed to compensate
25 employees for all hours worked, including overtime wages. Firstly, employees were required to
26 undergo temperature checks when starting work and occasionally had to perform so-called “shift
27 handoffs” after clocking out, both forms of uncompensated off-the-clock work. Moreover,
28 employees also received non-discretionary bonuses and other remuneration on the form of shift

1 differentials for early or late hours. This remuneration was a form of wages and should have been
2 incorporated into meal premiums and overtime, but Defendant failed to incorporate it when
3 calculating the correct overtime rate of pay, premium wages, and sick pay, leading to
4 underpayment to employees.

5 18. Plaintiff contends – and Defendant denies – Defendant failed to provide employees
6 with legally mandated rest breaks. Specifically, Defendant lacked adequate policies or practices
7 permitting or authorizing rest periods, nor did it have adequate policies or practices regarding the
8 timing of rest periods. Defendant also did not maintain accurate rest break records and cannot
9 demonstrate whether employees actually took rest breaks. Moreover, Defendant allegedly did not
10 have a policy or practice of consistently and properly paying premium wages for noncompliant
11 rest breaks to its employees.

12 19. Plaintiff also asserts – and Defendant denies – Defendant failed to provide
13 employees with legally mandated meal breaks. Meal breaks were often short, interrupted, or late
14 due to the nature of the work, and Plaintiff was often ordered to clock out for her meal break but
15 required to work right through it. Defendant also did not provide second meal breaks to employees
16 who worked ten (10) hours or more. Defendant also did not have a policy or practice of consistently
17 and properly paying employees premium wages as compensation for missed breaks.

18 20. Additionally, Plaintiff asserts – and Defendant denies – Defendant failed to
19 reimburse employees for any business expenses, including scrubs, slip-resistant shoes, and the use
20 of their own personal cell phones for work purposes.

21 21. Moreover, Plaintiff alleges – and Defendant denies – Defendant is liable for wage
22 statement penalties. Defendant allegedly issued wage statements in violation of Labor Code
23 section 226(a) because of the underlying violations discussed above. Specifically, Defendant
24 allegedly failed to properly pay premium wages and compensate employees for all hours worked,
25 resulting in Defendant issuing noncompliant wage statements. Even if Defendant asserts its
26 violation of section 226(a) is trivial, California courts have held strict compliance of section 226(a)
27 is what is intended. In other words, Defendant failed to strictly comply.

1 22. Finally, Plaintiff contends – and Defendant denies – Defendant is liable for waiting
2 time penalties. Specifically, Defendant’s employees are entitled to back underpaid minimum and
3 overtime, as well as missed meal and rest break premium wages, thereby triggering waiting time
4 penalties under Labor Code section 203. Thus, Defendant owes overtime wages and compensation
5 for missed meal and rest breaks, as a matter of fact and law. But Defendant intentionally failed or
6 refused to perform an act, which was required to be done, constituting “willful” conduct and
7 justifying “waiting-time” penalties under section 203 to its former employees.

8 23. During the mediation with Steve Rottman on March 11, 2025, the Parties discussed
9 the risks of continued litigation as well as the risks of certification and risks on the merits of the
10 claims versus the benefits of settlement. Through mediation, the Parties reached a settlement, the
11 terms of which were memorialized in the Settlement Agreement.

12 24. The Parties agreed (contingent upon the Court’s approval) this action be settled and
13 compromised for the maximum sum of \$300,000.00 (“Gross Settlement Amount”) which includes:
14 (a) Class Counsel Fees Payment of \$100,000.00 (1/3 of the Gross Settlement Amount); (b) Class
15 Counsel Litigation Expenses Payment not to exceed \$25,000.00 for reimbursement of litigation
16 costs and expenses; (c) Class Representative Service Payment to Plaintiff not to exceed \$7,500.00;
17 (d) Administration Expenses Payment to ILYM Group, Inc., the Administrator, not to exceed
18 \$5,000.00; (e) PAGA Penalties of \$10,000.00, sixty-five percent (65%) of which (\$6,500.00) will
19 be paid to the LWDA and thirty-five percent (35%) of which (\$3,500.00) shall be paid to
20 Aggrieved Employees, on a pro rata basis; and (f) Defendant’s share of applicable payroll taxes.
21 Agreement ¶ 3.

22 25. After all Court-approved deductions from the Gross Settlement Amount, it is
23 estimated \$152,500.00 (“Net Settlement Amount”) will be available to be distributed to Class
24 Members who do not submit a timely and valid Request for Exclusion (“Participating Class
25 Members”) – with an *average* gross Individual Class Payment estimated at \$953.13¹. Each
26 Individual Class Payment will be calculated by (a) dividing the Net Settlement Amount by the
27 total number of Workweeks worked by all Participating Class Members during the Class Period
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¹ \$152,500/ 160 putative class members = \$953.13 Agreement 4.1.

1 and (b) multiplying the result by each Participating Class Member's Workweeks. Agreement 3.2.4.
2 Ten percent (10%) of each Participating Class Member's Individual Class Payment will be
3 allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax
4 withholding and will be reported on an IRS W-2 Form. The remaining ninety percent (90%) of
5 each Participating Class Member's Individual Class Payment will be allocated to settlement of
6 wage claims interest and penalties (the "Non-Wage Portion"). Agreement ¶ 3.2.4.1. The Non-
7 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
8 Participating Class Members assume full responsibility and liability for any employee taxes owed
9 on their Individual Class Payments.

10 26. Furthermore, the Administrator shall pay each eligible Aggrieved Employee
11 according to his or her proportional share, which will be based upon the total number of Pay
12 Periods he or she was employed during the PAGA Period. The Administrator will calculate each
13 Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of
14 PAGA Penalties (i.e., \$3,500.00) by the total number of PAGA Period Pay Periods worked by all
15 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
16 Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and
17 liability for any taxes owed on their Individual PAGA Payment. Agreement ¶ 3.2.5.1.

18 27. Not later than fifteen (15) days after the Court grants Preliminary Approval of the
19 Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form
20 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
21 must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
22 and for no other purpose, and restrict access to the Class Data to Administrator employees who
23 need access to the Class Data to effect and perform under the Agreement. Defendant has a
24 continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted
25 class member identifying information and to provide corrected or updated Class Data as soon as
26 reasonably feasible. Without any extension of the deadline by which Defendant must send the
27 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts,
28 in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class

1 Data. Agreement ¶ 4.2.

2 28. No later than three (3) business days after receipt of the Class Data, the
3 Administrator shall notify Class Counsel that the list has been received and state the number of
4 Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data. Agreement ¶
5 7.4.1.

6 29. Using best efforts to perform as soon as possible, and in no event later than fourteen
7 (14) days after receiving the Class Data, the Administrator will send to all Class Members
8 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
9 Notice substantially in the form attached to the Settlement Agreement as Exhibit A. The first page
10 of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment
11 and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of
12 Workweeks and PAGA Period Workweeks (if applicable) used to calculate these amounts. Before
13 mailing Class Notices, the Administrator shall update Class Member addresses using the National
14 Change of Address database. Agreement ¶ 7.4.2.

15 30. Not later than three (3) business days after the Administrator’s receipt of any Class
16 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
17 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
18 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
19 the most current address obtained. The Administrator has no obligation to make further attempts
20 to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a
21 second time. Agreement ¶ 7.4.3.

22 31. The deadlines for Class Members’ written objections, Challenges to Workweeks
23 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the
24 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.
25 The Administrator will inform the Class Member of the extended deadline with the re-mailed Class
26 Notice. Agreement ¶ 7.4.4.

27 32. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
28 must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not

1 later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for
2 Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
3 Member or his/her representative that reasonably communicates the Class Member's election to
4 be excluded from the Settlement and includes the Class Member's name, address and email address
5 or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or
6 postmarked by the Response Deadline. Agreement ¶ 7.5.1.

7 33. The Administrator may not reject a Request for Exclusion as invalid because it fails
8 to contain all the information specified in the Class Notice. The Administrator shall accept any
9 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
10 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
11 determination shall be final and not appealable or otherwise susceptible to challenge. If the
12 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
13 may demand additional proof of the Class Member's identity. The Administrator's determination
14 of authenticity shall be final and not appealable or otherwise susceptible to challenge. Agreement
15 ¶ 7.5.2.

16 34. Every Class Member who does not submit a timely and valid Request for Exclusion
17 is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and
18 bound by all terms and conditions of the Settlement, including the Participating Class Members'
19 Releases under Paragraphs 5.2 and 5.3 of the Settlement Agreement, regardless whether the
20 Participating Class Member actually receives the Class Notice or objects to the Settlement.
21 Agreement ¶ 7.5.3.

22 35. Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment or have the
24 right to object to the class action components of the Settlement. Because future PAGA claims are
25 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who
26 are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of the
27 Settlement Agreement and are eligible for an Individual PAGA Payment. Agreement ¶ 7.5.4.

28 36. Each Class Member shall have 60 days after the Administrator mails the Class

1 Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to
2 challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class
3 Member in the Class Notice. The Class Member may challenge the allocation by communicating
4 with the Administrator via fax, email or mail. The Administrator must encourage the challenging
5 Class Member to submit supporting documentation. In the absence of any contrary documentation,
6 the Administrator is entitled to presume that the Workweeks contained in the Class Notice are
7 correct so long as they are consistent with the Class Data. The Administrator's determination of
8 each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not
9 appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies
10 of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class
11 Counsel and the Administrator's determination the challenges. Agreement ¶ 7.6.

12 37. Only Participating Class Members may object to the class action components of the
13 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
14 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
15 Payment and/or Class Representative Service Payment. Non-Participating Class Members have no
16 right to object to any of the class action components of the Settlement. Agreement ¶¶ 7.7.1, 7.7.3.

17 38. Participating Class Members may send written objections to the Administrator, by
18 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
19 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
20 Participating Class Member who elects to send a written objection to the Administrator must do
21 so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional
22 14 days for Class Members whose Class Notice was re-mailed). Non-Participating Class Members
23 have no right to object to any of the class action components of the Settlement. Agreement ¶¶
24 7.7.2, 7.7.3.

25 39. The Administrator will promptly review on a rolling basis Requests for Exclusion
26 to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting
27 Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
28 containing (a) the names and other identifying information of Class Members who have timely

submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid). Agreement ¶ 7.8.2.

40. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received. Agreement ¶ 7.8.3.

41. Defendant shall fully fund the Gross Settlement Amount of \$300,000.00 and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the “Effective Date”, i.e. the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. Agreement ¶¶ 4.3, 1.18.

42. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement

of Individual Class Payments and Individual PAGA Payments. Agreement ¶ 4.4.

43. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. Agreement ¶ 4.4.1.

44. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date. Agreement ¶ 4.4.2.

45. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). Agreement ¶ 4.4.3.

46. The payment of Individual Class Payments and Individual PAGA Payments shall

not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in the Settlement Agreement. Agreement ¶ 4.4.4.

47. The Settlement Agreement was reached because of arm's-length negotiations. Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. At the mediation and throughout the negotiation process, both Parties' counsel conducted extensive arm's-length settlement negotiations until an agreement was ultimately reached during mediation.

48. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Class Counsel also considered the uncertainty and risk of further litigation, potential outcome, existing arbitration agreements, and difficulties and delays inherent in such litigation as well as Defendant's past and current financial condition. Plaintiff and Class Counsel conducted settlement negotiations during a formal mediation on March 11, 2025. Based on the foregoing, Plaintiff and Class Counsel believe the Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

49. The Parties investigated and evaluated the factual strengths and weaknesses of the Parties' claims and defenses before reaching the Settlement and engaged in investigation, research, and discovery to support the Settlement. The Settlement was only possible following significant investigation and evaluation of Defendant's relevant policies and procedures, as well as the data produced for the Class, permitting Class Counsel to engage in a comprehensive analysis of liability and potential damages. Furthermore, this case has reached the stage where "the Parties certainly have a clear view of the strengths and weaknesses of their cases" sufficient to support the Settlement's reasonableness, adequacy, and fairness. (*Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

50. Plaintiff's claims are predicated on Defendant's purported: (a) failure to pay minimum wages; (b) failure to pay overtime compensation; (c) failure to provide meal and rest breaks and pay applicable premium wages; (d) failure to indemnify necessary business expenses;

1 (e) failure to timely pay final wages at termination; (f) failure to provide accurate itemized wage
2 statements; (g) violation of Business & Professions Code sections 17200, *et seq.*; and (h) violation
3 of PAGA.

4 51. Defendant vehemently denies Plaintiff's theories of liability and contends, as stated
5 above: (a) all meal and rest breaks were provided in compliance with California law; (b) all wages
6 were properly calculated and paid to Class Members (for all hours worked); (c) all wages were
7 paid in a timely manner; (d) wage statements were provided in compliance with Labor Code
8 section 226; and (e) all business expenses were reimbursed. Defendant further contends any
9 mistakes made (which it denies) were honest rather than willful. Finally, Defendant argues if
10 litigation were to continue, it is confident it would prevail.

11 52. While Plaintiff believes the case is suitable for certification, uncertainties with
12 respect to certification are always present. As the California Supreme Court ruled in *Sav-On Drug*
13 *Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is always a matter of the
14 trial court's sound discretion. Decisions following *Sav-On Drug Stores, Inc.* have reached different
15 conclusions concerning certification of wage-and-hour claims.²

16 53. Defendant provided Plaintiff with a twenty-four-point-five percent (24.5%)
17 sampling of time and pay records and information regarding the estimated number of Workweeks
18 within the Class Period. It was determined there were about 6,555 Workweeks within the Class
19 Period, which was confirmed by Defendant. Class Counsel determined the average hourly rate was
20 \$23.33 based on sampling of payroll data provided by Defendant.

21 54. Specifically, Plaintiff also contends that Defendant failed to provide employees
22 with legally mandated rest breaks. Plaintiff also asserts Defendant failed to pay rest premiums
23 throughout the Class Period for failing to provide compliant rest breaks. An analysis of
24

25 ² (See, e.g., *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Solutions, Inc.* (2007) 148 Cal.App.4th 1440 [affirming
decertification of class claiming misclassification]; *Aguilar v. Cintas Corp. No. 2* (2006) 144
Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

1 Defendant's time records has revealed that there were 70,953 shifts that were eligible for rest
2 breaks. Due to Defendant's uniform, improper practices described above, Defendant's exposure
3 for rest break premiums would likely be approximately \$331,066.70 (70,953 shifts x 20% violation
4 rate x \$23.33).

5 55. As for meal breaks, Plaintiff contends that Defendant did not provide or maintain
6 sufficient meal period policies or practices, such that Class Members were not always permitted
7 or able to take meal periods and/or were sometimes subjected to late, short and/or interrupted meal
8 periods without compensation in lieu thereof. An analysis of Defendant's time records revealed
9 11,442 meal violations. Due to Defendant's uniform, improper practices described above,
10 Defendant's exposure for meal break premiums would likely be approximately \$266,941.86
11 (11,442 violations x \$23.33).

12 56. Moreover, Plaintiff contends Defendant failed to compensate employees for all
13 hours worked, including off-the-clock work. Moreover, overtime hours worked were not
14 compensated at the proper overtime rate of pay. Employees received non-discretionary bonuses
15 and shift differentials, which were not incorporated into calculating the correct overtime rate of
16 pay, premium wages rate of pay, and sick day rate of pay leading to underpayment to employees.
17 Based on a reasonable estimate of thirty minutes (0.5 hours) of off-the-clock work per week, with
18 20 of those minutes (0.33 hours) being at the base rate of \$23.33 and 10 minutes being at the
19 overtime rate of \$35 (\$23.33x1.5), an estimate of damages for this claim would be approximately
20 \$50,466.29 for base rate (6,555 workweeks x 0.33 hours x \$23.33) and \$36,708.00 for overtime
21 (6,555 workweeks x 0.16 hours x \$35.00), for a total of \$87,174.29.

22 57. Plaintiff also asserts Defendant failed to reimburse employees for all necessary
23 business expenses. Employees were not reimbursed for expenses they incurred by using their
24 personal cell phones for work purposes, in addition to buying scrubs and slip-resistant shoes. If
25 proven, using an average monthly cost of \$40.00, the total amount that must be reimbursed is likely
26 about \$384,000.00 (12 months x 5 years x 160 employees x \$40.00).

27 58. Plaintiff also contends Defendant issued wage statements in violation of Labor
28 Code section 226(a) and that its exposure to statutory penalties is substantial. Plaintiff calculates

1 Defendant's potential exposure as to this claim to be approximately \$328,000.00 (\$2,050.00 x 160
2 employees), which is based on twenty (20) average pay periods (\$50 + \$100(20)).

3 59. Finally, Plaintiff alleges Defendant is liable for waiting time penalties. Plaintiff
4 calculates Defendant's potential exposure as to this claim to be about \$251,964.00 (8 hours x
5 \$23.33 average hourly rate x approximately 45 separated employees x 30 days).

6 60. The provisions of the Labor Code potentially triggering PAGA penalties in this
7 case include, but are not limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6,
8 226, 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1198, and 2802. Defendant
9 asserted, regardless of the results of the underlying causes of action, PAGA penalties are not
10 mandatory but permissive and discretionary. Defendant maintained, in addition to its strong
11 arguments against the underlying claims, it had a strong argument it would be unjust to award
12 maximum PAGA penalties given the law's unsettled state.

13 61. Class Counsel calculated PAGA penalties under this cause of action by multiplying
14 the number of active Class Members (because of the shortened statutory period for this claim), by
15 the civil penalties that each could be awarded for the Labor Code sections enumerated under Labor
16 Code section 2699.5 applicable in this case. Class Counsel then applied discounts in light of the
17 countervailing arguments with regard to the other causes of action, as well as the Court's power to
18 award "a lesser amount than the maximum civil liability." (Lab. Code, § 2699, subd. (e)(2).)

19 62. Given the state of the law and the range of PAGA penalties requested and actually
20 awarded in California courts, it is difficult to determine a reasonable value and actual exposure for
21 PAGA penalties. Because Defendant presented a "good faith dispute" as to the underlying Labor
22 Code violations, Plaintiff estimated PAGA penalties using the "initial" penalty amount of \$100
23 under PAGA.³ If PAGA penalties are granted on any one of the violations alleged in the operative
24 complaint, the total civil penalties exposure under PAGA could be approximately **\$16,000.00** (160
25 employees x \$100 penalty for initial violation) on the low end. Multiplying the PAGA exposure
26

27 ³ A recent Ninth Circuit ruling suggests there may be no "subsequent" violation until an actual
28 finding of a violation by a Labor Commissioner or court. (*Bernstein v. Virgin Am., Inc.* (9th Cir.
2021) 990 F.3d 1157, 1172-1173.) As a result, Plaintiff estimated the amount of PAGA penalties
using the "initial" penalty amount of \$100 under PAGA.

1 by the number of alleged violations under the theories of recovery under PAGA gives potential
2 civil penalties of around **\$128,000.00** (160 employees x \$100 penalty for initial violation x 8
3 theories of recovery) on the high end. With regards to stacking, an assumption the parties should
4 not ignore stacking when calculating penalties under PAGA is subject to challenge. (*Hamilton v.*
5 *Juul Labs, Inc.* (N.D.Cal. Nov. 16, 2021, No. 20-cv-03710-EMC) 2021 U.S.Dist.LEXIS 221416,
6 at *27.) In fact, it has been ruled that it is possible but highly unlikely plaintiffs “could recover
7 PAGA penalties for each separate type of Labor Code violation.” (*Salazar v. PODS Enters., LLC*
8 (C.D.Cal. May 8, 2019, No. EDCV 19-260-MWF (KKx)) 2019 U.S.Dist.LEXIS 78001, at *16.)
9 Some courts have even questioned the plausibility of piling penalties on each other for a single
10 substantive wrong. (*Smith v. Lux Retail North Am., Inc.* (N.D.Cal. June 13, 2013, No. C 13-01579
11 WHA) 2013 U.S.Dist.LEXIS 83562, at *9.) Thus, the courts have ruled, “[P]laintiffs may only
12 recover a set of civil penalties for each type of violation.” (*Snow v. UPS* (C.D.Cal. Apr. 1, 2020,
13 No. EDCV 20-025 PSG (AFMx)) 2020 U.S.Dist.LEXIS 58317, at *9.)

14 63. Plaintiff also recognized the risk that any PAGA award could be reduced.⁴ Many
15 of the causes of action brought were duplicative of the statutory claims, such as violations of Labor
16 Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802. It was arguable
17 whether the Court would award the maximum penalties under the law. Thus, allocating \$10,000.00
18 to PAGA civil penalties was reasonable given that besides 35% of the PAGA penalties, employees
19 are entitled to shares of an additional \$152,500.00 from the Net Class Settlement. When PAGA
20 penalties are negotiated in good faith and “there is no indication that [the] amount was the result
21 of self-interest at the expense of other Class Members,” such amounts are generally considered
22 reasonable.⁵

25 ⁴ See *Carrington, supra*, 30 Cal.App.5th at p. 529 [affirming a rate of \$5.00 per violation and a total
26 PAGA penalty of \$150,000.00 while the plaintiff requested a rate of \$25.00 to \$75.00 per violation
and a total PAGA penalty of \$70,000,000.00].

27 ⁵ *Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009
28 U.S.Dist.LEXIS 33900, at *24; see, e.g., *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579,
“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
damages to the PAGA claims.”.)

64. Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about \$1,649,146.85.

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$331,066.70	70%	50%	\$49,660.01
Meal Break Premiums	\$266,941.86	30%	50%	\$93,429.65
Overtime/Minimum Wage: Off-the-Clock Work	\$87,174.29	70%	50%	\$13,076.14
Unreimbursed Business Expenses	\$384,000.00	30%	70%	\$80,640.00
Wage Statement Penalty	\$328,000.00	100%	100%	\$0.00
Waiting Time Penalty	\$251,964.00	40%	40%	\$90,707.04
MAXIMUM TOTAL EXPOSURE	\$1,649,146.85			\$327,512.84

65. Based on the rest break theories described above, Class Counsel believe a seventy percent (70%) certification risk and a fifty percent (50%) merits risk are justified. Plaintiff contends that employees were required to skip, cut short, or take late rest breaks because of the nature of the work and Defendant's noncompliant policies and practices. However, Class Counsel understands obtaining certification for noncompliant rest breaks due to improper, uniform practices will be difficult and problematic since rest breaks were not properly recorded. In other words, Class Counsel will have to gather declarations from putative class members to prove the existence of improper, uniform practices, which would be time-consuming and potentially difficult to establish. Furthermore, Defendant could produce evidence and testimony at trial to argue that it rarely, if ever, assigned heavy workloads to employees and encouraged rest breaks. This would mean that employees were opting to work through, skip, or prematurely end their rest breaks instead of being forced to do so by their workloads and Defendant's policies and practices. Similarly, Defendant could present testimony to demonstrate that supervisors never instructed or

1 permitted employees to prioritize the completion of tasks instead of taking rest breaks. Finally,
2 Defendant will likely bring in evidence to illustrate employees voluntarily waived their right to
3 take rest breaks. Therefore, Class Counsel believe this justifies a seventy percent (70%)
4 certification risk and a fifty percent (50%) merits risk.

5 66. Class Counsel apply a thirty percent (30%) certification risk and another fifty
6 percent (50%) merits risk based on the meal break theories described above. Like rest breaks,
7 Plaintiff asserts that even when employees were afforded an opportunity to take their meal breaks,
8 employees were still supposedly pressured to prematurely end them to return to work as quickly
9 as possible. Although meal break violations are easier to certify than rest breaks violations, since
10 they are recorded, Class Counsel accepts that there are still risks associated with obtaining
11 certification. Class Counsel will need to undertake the lengthy and arduous task of gathering
12 declarations from putative class members to demonstrate Defendant maintained improper, uniform
13 practices. In addition, Defendant might offset Plaintiff's arguments by admitting evidence and
14 testimony at trial to reveal that employees did not work shifts long enough to entitled them to meal
15 breaks or that meal breaks were often waived. Defendant can also introduce testimony to show
16 employees were never threatened with disciplinary action if their meal breaks lasted longer than
17 thirty (30) minutes. In other words, employees were choosing to prematurely end their meal breaks
18 instead of being pressured to do so. For these reasons, Class Counsel apply a thirty percent (30%)
19 certification risk and another fifty percent (50%) merits risk.

20 67. Moreover, Class Counsel believe Plaintiff's theories regarding unpaid base wages
21 and unpaid overtime wages due to off-the-clock work warrant a seventy percent (70%) certification
22 risk and a fifty percent (50%) merits risk. Employees allegedly had no choice but to work
23 additional hours off-the-clock since Defendant would not authorize employees to work this
24 additional time outside of their contracted time. Based on these assumptions, there are still risks
25 associated with obtaining certification for off-the-clock work theories that Class Counsel must
26 consider. Since off-the-clock work is not recorded, Class Counsel must undertake the time-
27 consuming task of obtaining declarations from putative class members to establish the occurrence
28 of off-the-clock work. With Defendant likely introducing conflicting declarations, the outcome

1 would likely be an individualized inquiry as to this issue, making certification challenging.
2 Additionally, Defendant might present evidence and testimony at trial to contend that employees
3 were consistently paid for all hours worked. According to Defendant, if employees were not paid
4 for working off-the-clock, it was because the issue was never brought to Defendant's attention and
5 employees voluntarily engaged in this work. Next, Defendant would likely also produce testimony
6 to argue its policies were never intended to discourage "additional time" and that requests to work
7 "additional time" were generally granted. In other words, if employees were engaged in work that
8 was outside of their "contracted time," they were permitted to record these additional hours of
9 work. Similarly, Defendant could also demonstrate employees were free to clock in before their
10 scheduled shifts, meaning employees were choosing to arrive to work early and begin working
11 before clocking in. Thus, Class Counsel believe this warrants a seventy percent (70%) certification
12 risk and a fifty percent (50%) merits risk.

13 68. Next, Class Counsel believe a thirty percent (30%) certification risk and a seventy
14 percent (70%) merits risk for the unreimbursed business expenses theories are warranted.
15 Specifically, Defendant expected employees to use their own cell phones for work purposes.
16 However, Class Counsel are aware that they will still face obstacles regarding these theories. For
17 instance, Defendant's evidence could point out only a handful of employees needed to use personal
18 cell phones for work-related purposes. Next, Defendant might produce evidence and testimony to
19 show employees who submitted reimbursement requests were promptly reimbursed. In other
20 words, if there were instances of employees not being reimbursed (which Defendant denies), it is
21 because employees did not submit reimbursement requests. For the reasons stated above, Class
22 Counsel believe this warrants a thirty percent (30%) certification risk and a seventy percent (70%)
23 merits risk.

24 69. Plaintiff's Labor Code section 226(a) claim for wage statement penalties is based
25 on Defendant's alleged failure to maintain accurate records. Defendant purportedly failed to
26 accurately record all hours worked and failed to properly pay premium wages for noncompliant
27 meal and rest breaks. This purportedly resulted in Defendant issuing wage statements that failed
28 to accurately state the total hours worked, gross wages earned, and net wages earned in violation

1 of section 226(a). However, these various areas of potential exposure (which Defendant continues
2 to deny) likely did not affect all employees. Also, Defendant will likely argue employees' wage
3 statements were not inaccurate as to wages paid pursuant to the counterarguments made above.
4 Moreover, pursuant to *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1087,
5 Defendant will argue that it had an "objectively reasonable, good faith belief that it has provided
6 employees with adequate wage statements" and thus, is not liable for penalties under Labor Code
7 section 226(e)(1). Even if a Defendant's belief that it has complied with section 226's wage
8 statement requirements is mistaken, the failure is not "knowingly and intentionally." *Id.* Defendant
9 can successfully argue that it had a good faith belief it complied with section 226 because it
10 provided all the information required by the statute on employees' wage statements, or that any
11 inaccuracies were inadvertent. Thus, Class Counsel believe Defendant has a strong likelihood of
12 prevailing at trial to eliminate all wage statement penalties.

13 70. Finally, Plaintiff's Labor Code section 203 claim for waiting time penalties is based
14 on Plaintiff's claims for underpaid minimum and overtime wages, as well as missed meal and rest
15 break premiums. If Plaintiff prevails on these underlying claims, it will lead to waiting time
16 penalties. However, Defendant may argue any failure to pay wages due and owing to employees
17 in a timely manner (which it denies) was not "willful" under section 203 and was an honest
18 mistake, made in good faith. Defendant can also assert the defenses to this claim are derivative of
19 the counterarguments made as to the above-mentioned claims. For these reasons and the reasons
20 explained above, Class Counsel assign a forty percent (40%) certification risk and another forty
21 percent (40%) merits risk.

22 71. Based on this analysis, the realistic recovery for this case is \$327,512.84. The Gross
23 Settlement Amount of \$300,000.00 is about 91.6% of the potential exposure. Thus, the Settlement
24 is fair and reasonable.

25 72. The Class is ascertainable and numerous as to make it impracticable to join all Class
26 Members, and there are common questions of law and fact that predominate over any questions
27 affecting any individual Class Member. Plaintiff contends as a former hourly-paid, non-exempt
28 employee of Defendant, his claims are typical of the claims of the Class, and Class Counsel will

1 fairly and adequately protect the interests of the Class. Also, Plaintiff asserts the prosecution of
2 separate actions by individual Class Members would create the risk of inconsistent or varying
3 adjudications, so a class action is superior to other available means for the fair and efficient
4 adjudication. As discussed below, this case is amenable to class certification.

5 73. This case involves about one-hundred sixty (160) Class Members who did not sign
6 an arbitration agreement. Thus, the Class is sufficiently numerous.⁶ All Class Members can and
7 will be identified by Defendant to the Claims Administrator through a review of its employment
8 records concerning hourly-paid or non-exempt persons employed by Defendant in California
9 during the Class Period.

10 74. Plaintiff asserts common issues of fact and law predominate as to each of the claims
11 alleged. Plaintiff contends all hourly-paid or non-exempt persons employed by Defendant during
12 the Class Period were subject to the same or similar employment practices, policies, and
13 procedures. All Plaintiff's claims surround the alleged common schemes of: (a) failing to maintain
14 compliant meal and rest break practices; (b) failing to reimburse business expenses; and (c) failing
15 to fully and properly compensate employees for, *inter alia*, all hours worked, overtime work,
16 noncompliant breaks, and for associated wage statement and waiting time penalties.

17 75. Plaintiff is a former hourly, non-exempt employee of Defendant. Plaintiff alleges
18 she and the Class Members were employed by the same company and injured by Defendant's
19 common policies and practices related to: (a) noncompliant meal and rest breaks; (b)
20 uncompensated off-the-clock work; (c) underpaid and improperly calculated overtime wages; (d)
21 unreimbursed business expenses; (e) untimely paid wages; and (f) inaccurate wage statements.
22 Plaintiff seeks relief for these claims and derivative claims on behalf of the Class. Consequently,
23 Plaintiff's claims as alleged arise from the same employment practices and are based on the same
24 legal theories as those applicable to the Class.

25 76. Plaintiff has proven to be an adequate Class Representative. Specifically, Plaintiff
26 conducted herself diligently and responsibly in representing the Class in this litigation, understands
27

28 ⁶ (See *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding that a proposed class of "as many as 190 current and former employees" is sufficiently numerous].)

1 her fiduciary obligations, and actively participated in the prosecution of this case. Plaintiff spent
2 considerable time in meetings and conferences with Class Counsel to provide them with a
3 complete understanding of her work environment and requirements. Furthermore, Plaintiff has no
4 interest adverse to the interests of the other Class Members.

5 77. The Settlement is the product of serious, informed, non-collusive negotiations, has
6 no obvious defects, does not grant preferential treatment to the Class Representative, or segments
7 of the Class, and falls within the range of fair and reasonable settlements. I believe this settlement
8 is in the best interests of the Class as fair, reasonable, and adequate. Thus, I recommend approval
9 of the Settlement.

10 78. The Settlement Agreement calls for the payment of the Class Counsel Fees
11 Payment of up to \$100,000.00. This request is fair, reasonable, and adequate to compensate Class
12 Counsel for the substantial work they put into this case and the risk they assumed by taking it in
13 the first place. I have practiced law in Southern California since June 2007, with most of my time
14 focused solely on the prosecution of employment and wage-and-hour class action litigation. I am
15 aware the common and acceptable rate for contingency representation in wage-and-hour class
16 action litigation is normally forty percent (40%) before trial, with the range being from thirty-three
17 and one-third percent (33.3%) up to fifty percent (50%).

18 79. The Class Counsel Fees Payment is intended to reimburse Class Counsel for all
19 uncompensated work they have done and for all the work they will continue to do in carrying out
20 and overseeing notification of the Class, communication with the Class regarding the Settlement,
21 and the settlement administration if the Settlement is preliminarily approved.

22 80. Class Counsel took this case on a contingent fee basis against a business represented
23 by a reputable defense firm. Accordingly, when taking cases like this one, we anticipate we shall,
24 if successful, receive a fee that exceeds our normal hourly rate, otherwise the risk is too great to
25 bear. When we take on one matter, we are unable to take on other matters. When Class Counsel
26 became involved in this case, we realized the time commitment it would entail, and we were forced
27 to turn down other matters. We were forced to do so because of the thorough factual investigation
28

1 and development this case required. Collectively, this case claimed a significant portion of Class
2 Counsel's time and attention throughout its pendency.

3 81. The requested fee is reasonable for the services provided to Claimants and for the
4 benefits they will receive.

5 I declare under penalty of perjury under the laws of the state of California that the foregoing
6 is true and correct. Executed on this May 7, 2025, at Los Angeles, California.

7
8 
9 Kane Moon

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Maria Isalia Moncada Rosillo (“Plaintiff”) and defendant Antioch Dunes Healthcare, LLC (“ADH”). The Agreement refers to Plaintiff and ADH collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against ADH captioned Maria Isalia Moncada Rosillo v. Antioch Dunes Healthcare, LLC initiated on June 25, 2024 and pending in Superior Court of the State of California, County of Contra Costa bearing case number C24-01654.

1.2. “Administrator” means ILYM Group, Inc., 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 Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means any person who worked for ADH in California as an hourly, non-exempt employee at any time during the PAGA Period.

1.5. “Class” means any person who worked for ADH in California as an hourly, non-exempt employee at any time during the Class Period and did not sign an arbitration agreement.

1.6. “Class Counsel” means Moon Law Group, PC.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in ADH’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.

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1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from June 25, 2020 to June 11, 2025.

1.13. "Class Representative" means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Contra Costa.

1.16. "ADH" means named Defendant Antioch Dunes Healthcare, LLC.

1.17. "Defense Counsel" means Fisher & Phillips LLP.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means \$300,000.00 which is the total amount ADH agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for ADH for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from June 22, 2023 to June 11, 2025.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. “PAGA Notice” means Plaintiff’s June 22, 2024 letter to ADH and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (i.e., \$3,500.00) and the 65% to LWDA (i.e., \$6,500.0) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Maria Isalia Moncada Rosillo, the named plaintiff in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.

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

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

1.45. "Workweek" means any week during which a Class Member worked for ADH for at least one day, during the Class Period.

2. RECITALS.

2.1. On June 25, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against ADH for failure to pay minimum wages; failure to pay overtime compensation; failure to provide meal periods; failure to authorize and permit rest breaks; failure to indemnify necessary business expenses; failure to timely pay final wages at termination; failure to provide accurate, itemized wage statements; and unfair business practices. On August 27, 2024, Plaintiff filed a First Amended Complaint alleging a ninth cause of action against ADH for Civil Penalties under PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). ADH denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to ADH and the LWDA by sending the PAGA Notice.

2.3. On March 11, 2025, the Parties participated in an all-day mediation presided over by Steve Rottman, which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, all handbooks and relevant policies throughout the relevant time period; arbitration agreements; the collective bargaining agreements in effect; a sampling of time and payroll records; and class data points reflecting the total class size, workweeks, aggrieved employee count, and PAGA pay periods. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. The Court has not granted class certification.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, ADH promises to pay \$300,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. ADH has no

obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ADH.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$7,500.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). ADH will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3, which is currently estimated to be \$100,000.00 and a Class Counsel Litigation Expenses Payment of not more than \$25,000.00. ADH will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ADH harmless, and indemnifies ADH, 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 \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for

interest and penalties (the “Non-Wage Portion”).

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 65% (\$6,500.00) allocated to the LWDA PAGA Payment and 35% (\$3,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties (i.e., \$3,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, ADH estimates there are 160 Class Members who did not sign arbitration agreements and collectively worked a total of 6,555 Workweeks, and 218 Aggrieved Employees who worked a total of 4,555 PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, ADH will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. ADH has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which ADH must send the Class 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 Class Data.

4.3. Funding of Gross Settlement Amount. ADH shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ADH’s share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after ADH funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service

Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate ADH to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when ADH fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, 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 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.2, below ("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 Class 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 Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 ADH's Declaration in Support of Preliminary Approval. Within 30 days of the full execution of this Agreement, ADH will prepare and deliver to Class Counsel a signed Declaration from ADH and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and ADH shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any

data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, ADH or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member’s identity. The Administrator’s determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 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.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and

location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, ADH estimates that, as of the date of this Settlement Agreement, (1) there are 160 Class Members and 6,555 Total

Workweeks during the Class period. In the event of an increase in workweeks of more than 10% from the original estimate of 6,555 workweeks (i.e., 7,210 workweeks), then the Gross Settlement Amount shall be increased by the percentage that the actual number of workweeks exceeds 7,210. However, should the number of workweeks reach 7,210, and Plaintiff elects to enforce the escalator clause, Defendant will have the right, in the exercise of its sole discretion, to limit the class period to the time at which the number of workweeks reaches 7,210.

9. ADH'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, ADH may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ADH withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ADH will remain responsible for paying all Settlement Administration Expenses incurred to that point. ADH must notify Class Counsel and the Court of its selection to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The

waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification 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 ADH that any of the allegations in the Operative Complaint have merit or that ADH has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ADH's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, ADH reserves the right to contest certification of any class for any reasons, and ADH reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest ADH's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, ADH and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, ADH and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's

communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4 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.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and ADH, 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.

12.6 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.

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

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, ADH 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.

12.9 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.

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

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

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

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

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

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

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

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

To Plaintiff:

Kane Moon
kmoon@moonlawgroup.com
Allen Feghali
afeghali@moonlawgroup.com
S. Phillip Song
psong@moonlawgroup.com
Basil Oswald
boswald@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa Street, Suite 3100
Los Angeles California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To ADH:

Grace Y. Horoupian
ghoroupian@fisherphillips.com
Corina S. Johnson
cjohnson@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

12.18 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.

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

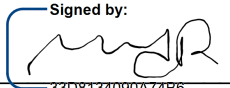
_____ For Plaintiff	_____ For ADH
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Counsel For Plaintiff
Counsel For ADH

Grace Y. Horoupian
ghoroupian@fisherphillips.com
Corina S. Johnson
cjohnson@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
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Signed by: 
4/17/2025 4308134090A74B6... For Plaintiff For ADH
Counsel For Plaintiff Counsel For ADH

To ADH:

Grace Y. Horoupian
ghoroupian@fisherphillips.com
Corina S. Johnson
cjohnson@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
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For Plaintiff

For ADH



Kane Moon Counsel For Plaintiff

Counsel For ADH

Grace Y. Horoupian
ghoroupian@fisherphillips.com
Corina S. Johnson
cjohnson@fisherphillips.com
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_____	For Plaintiff		Administrator	_____	For ADH
_____	Counsel For Plaintiff		Grace Horoupian	_____	Counsel For ADH

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Antioch Dunes Healthcare, Inc. (“ADH”) for alleged wage and hour violations. The Action was filed by a former ADH employee, Maria Isalia Moncada Rosillo (“Plaintiff”), and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees, who did not sign an arbitration agreement, and worked for ADH during the Class Period (i.e., June 25, 2020 to June 11, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for ADH during the PAGA Period (i.e., June 22, 2023 to June 11, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring ADH to fund Individual Class Payments, and (2) a PAGA Settlement requiring ADH to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on ADH’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to ADH’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on ADH’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires ADH to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against ADH.

If you worked for ADH during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against ADH.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against ADH, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

ADH will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against ADH that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. ADH must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to ADH's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former ADH employee. The Action accuses ADH of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Moon Law Group, PC (“Class Counsel.”)

ADH strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether ADH or Plaintiff is correct on the merits. In the meantime, Plaintiff and ADH hired an experienced, neutral mediator, Steve Rottman, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and ADH have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ADH does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ADH has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. ADH Will Pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement). ADH has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, ADH will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$100,000.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on

the Action without payment.

B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$5,000.00 to the Administrator for services administering the Settlement.

D. Up to \$10,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and ADH are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ADH will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and ADH have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour

claims against ADH.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against ADH based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and ADH have agreed that, in either case, the Settlement will be void: ADH will not pay any money and Class Members will not release any claims against ADH.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and ADH has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against ADH or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and ADH has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against ADH, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against ADH or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in ADH's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ADH's calculation of Workweeks and/or Pay Periods based on ADH's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and ADH's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Maria Isalia Moncada Rosillo v. Antioch Dunes Healthcare, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and ADH are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Maria Isalia Moncada Rosillo v. Antioch Dunes Healthcare, LLC* and include your name, current address, telephone number, and approximate dates of employment for ADH and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 12 of the Contra Costa County Superior Court, located at 725 Court St, Martinez, CA 94553. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend or hire a lawyer to attend. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the

Administrator's website (<https://www.ilymgroup.com/cases>) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything ADH and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at <https://www.ilymgroup.com/cases>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney:	Kane Moon Allen Feghali S. Phillip Song Basil Oswald
Email Address:	kmoon@moonlawgroup.com afeghali@moonlawgroup.com psong@moonlawgroup.com boswald@moonlawgroup.com
Name of Firm:	MOON LAW GROUP, PC
Mailing Address:	725 S. Figueroa St., 31st Floor Los Angeles, California 90017
Telephone:	(213) 232-3128

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address: claims@ilymgroupclassaction.com
Mailing Address: PO Box 2031, Tustin, California 92781
Telephone: (888) 250-6810
Fax Number: (888) 845-6185

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.