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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF BUTTE

MICHELLE HERNANDEZ and AMANDA MAGUIRE, on behalf of themselves and all others similarly situated, Plaintiff, vs. GOLDEN ROSELEAF LLC, a California limited liability company; GOLDEN ROSELEAF GARDENS OPCO LLC, a California limited liability company; GOLDEN ROSELEAF OROVILLE OPCO LLC, a California limited liability company; CONSOLIDATED CAREHOMES, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. 24CV02130 **CLASS ACTION** *[Assigned for all purposes to Hon. Tamara L. Mosbarger, Dept. 1]* **DECLARATION OF TUVIA KOROBKIN IN SUPPORT OF PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: August 12, 2026 Time: 9:00 a.m. Dept.: 1 Complaint Filed: June 26, 2024 Trial date: None Set

I, TUVIA KOROBKIN, declare as follows:

1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of record for Plaintiffs Michelle Hernandez and Amanda Maguire ("Plaintiffs") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I have practiced almost exclusively in the area of employment litigation. From May 2010 to May 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Los Angeles. From May 2014 to January 2016, I worked as an associate at the employment law firm of Setareh Law Group in Beverly Hills. The vast majority of my work at both Eisenberg & Associates and Setareh Law Group focused on representing employees in wage and hour and wrongful termination actions, including wage and hour class actions. Although non-exhaustive, the types of work I performed at those firms included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; drafting and opposing a variety of motions including motions for summary judgment, motions for remand, demurrers and motions to dismiss, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs and attending mediations; drafting long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the claims and/or opt-out processes. I also drafted appellate briefs for the California Court of Appeal and the Ninth Circuit Court of Appeals, and argued before the California Court of Appeal, all in connection with employment matters.

3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo, California, as an associate attorney. In December 2019 I was promoted to Partner, a position I held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties

identified in the preceding paragraph, and I also managed junior and mid-level associates. During my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys General Act ("PAGA") actions, resulting in more than $100 million in total settlements on behalf of California workers.

4. In July 2022 I joined Abramson Labor Group (ALG) as Senior Counsel in the firm's Class Action Department, where I grew the Class Action Department to approximately 80 active wage and hour class and PAGA actions throughout California. In addition to managing the caseload and day-to-day operations of the Class Action Department, I supervised associate attorneys and performed many of the same duties described in the two prior paragraphs.

5. In March 2024 I joined Marquee Law Group as Senior Counsel and Chair of the Class Action Department. I currently manage and play an active role in approximately 55 active wage and hour class actions and PAGA actions throughout California, and I perform many of the same job duties as I performed in my prior roles, in addition to supervising other attorneys' work on those cases.

6. The following is a non-exhaustive list of wage and hour class action settlements in which I was appointed as class counsel and that have received final approval: *Bellinghausen v. Tractor Supply Company,* Case No. 3:13-cv-02377-JSC, U.S. District Court, Northern District of California, Judge Jacqueline Scott Corley presiding (granted final approval of settlement on behalf of retail employees involving claims for failure to provide meal and rest periods, failure to pay overtime, and other claims); *Montgomery v. Del Monte Corp.,* et al, Case No. 13C0204, Kings County Superior Court, Judge James LaPorte presiding (granted final approval of settlement on behalf of manufacturing employees involving claims for failure to provide meal and rest periods, failure to pay overtime, and other claims); *Tesla Motors Wage and Hour Litigation,* JCCP 4792, Santa Clara County Superior Court, Judge Peter H. Kirwan presiding (granted final approval of settlement on behalf of automotive factory workers involving claims for failure to pay overtime, failure to provide meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No. 8:15-cv-00891-DOC-JCG, U.S. District Court, Central District of California, District Judge David O. Carter presiding (granted final approval of settlement of hybrid nationwide

FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc*., Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC*, *et al*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc*., Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC,* Case No. 56-2016-00484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Los Angeles County Superior Court, Judge Kenneth R. Freeman presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright presiding (granted final approval of settlement on behalf of blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods, and other claims); *Salas v. Alsco, Inc. dba Steiner Corporation, et al*, Case No. 34-2019-

00266950-CU-OE-GDS, Sacramento County Superior Court, Judge Christopher E. Kreuger presiding (granted final approval of settlement on behalf of linen distribution employees involving claims for failure to pay wages, meal and rest period violations, and other claims).

7. I have also moved to certify and have received an order certifying a class action in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.,* Case No. CV 15-7118-DMG (RAOx), U.S. District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for claims including rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, U.S. District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations); and *Perez, et al v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL, San Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

8. In each year from 2018 through 2025, Thomson Reuters recognized me as a "Rising Star" in Southern California in the area of employment law in the annual Super Lawyers magazine. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. I was recently selected as a "Super Lawyer" by the same magazine for the year 2026, again in the field of employment litigation.

9. I have been intimately involved in every aspect of this case since its inception. Based on my extensive experience litigating similar wage and hour class actions, I believe the proposed Settlement is fair, reasonable and adequate for the Settlement Class. A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. Attached as **Exhibits A and B** to the Settlement are the Notice Packet, comprised of the Class Notice and Notice of Estimated Settlement Payment, respectively.

10. Defendants Golden Roseleaf LLC, Golden Roseleaf Gardens Opco, LLC, and Golden Roseleaf Oroville Opco LLC ("Defendants") operate senior living facilities in Butte County. Plaintiff Hernandez worked for Defendants as a non-exempt Resident Assistant, and later as a non-exempt Facility Administrator, from September 2022 to February 2024. Plaintiff

Maguire worked for Defendants as a non-exempt employee from March 2023 until in or about February 2024.

11. On June 26, 2024, Plaintiffs, through my office, filed this Action, alleging claims for failure to pay minimum wages and overtime wages, meal and rest period violations, wage statement violations, waiting time penalties, failure to reimburse business expenses, failure to pay vacation wages at termination, and unfair competition.

12. On June 21, 2024, Plaintiffs also submitted a PAGA notice letter, as well as an amended PAGA notice letter (which included a few minor edits to add additional facts), to the Labor & Workforce Development Agency ("LWDA"), based on the violations described in the preceding paragraph. Attached hereto as **Exhibit 2** are true and copies of the amended PAGA notice letter and the email from the Labor & Workforce Development Agency ("LWDA") confirming receipt of same. On the same date, my office mailed the amended PAGA notice letter to Defendants via certified mail. On August 27, 2024, Plaintiffs, through my office, filed a First Amended Complaint adding a cause of action for PAGA civil penalties.

13. Plaintiffs allege that Defendants failed to pay them and other employees for all hours worked. Specifically, Plaintiffs allege that they frequently were unable to take 30-minute, off-duty meal periods, but Defendants would nonetheless automatically deduct "breaks" from employees' time records. Plaintiffs further allege they would sometimes need to work off-the-clock after hours. These practices resulted in unpaid wages, including minimum wages and overtime wages. In response, Defendants contend that they have always paid employees for all hours worked, that their policies prohibit off-the-clock work and require employees to report all hours worked, and that Defendants were not aware of any off-the-clock work. Defendants further argue that differences among employees' job duties and working conditions, as well as issues with proving whether each employee worked unpaid wages on each individual shift, would present a plethora of individualized issues that would preclude class certification.

14. As noted above, Plaintiffs allege Defendants failed to provide non-exempt employees with uninterrupted off-duty 30-minute meal periods. Specifically, Plaintiffs allege that their job duties, and Defendants' failure to properly staff their facilities, frequently kept Plaintiffs

and other employees too busy to take a meal break at all, and/or forced them to take a late (i.e., after 5 hours) or short (i.e., less than 30 minutes) meal period. For their part, Defendants argue they have always maintained lawful meal period policies, and that employees are provided a full 30-minute meal period on each shift in accordance with those policies. Defendants further argue that they are only required to "provide" meal periods, not "ensure" they are taken, and any failure of an employee to take a compliant meal period was the result of employee choice rather than any systemic failure on the part of Defendants. In addition, Defendants argue that this claim would require individualized, employee-by-employee and shift-by-shift inquiries into each alleged meal period violation, which would defeat class certification.

15. Next, as with meal periods, Plaintiffs allege the workload and under-staffing often made it impracticable to take a 10-minute, off-duty rest period for each four hours of work (or major fraction thereof). In response, Defendants contend they have always maintained lawful rest periods policies and have consistently authorized and permitted 10-minute rest periods without interruption. Moreover, Defendants argue this claim would not be certifiable due to the individualized inquiries needed to determine liability and damages for rest period violations. These manageability concerns are especially present with respect to rest periods, Defendants contend, as rest periods are not (and need not be) recorded.

16. Plaintiffs next allege that Defendants required employees to use their personal cellphones to clock in and out for their shifts each day. Defendants argue that they prohibit employees from using personal cell phones at work, that employees did not need to use personal cell phones for work, and that if they did, employees may request reimbursement of work-related expenses. Defendants further argue this claim would not be manageable on a class basis, given differences among employees as to whether they incurred phone-related expenses, whether Defendants knew about such expenses, and whether such expenses were reasonable and therefore requiring reimbursement.

17. Plaintiffs allege that Defendants failed to properly track the amount of vacation leave that employees accrued during their employment, and as a result, the final vacation payout at termination was inadequate. Defendants counter that they have always maintained lawful

vacation pay policies and, therefore, any deviations from that policy were single, isolated incidents and not a systemic, class-wide practice, and that as a result, any exposure on this claim is de minimis.

18. As a result of Defendants' alleged failure to pay all wages and failure to provide all meal and rest periods, Plaintiffs assert that Defendants failed to comply with their final payment and wage statement obligations, in violation of Cal. Labor Code §§ 203 and 226, respectively. Plaintiffs also seek civil penalties under the PAGA based on the aforementioned claims. Defendants argue that Plaintiffs' derivative claims fail for the same reasons their underlying claims fail. Defendants further assert they have strong, good-faith defenses to Plaintiffs' underlying claims, precluding imposition of penalties. Defendants further contend that wage statements always accurately reflect amounts *paid* to employees and therefore no wage statement violations occurred.

19. Finally, Defendants contend Plaintiffs' PAGA claim fails because the underlying claims fail. Defendants further maintain that given their good-faith defenses and honest attempts to comply with the law, the Court would substantially reduce PAGA civil penalties even if it were to find in Plaintiffs' favor on the underlying claims.

20. The Parties in this case engaged in extensive informal discovery. In connection with mediation, Defendants produced timekeeping and payroll records for all putative class members for the majority of the Class Period; its employee handbooks; a class list with each employee's hire date, termination date, and other data; and other relevant information. My office retained an expert data analyst to analyze and extrapolate the data produced by Defendants. This discovery allowed the Parties to assess the merits and value of Plaintiffs' claims and Defendants' defenses. Defendants also provided financial documents to an independent forensic accountant hired by my office, in order to assess Defendants' ability to pay a class action settlement.

21. The Parties attended two full-day mediations with Eric Wannon on December 15, 2025 and March 26, 2026. At mediation, the Parties vigorously debated Plaintiffs' claims and Defendants' defenses, the Parties' respective damages models, the chances of certification, and Defendants' financial condition. In addition, between the first and second mediation sessions,

Defendants confidentially provided the mediator with extensive additional documents regarding Defendants' financial condition. At the conclusion of the second mediation, and after lengthy discussions over Defendants' financial condition and ability to pay a class action settlement, Mr. Wannon made a Mediator's Proposal, which was eventually accepted by the Parties and which resolved this Action. Plaintiff Hernandez's separate individual action was also resolved as part of this second mediation. Over the following months, the Parties negotiated the finer terms of the class action settlement, ultimately resulting in the Settlement before the Court.

22. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount ("GSA"):	$350,000.00
Minus Court-approved attorneys' fees (up to 35%):	$122,500.00
Minus Court-approved costs (up to):	$25,000.00
Minus Court-approved Service Awards:	$10,000.00
Minus Amount Set Aside as PAGA penalties:	$30,000.00
Minus estimated settlement administration costs:	$12,000.00
Net Settlement Amount ("NSA"):	**$150,500.00**
PLUS 35% of PAGA penalties ("PAGA Amount"):	$10,500.00
Total Amount Paid to Settlement Class:	**$161,000.00**

23. The Settlement provides for Defendants to pay a non-reversionary Gross Settlement Amount ("GSA") of $350,000. After deducting attorney fees, litigation costs, Plaintiffs' service awards, PAGA penalties to the LWDA, and administration costs, the Settlement provides for distribution of approximately $161,000.00 to the Settlement Class. There are approximately 558 Settlement Class members. Thus, the average payment to Settlement Class members is estimated to be $288.53.

24. The GSA will be funded in eighteen (18) monthly installments of $11,111.11 each, with the remaining $150,000 of the GSA deposited in one lump sum within 30 days of the Effective Date. This payment plan is warranted by Defendants' financial condition, based on the analyses of Defendants' financials made by our retained forensic accountant as well as by the mediator, Mr. Wannon, who is highly experienced in reviewing financial records.

25. While Plaintiffs are confident in the merits of their claims, Plaintiffs acknowledge there were substantial risks and uncertainty in proceeding with class certification and eventual trial on the merits. Defendants presented multiple defenses to Plaintiffs' claims, both on the merits and to class certification, rendering success uncertain. Moreover, and as noted above, Defendants'

financial condition constrained the amount that could be recovered in this case without threatening Defendants' financial viability.

26. With respect to Plaintiffs' claims for failure to pay minimum and overtime wages due to off-the-clock work, my office worked with our data expert to develop a damages model that assumed an average of 15 minutes of off-the-clock work per shift. This assumption was based on our conversations with Plaintiffs, as well as the number of shifts with meal periods of exactly 30 minutes which were assumed to have some portion of the meal period actually worked. Based on this assumption and analysis, Plaintiffs' expert calculated approximately $412,727 of under-payment during the Class Period. However, Defendants presented several defenses to this claim, including Defendants' assertion that they have always paid employees for all hours worked, that their policies prohibit off-the-clock work and require employees to report all hours worked, that Defendants were not aware of any off-the-clock work, and that differences among employees with respect to location, job duties, and whether employees were actually working off-the-clock, would preclude class certification. In light of these defenses, Plaintiffs discounted this claim by 50% for risk of class certification, and an additional 45% for risk of losing on the merits or failing to recover the full amount sought, for a realistic exposure of $113,500.

27. As for Plaintiffs' meal period claim, Plaintiffs' expert's analysis and extrapolation of the timekeeping records revealed approximately 25,585 shifts of more than 6 hours (where the first meal period cannot be waived) during the Class Period with one or more potential meal period violations, net of any meal period premiums that were paid. Our expert's analysis further revealed Settlement Class members' average rate of pay was approximately $18.00. Thus, Plaintiffs calculated Defendants' potential meal period exposure as: 25,585 * $18.00 = $460,530. However, and as noted above, Defendants asserted several affirmative defenses, including that their meal period policies have always complied with California law; that they are only required to provide meal periods and are not required to *ensure* they are taken; that any failure to take a meal period was the result of employee choice; and potential issues with class certification given differences in locations, supervisors, job duties, and other circumstances surrounding each shift worked by each individual employee. In light of these defenses, Plaintiffs discounted this claim

by 40% for risk of class certification, and an additional 50% for risk of losing on the merits or failure to recover the full amount sought, for a realistic exposure of $138,159 on the meal period claim.

28. With respect to the rest period claim, and assuming the same violation rate for rest periods as that observed for meal periods, Plaintiffs calculated approximately 27,329 shifts of 3.5 hours or more with a rest period violation during the Class Period. Plaintiffs therefore calculated Defendants' potential rest period exposure as: 27,329 * $18.00 = $491,922. But as noted above, Defendants presented multiple defenses to this claim, including their assertion that they have always maintained lawful rest period policies and authorized and permitted rest periods in accordance with those policies; that any failure to take rest periods was the result of employee waiver or choice; and that differences in the job duties, supervisors, locations, personal preferences, and other specific circumstances with respect to each individual shift worked by each employee, particularly given that rest breaks are not recorded, would render class certification unlikely. In light of these defenses, Plaintiffs discounted this claim by 55% for risk of non-certification, and an additional 50% for risk of losing on the merits or failure to recover the full amount sought, to arrive at a realistic exposure of $110,682 on the rest period claim.

29. With respect to the reimbursement claim, my office worked with our expert to develop a damages model that assumed approximately $20 per month of cellphone expenses. Based on this analysis, our expert calculated approximately $79,000 of potential unreimbursed expenses during the Class Period. However, and as described above, Defendants presented several defenses to this claim, including their assertion that employees did not need to use personal cell phones for work and if they did, there are procedures in place for employees to request reimbursement of work-related expenses; and that differences in the job duties, supervisors, personal preferences, and other specific circumstances with respect to each individual employee, would defeat class certification. In light of these defenses, Plaintiffs discounted this claim by 40% for risk of class certification, and an additional 40% for risk of losing on the merits or failure to recover the full amount sought, for a realistic exposure of $28,440 on the expense reimbursement claim.

30. With respect to the vacation pay at termination claim, my office worked with our expert to develop a damages model that assumed 24 unpaid vacation hours per terminated employee. This estimate is based on discussions with Plaintiffs about their work experience at Defendants, as well as a review of Defendants' handbook which states that when employees hit 80 hours of vacation, 24 of those hours are deducted and supposed to be paid out. Based on this analysis, Plaintiffs' expert calculated approximately $219,546 of under-payment during the Class Period. However, Defendants presented several defenses to this claim, including their assertion that they have always maintained lawful vacation pay policies and, therefore, any potential deviations from that policy were single, isolated incidents and not a systemic, class-wide practice. In light of these defenses, Plaintiffs discounted this claim by 40% for risk of class certification, and an additional 45% for risk of losing on the merits or failure to recover the full amount sought, for a realistic exposure of $72,450 on the vacation pay at termination claim.

31. Based on the above Labor Code violations, Plaintiffs allege that Defendants failed to issue accurate itemized wage statements pursuant to Labor Code § 226. Based on a review of the payroll and other records produced by Defendants, our expert calculated approximately 280 unique employees, and 3,000 aggregate pay periods worked, from the beginning of the one-year liability period applicable to Section 226. Using the $50 "initial" and $100 "subsequent" penalties prescribed Labor Code § 226(e), Plaintiffs calculated Defendants' potential exposure on this claim as: (280 * $50) + (2,720 * $100) = $286,000. However, and as explained above, Defendants presented multiple defenses to this claim, including but not limited to: the defenses to Plaintiffs' underlying claims; the fact that wage statements always accurately reported what employees were *paid*, which Defendants contend is the purpose of Section 226; and individualized issues entailed in analyzing each wage statement for each pay period for each employee to determine whether a violation occurred. In light of these defenses, Plaintiffs discounted the claim by 50% for risk of non-certification, and an additional 60% for risk of losing on the merits or failure to recover the full amount sought, for a realistic exposure of $57,200 on the wage statement claim.

32. Plaintiffs further allege that, as a result of the above violations, Defendants are liable for waiting time penalties based on their failure to pay final wages to former employees.

Based on the data provided by Defendants, there are approximately 415 employees who separated their employment with Defendants since June 26, 2021 (i.e., three years prior to the filing of the action). Using an average waiting time penalty of $4,320 ($18.00 * 8 hrs * 30 days), Plaintiffs estimated a maximum waiting time penalty exposure of $1,792,800 (415 * $4,320). Defendants, however, assert they have strong, good-faith defenses to Plaintiffs' underlying claims, and any failure to pay wages was therefore not "willful" as a matter of law. Moreover, because the waiting time claim is derivative of Plaintiffs' underlying wage claims, Plaintiffs would need to overcome Defendants' defenses, both as to class certification and on the merits, to their underlying claims in order to recover waiting time penalties. Based on these defenses, Plaintiffs discounted the maximum exposure by 50% for risk of non-certification and by an additional 70% for risk of being unsuccessful on the merits or failing to recover the full amount sought, to arrive at a realistic exposure of $268,920.

33. Plaintiffs also allege that Defendants are liable for PAGA civil penalties as a result of the above violations. Plaintiffs estimated a maximum PAGA exposure of $300,000, based on the $100 "initial" violation rate under Lab. Code § 2699(f) for each of the estimated 3,000 pay periods mentioned above during the one-year statutory period. However, these penalties largely derive from Plaintiffs' underlying claims, each of which Defendants vigorously dispute (as described above). In addition, Defendants argue that the PAGA grants trial courts discretion to reduce PAGA civil penalties (Lab. Code § 2699(e)(2)), and that the Court would reduce penalties significantly given Defendants' defenses and their good-faith efforts to comply with the law. Indeed, courts have reduced PAGA penalties by as much as 99%. Thus, Plaintiffs discounted the maximum figure by 45% for risk of losing on the merits and/or not recovering a PAGA penalty for every pay period, and by an additional 50% for risk of the Court reducing penalties, to arrive at an estimated exposure of $82,500.

34. Using these estimated figures, Plaintiffs estimated the realistic total classwide recovery on their claims would be approximately $871,851 if they had proceeded through class certification and trial on the merits. The proposed settlement of $350,000 therefore represents about 40% of Plaintiffs' reasonably forecasted recovery. However, a primary driver of settlement

discussions was Defendants' financial condition. As described above, based on voluminous financial statements and other documents produced to the mediator under the mediation privilege and the mediator's review thereof, the Gross Settlement Amount in this case, as well as the payment plan, were warranted to ensure that Defendants could actually fund the settlement without jeopardizing their financial viability. Thus, the settlement represents a reasonable compromise and resolution of the claims alleged in this case in light of all relevant circumstances, including Defendants' financial condition.

35. At final approval, my office will request attorneys' fees of *up to* 35% of the GSA (currently estimated at $122,500), and *up to* $25,000 in litigation costs. My office has incurred substantial attorneys' fees in, among other things, conducting pre-filing investigation and legal research; preparing and filing the initial pleadings; reviewing informal discovery produced by Defendants in advance of mediation with the help of an expert; preparing for and attending two full-day mediation sessions; negotiating and preparing the Settlement; preparing this Motion; and otherwise prosecuting this case. I anticipate that my office will incur significant future attorneys' fees in overseeing the Notice process, fielding phone calls from Settlement Class members, preparing the Final Approval Motion and supporting documents, and appearing at the Final Approval Hearing. In addition, based on my experience in similar wage and hour class and PAGA actions in California courts, fee awards in matters such as this one generally equal about one-third of the gross recovery.

36. Plaintiffs will each request an incentive payment of $5,000 at final approval. As will be fully briefed at final approval, Plaintiffs' requested incentive payments are in recognition of the time and effort they expended on behalf of the Settlement Class, including providing factual information and documents to my office, identifying potential witnesses, attending multiple telephonic meetings with counsel to discuss the claims and theories at issue in the litigation, reviewing the settlement agreement and other documents related to this case, and otherwise actively participating in the litigation. In my experience, incentive payments of $5,000 (or more) are routinely approved by California courts in the context of wage and hour class action settlements.

37. Although the parties engaged in significant informal discovery, they had not completed formal written and deposition discovery, which would have required expenditure of substantial time and resources. Plaintiffs also still had to file for class certification. Even if Plaintiffs obtained certification, the parties would incur considerable attorneys' fees and costs through a possible decertification motion, motions for summary judgment, trial, and potential appeals. Moreover, continued litigation of this class action would have required significant additional expenditures by Defendants on attorneys' fees and costs, which in turn would have likely reduced or eliminated the amount available to pay a potential judgment, particularly given Defendants' financial condition. There was a real risk that, absent this Settlement, Plaintiffs and the class would have recovered little to nothing from this litigation had it moved forward. The proposed Settlement avoids these risks, expense, and delays, and it is therefore a favorable outcome for the Settlement Class.

38. My colleague F. Shawn Azizollahi is a 2009 graduate of UCLA Law and a founding partner at Marquee Law Group. Mr. Azizollahi has gained extensive experience representing both companies and individuals in transactional and litigation matters, including employment matters, over the course of his career. For the last several years, Mr. Azizollahi's litigation practice has focused on representing plaintiffs in employment matters. Mr. Azizollahi has litigated and/or managed hundreds of employment cases, including a number of class actions. His active participation in this matter was integral in negotiating and reaching the settlement on behalf of the Settlement Class.

39. My colleague Alex Purcell is a 2022 graduate of the USC Gould School of Law and was admitted to the California State Bar in the same year. Before joining Marquee Law Group, Ms. Purcell worked as an associate for Yeroushalmi & Yeroushalmi, where her practice focused on representative actions under California Proposition 65. Ms. Purcell joined Marquee Law Group in February 2024. Since that time, Mr. Purcell has worked exclusively representing plaintiffs in employment matters, including wage and hour claims on both an individual and class action basis. During her tenure with Marquee Law Group, Ms. Purcell has worked on over 75 different California employment matters, including many class actions.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 17, 2026 at Beverly Hills, California.

Tuvia Korobkin

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement" or "Settlement") is reached by and between Plaintiffs Michelle Hernandez and Amanda Maguire ("Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on the one hand; and Defendants Golden Roseleaf LLC, Golden Roseleaf Gardens Opco LLC, and Golden Roseleaf Oroville Opco LLC ("Defendants") on the other hand. Plaintiffs and Defendants are referred to herein collectively as the "Parties" or individually as a "Party." Plaintiffs and the Settlement Class are represented by Tuvia Korobkin, F. Shawn Azizollahi, Gary S. Brotman, and Alex Purcell of Marquee Law Group, APC ("Class Counsel"). Defendants are represented by Michelle Finkel Ferber, Jennifer R. Lucas, and Adam N. Arce of Ferber Law, APC ("Defense Counsel").

Plaintiffs filed a class and representative action against Defendants, titled *Michelle Hernandez and Amanda Maguire v. Golden Roseleaf LLC, et al,* Butte County Superior Court Case No. 24CV02130. This action will be referred to as the "Action" or the "Litigation." The operative First Amended Complaint in the Action ("First Amended Complaint") alleges class and representative claims against Defendants for: (i) minimum wage violations; (ii) failure to pay overtime wages; (iii) meal period violations; (iv) rest period violations; (v) wage statement violations; (vi) waiting time penalties; (vii) failure to reimburse business expenses; (viii) failure to pay vacation wages at termination; (ix) unfair competition; and (x) civil penalties under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*

Given the uncertainty of litigation, the Parties wish to settle Plaintiffs' claims on a class-wide and representative basis. Accordingly, Plaintiffs and Defendants agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiffs and Defendants stipulate to the certification of a "Settlement Class," which shall be defined as:

    All current and former non-exempt employees of Defendants who worked for Defendants in California at any time from June 26, 2020 through the date of Preliminary Approval (the "Class Period").

    Defendants represent that there are approximately 558 Settlement Class members. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

2. **PAGA Group**. For purposes of this Settlement only, Plaintiffs and Defendants stipulate to a sub-set of the Settlement Class called the "PAGA Group," which shall be defined as:

    all current and former non-exempt employees of Defendants who worked for Defendants in California at any time from June 21, 2023 through the date of Preliminary Approval (the "PAGA Period").

3. **Release by Settlement Class**. Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side taxes being fully funded by

Defendants, Plaintiffs and every Settlement Class member who does not opt out of the class portion of the Settlement ("Participating Class Members") will release and discharge Defendants and their parents, subsidiaries, directors, owners, shareholders, officers, insurers, including without limitation Kinsale Insurance Company, and attorneys, past and present, and each of them acting in concert with the foregoing (the "Released Parties") from the class action claims alleged in the First Amended Complaint, or that reasonably could have been alleged based on the facts stated in the First Amended Complaint, including without limitation claims premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay all final wages due at the end of employment, including vacation wages, (7) failure to reimburse all necessary business expenditures, and (8) claims for unfair competition based on the above, arising from their employment with Defendants ("Released Class Claims"). The time period governing the Released Class Claims shall be the Class Period.

4. **PAGA Release.** In addition, upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side taxes being fully funded by Defendants, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release the PAGA claims alleged in the First Amended Complaint and in Plaintiffs' LWDA notice letters, or that reasonably could have been based on the facts stated in the First Amended Complaint and in Plaintiffs' LWDA notice letters, including without limitation all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay all final wages due at the end of their employment, including vacation wages, (7) failure to reimburse all necessary business expenditures, and (8) failure to maintain accurate records, arising from their employment with Defendants ("PAGA Released Claims"). The time period governing the PAGA Released Claims shall be the PAGA Period. Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

5. **Gross Settlement Amount.** As consideration, Defendants agree to pay a "Gross Settlement Amount" or "GSA" of Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00) in full and complete settlement of the Litigation, as follows:

   A. The Parties have agreed to engage Phoenix Settlement Administrators ("Phoenix") as the "Settlement Administrator" to administer this Settlement.

   B. Defendants shall deposit the Gross Settlement Amount as follows:

      i. <u>Eighteen Monthly Installments</u>: Defendants shall deposit $200,00.00 of the GSA in eighteen (18) equal monthly installments of $11,111.11 each, with the first installment due five (5) Court days after the Court grants preliminary approval of the Settlement and each subsequent installment due every 30 days thereafter.

      ii. <u>Lump Sum Payment</u>: Defendants shall deposit the remaining $150,000.00 of the GSA in one lump sum, within 30 days of the Effective Date.

   The installment payments shall be deposited in an escrow account to be established by the Settlement Administrator pending the Effective Date. If the Court does not grant final approval of the Settlement, or if the Effective Date does not occur for any other reason despite the Parties' best efforts to obtain approval and to effectuate the Effective Date, then any payments made into the escrow account shall be returned by the Administrator to Defendants.

If any of the payment deadlines herein falls on a Saturday, Sunday, or bank holiday, the payment shall be due on the next date that is not a Saturday, Sunday, or bank holiday. Nothing shall preclude Defendants from funding all or a portion of the GSA in advance of the deadlines outlined herein if Defendants choose to do so.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes funding for:

i. All payments to the Settlement Class;

ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than $12,000.00;

iii. Up to $5,000.00 each to Plaintiffs as Class Representative Service Payments ($10,000 total), in recognition of Plaintiffs' contributions to the Litigation and to the Settlement Class;

iv. Class Counsel attorney fees of up to 35% of the GSA (currently estimated to be $122,500.00), plus litigation costs and expenses incurred by Class Counsel in relation to the Action as supported by declaration, which are currently estimated to be no greater than $25,000.00;

v. The Parties have set aside $30,000.00 of the GSA as PAGA civil penalties. Pursuant to the PAGA, 65% of such penalties, or $19,500.00, will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining 35%, or $10,500.00, will be payable to members of the PAGA Group as the "PAGA Amount" as discussed below.

D. The employer's share of payroll taxes on any wage portion of the payments to be made under this Settlement shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount. Defendants' share of payroll taxes shall be deposited by Defendants with the Settlement Administrator at the same time Defendants deposit the $150,000 lump sum payment pursuant to paragraph 3.B. above.

E. **Escalator Clause.** Defendants represents that Settlement Class members worked approximately 16,341 Workweeks (defined below) during the Class Period. This is a material representation for Plaintiffs to enter this Agreement. If the actual number of Workweeks worked by Settlement Class members during the Class Period exceeds this number by more than 10% (i.e., if Settlement Class members worked more than 17,975 Workweeks during the Class Period), then Defendants will have the option to either: (i) increase the Gross Settlement Amount by the increase in workweeks over 10% (e.g., if the number of workweeks worked during the Class Period is 11% greater than 16,341, the Gross Settlement Amount will increase by 1%); **or** (ii) truncate the end of the Class Period and PAGA Period on the date prior to the date on which the number of workweeks exceeded 10% greater than 16,341, such that the number of workweeks does not exceed 10% greater than 16,341 and this escalator provision will no longer be triggered.

If Defendants elect to truncate the end of the Class Period and PAGA Period under this provision, then the Class Period and PAGA Period will end on that date, and the notice to the Settlement Class will include the revised end date. In the event the Gross Settlement Amount increases because of this Escalator Clause, the additional amount shall be paid in equal amounts over the 18 installments described in paragraph 3(B)(ii) above. For example, if the Gross Settlement Amount increases by $18,000 because of this Escalator Clause, each of the 18 installments described in paragraph 3(B)(ii) above will increase by $1,000.

6. **Effective Date.** The "Effective Date" of the settlement agreement shall be the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court and Judgment is entered thereon, and (ii) Judgment approving the settlement becomes "final." If there are no objections to the Settlement, then the judgment will be final on the date the Court enters judgment. If there are objections, then the judgment will be final on the date after the last date to file an appeal of the judgment has passed with no appeal having been filed, or if an appeal is filed, the day after all appeals have been exhausted and the settlement is finally affirmed on appeal.

7. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim to receive a payment from the Settlement ("Settlement Award"). Each Settlement Award shall be comprised of the Settlement Class member's (i) payment from the Net Settlement Amount and (ii) payment, if any, from the PAGA Amount, as described in detail below.

   A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for Class Counsel's attorneys' fees and litigation costs, Plaintiffs' Class Representative Service Payment, the Settlement Administrator's administration costs, and PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA."

   B. <u>Payments from the Net Settlement Amount/Definition of "Workweeks"</u>: The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of workweeks worked for Defendants as a non-exempt employee in California during the Class Period ("Workweeks"). The Settlement Administrator will calculate each Participating Class Member's payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member's number of Workweeks, and the denominator of which is the total Workweeks of all Participating Class Members.

   C. <u>Payments from the PAGA Amount</u>: In addition to the NSA, 35% of the amount set side as PAGA civil penalties (i.e., $10,500.00) has been set aside as the "PAGA Amount," as mentioned above. The PAGA Amount shall be paid to all PAGA Group members, regardless whether they opt out of the class portion of the Settlement, based on the proportional number of pay periods each PAGA Group member was employed by Defendants in California during the PAGA Period ("PAGA Pay Periods"). Specifically, each PAGA Group member's payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Group member's number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all PAGA Group members.

D. Within five (5) business days following Defendants' deposit of the Gross Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within three (3) business days after receiving approval from counsel of its calculations, the Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payments to Plaintiffs, the PAGA payment to the LWDA, and Class Counsel's attorneys' fees and costs to Class Counsel. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.

E. For purposes of calculating applicable taxes and withholdings for Settlement Award payments, each Settlement Award shall be allocated as follows: for amounts paid from the PAGA Amount, 100% penalties; for amounts paid from the Net Settlement Amount, 33.33% wages, 33% penalties, and 33% interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, Defendants are responsible for the employer's share of the payroll taxes on the wage portion of the Settlement Awards, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.

F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it. Any funds payable to a Settlement Class member whose check is not cashed within 180 days after mailing will be deposited by the Settlement Administrator with the California Unclaimed Property Fund, in the name of the Settlement Class member whose check is not cashed.

G. Neither Plaintiffs nor Defendants, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

8. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of up to 35% of the Gross Settlement Amount (currently estimated at $122,500.00), plus actual costs and expenses as supported by declaration in an amount not to exceed $25,000.00. These amounts will cover any and all work performed and any and all costs incurred in connection with the Litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections. As noted above, the Settlement Administrator will mail Class Counsel the attorneys' fees and cost award when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator

will issue Class Counsel IRS Forms 1009 when the Settlement Administrator pays the fee and cost award allowed by the Court.

9. **Class Representative Service Payments.** Plaintiffs will request, and Defendants will not oppose, Class Representative Service Payments of $5,000.00 each to Plaintiffs (i.e., $10,000.00 total) from the Gross Settlement Amount for Plaintiffs' time and risks undertaken in prosecuting the Action and their service to the Settlement Class. These awards will be in addition to Plaintiffs' Settlement Awards as Settlement Class members and shall be reported on IRS Form 1099 by the Settlement Administrator. The Settlement Administrator will mail Plaintiffs their Class Representative Service Payments, and issue Plaintiffs IRS Forms 1099, at the same time that it mails the Settlement Awards to Settlement Class members.

10. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator. Defendants will not object to Plaintiffs' seeking permission to pay up to $12,000.00 from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for administering the Settlement. Among other things, the Settlement Administrator will be responsible for sending notices to Settlement Class members, calculating Settlement Awards and preparing all checks and mailings, posting the Judgment to its website, and other duties as described in this Settlement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members.

11. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

    A. Conditionally certifying the Settlement Class for purposes of this Settlement;

    B. Appointing Tuvia Korobkin, F. Shawn Azizollahi, and Alex Purcell of Marquee Law Group, APC as Class Counsel;

    C. Appointing Plaintiffs as Class Representatives for the Settlement Class;

    D. Approving Phoenix as Settlement Administrator;

    E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

    F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Estimated Settlement Award, attached hereto as Exhibits A and B, respectively), in English and Spanish, and directing the mailing of same; and

    G. Scheduling a Final Approval hearing.

12. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

    A. Within ten (10) Court days after entry of an order preliminarily approving this Agreement, Defendants will provide the Settlement Administrator with the name, last known address, last known phone number, and social security number; and the number of Workweeks worked for Defendants in California during the Class Period and number of PAGA Pay Periods worked for Defendants in California during the PAGA Period, for each Settlement Class member (the "Class Data"). The Class

Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

B. Within ten (10) Court days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the "Response Deadline"). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who excludes himself or herself from the Settlement Class will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received. The Parties and their counsel shall not take any action to encourage any Settlement Class member to request exclusion from the Settlement.

D. Objections. Settlement Class members who do not request exclusion may object to the Settlement by: (i) mailing a written objection to the Settlement Administrator as explained in the Class Notice, and/or (ii) appearing at the Final Approval hearing and making an oral objection. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and email address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object in writing but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected in writing. However, any Settlement Class member who has not requested exclusion may appear at the Final Approval hearing and make an oral objection. Any attorney who intends to represent an objecting Settlement Class member must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.

E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class Member's estimated Settlement Award as well as the information that was gleaned from Defendants' records in order to calculate the Settlement Award, including their number of Workweeks they worked for Defendants in California during the Class Period and their number of PAGA Pay Periods (if any) worked during the PAGA Period. Settlement Class members will have the opportunity, should they disagree with Defendants' records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be in writing, be mailed to the Settlement Administrator, and be postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

13. **Final Approval.** Following preliminary approval and the close of the period for submitting Requests for Exclusion, Objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval of the Settlement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees, costs, Class Representative Service Payments, PAGA civil penalties to the LWDA, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769.

14. **Personal Guaranty**. As part of this agreement, Defendants' owners, Sridhar Nagunuri ("Nagunuri"), Rajesh Rao ("Rao"), and Ramaprasad Samudrala ("Samudrala) (collectively, "Owners") have agreed to provide a personal guaranty of the Gross Settlement Amount. If Defendants fail to pay the Gross Settlement Amount, or any installment thereof, by the date such payment is due under this Settlement Agreement, Owners will be personally liable to Plaintiffs, Settlement Class members, and Class Counsel for any unpaid amount, and Plaintiffs and Class Counsel will be entitled to recover any unpaid amount from Owners, including reasonable attorneys' fees and costs incurred in securing such payment.

15. **Non-Admission of Liability.** Defendants deny liability as to the matters alleged in the Litigation. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.

16. **Confidentiality.** Plaintiffs and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiffs' spouses or to Plaintiffs' attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiffs.

17. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Cal. Rule of Court 3.769.

18. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.

19. **Enforcement Action.** In the event any Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.

20. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendants: Michelle Finkel Ferber, Ferber Law, APC, 2603 Camino Ramon, Suite 385, San Ramon, CA 94583; mferber@ferberlaw.com

if to Plaintiffs: Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuvia@marqueelaw.com

21. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

22. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

23. **Entire Agreement.** This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

24. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

AGREED TO AND APPROVED BY:

DATED: ___________________ **GOLDEN ROSELEAF LLC**

By: ________________________
Sridhar Nagunuri
Managing Member

DATED: ___________________ **GOLDEN ROSELEAF GARDENS OPCO LLC**

By: ________________________
Sridhar Nagunuri
Managing Member

DATED: ___________________ **GOLDEN ROSELEAF OROVILLE OPCO LLC**

By: ________________________
Sridhar Nagunuri
Managing Member

DATED: 6/1/2026 **MICHELLE HERNANDEZ**

Signed by:
C6BD67A133DF49C...
____
Plaintiff and Class Representative

DATED: 6/1/2026 **AMANDA MAGUIRE**

DocuSigned by:
A3C3FF38FDCF411...
____
Plaintiff and Class Representative

DATED: ___________________ **SRIDHAR NAGUNURI, IN HIS INDIVIDUAL CAPACITY**

____

DATED: ___________________ **RAJESH RAO, IN HIS INDIVIDUAL CAPACITY**

____

DATED: ___________________ **RAMAPRASAD SAMUDRALA, IN HIS INDIVIDUAL CAPACITY**

____

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

AGREED TO AND APPROVED BY:

DATED: 06/07/2026

GOLDEN ROSELEAF LLC

By: ______________________
Sridhar Nagunuri
Managing Member

DATED: 06/07/2026

GOLDEN ROSELEAF GARDENS OPCO LLC

By: ______________________
Sridhar Nagunuri
Managing Member

DATED: 06/07/2026

GOLDEN ROSELEAF OROVILLE OPCO LLC

By: ______________________
Sridhar Nagunuri
Managing Member

DATED: ________________

MICHELLE HERNANDEZ

____
Plaintiff and Class Representative

DATED: ________________

AMANDA MAGUIRE

____
Plaintiff and Class Representative

DATED: 06/07/2026

SRIDHAR NAGUNURI, IN HIS INDIVIDUAL CAPACITY

____

DATED: 06/09/2026

RAJESH RAO, IN HIS INDIVIDUAL CAPACITY

____

DATED: 06/09/2026

RAMAPRASAD SAMUDRALA, IN HIS INDIVIDUAL CAPACITY

____

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF BUTTE

MICHELLE HERNANDEZ and AMANDA MAGUIRE, Plaintiffs, vs. GOLDEN ROSELEAF LLC, GOLDEN ROSELEAF GARDENS OPCO LLC, GOLDEN ROSELEAF OROVILLE OPCO LLC, Defendants.	Case No. 24CV02130 **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees of Golden Roseleaf LLC, Golden Roseleaf Gardens Opco LLC, or Golden Roseleaf Oroville Opco LLC ("Defendants" or "Golden Roseleaf") who worked for Defendants in California at any time from June 26, 2020 through <<END OF CLASS PERIOD>> (the "Class Period").

PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.

Why should you read this Notice?

The Butte County Superior Court ("Court") has granted preliminary approval of a proposed class action settlement (the "Settlement") that resolves a class and representative action pending against Golden Roseleaf LLC, Golden Roseleaf Gardens Opco LLC, or Golden Roseleaf Oroville Opco LLC ("Defendants" or "Golden Roseleaf"), called *Michelle Hernandez, et al v. Golden Roseleaf LLC, et al*, Butte County Superior Court Case No. 24CV02130. This case will be referred to as the "Action" or the "Litigation."

Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

Golden Roseleaf's records show that you were employed by Golden Roseleaf as a non-exempt employee in California at some point between June 26, 2020 and <<END OF CLASS PERIOD>>. You are therefore a member of the proposed "Settlement Class." The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Litigation, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator's website, <<ADMIN WEBSITE>>.

What is this case about?

Plaintiffs Michelle Hernandez and Amanda Maguire ("Plaintiffs") have filed a lawsuit alleging that

Defendants violated California law. Specifically, Plaintiffs allege that Defendants: (i) failed to pay at least the minimum wage for all hours worked; (ii) failed to pay overtime wages; (iii) failed to provide meal periods; (iv) failed to authorize and permit rest periods; (v) failed to issue accurate itemized wage statements; (vi) failed to pay all wages, including vacation wages, timely upon termination; (vii) failed to reimburse business expenses; and, as a result of the above, (viii) engaged in unlawful business practices. In addition, Plaintiffs seek civil penalties under the California Labor Code Private Attorneys General Act ("PAGA"), for the above violations.

Plaintiffs' attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Defendants deny that they have done anything wrong and believe they have acted in compliance with all applicable laws and that Plaintiffs' claims have no merit. Defendants also deny that they owe any wages, restitution, penalties, or other damages. By agreeing to settle, Defendants do not admit liability on any of the factual allegations or claims asserted in the Litigation or that the Litigation can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendants have concluded that it is in their best interests to settle the Litigation on the terms summarized in this Notice. After Defendants provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

Plaintiffs and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for Golden Roseleaf, your decision about whether to participate in the Settlement will not affect your employment status. Golden Roseleaf's company policy and California law strictly prohibit unlawful retaliation. Golden Roseleaf will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who represents the Class?

Plaintiffs and the Settlement Class are represented by the following attorneys, whom the Court has appointed as "Class Counsel":

Attorneys for Plaintiffs / the Settlement Class:

MARQUEE LAW GROUP, APC
Tuvia Korobkin
tuvia@marqueelaw.com
F. Shawn Azizollahi
shawn@marqueelaw.com
Gary S. Brotman
gary@marqueelaw.com
Alex Purcell
alex@marqueelaw.com
9100 Wilshire Blvd., Suite 445 East
Beverly Hills, California 90212
Tel: (310) 275-1844
www.marqueelaw.com

What are the terms of the Settlement?

Golden Roseleaf has agreed to pay $350,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Litigation, including claims by Settlement Class members, attorneys' fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative Service Payments.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $12,000 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Costs. Class Counsel will ask for fees of up to 35% of the Gross Settlement Amount, currently estimated to be $122,500, as reasonable compensation for the work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $25,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Payment. Class Counsel will ask the Court to approve an award of $5,000 to each of the Plaintiffs ($10,000 total), who are also known as the "Class Representatives." This award is to compensate the Class Representatives for their service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate $30,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiff's PAGA claim. Pursuant to the requirements of the PAGA, 65% of that amount, or $19,500, will be paid to the California Labor & Workforce Development Agency ("LWDA"). The remaining $10,500 has been designated as the "PAGA Amount" and will be paid to certain Settlement Class members, known as PAGA Group members, as described below.

Calculation of Settlement Class Members' Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately $150,500. Together with the $10,500 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be $161,000.00. Payments to Settlement Class members, known as "Settlement Awards," will be calculated as follows:

NSA Payment: All Participating Class Members (i.e., all Settlement Class members who do not opt out of the Settlement) will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member's proportionate number of workweeks worked for Golden Roseleaf as a non-exempt employee in California during the Class Period.

PAGA Amount Payment: In addition to the NSA, $10,500 of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for Golden Roseleaf as a non-exempt employee in California at any time from June 21, 2023 to <<END OF CLASS PERIOD>> (the "PAGA Period"). This sub-group of the Settlement Class is known as the "PAGA Group." All members of the PAGA Group will receive a payment from the PAGA Amount in proportion to the number of pay periods that they worked for Golden Roseleaf as a non-exempt employee in California during the PAGA Period.

Deposit of Gross Settlement Amount and Distribution of Payments. The Gross Settlement Amount will be funded by Golden Roseleaf in nineteen payments, including eighteen monthly installments and one lump sum payment, as follows: (1) *Eighteen Monthly Payments*: Golden Roseleaf shall deposit $200,000 of the GSA in 18 equal monthly installments of $11,111.11 each, with the first installment due on <<5 Court days after prelim approval>> and each subsequent payment due every 30 days thereafter. (2) *Lump Sum Payment*: Golden Roseleaf shall deposit $150,000 of the GSA within 30 days of the Effective Date of the Settlement. Settlement Awards will be mailed approximately 8 business days after the Gross Settlement Amount is fully funded.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: for payments from the PAGA Amount, 100% penalties; for payments from the NSA, 33.33% wages (with withholdings taken), and 66.67% penalties and interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as "wages," and will issue IRS forms 1099 for all amounts designated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiffs and every Participating Class Member will release and discharge Defendants and their parents, subsidiaries, directors, owners, shareholders, officers, insurers, including without limitation Kinsale Insurance Company, and attorneys, past and present, and each of them acting in concert with the foregoing (the "Released Parties") from the class action claims alleged in the First Amended Complaint, or that reasonably could have been alleged based on the facts stated in the First Amended Complaint, including without limitation claims premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest breaks, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay all final wages due at the end of employment, including vacation wages, (7) failure to reimburse all necessary business expenditures, and (8) claims for unfair competition based on the above, arising from their employment with Defendants ("Released Class Claims"). The time period governing the Released Class Claims shall be the Class Period.

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release the PAGA claims alleged in the First Amended Complaint and in Plaintiffs' LWDA notice letters, or that reasonably could have been based on the facts stated in the First Amended Complaint and in Plaintiffs' LWDA notice letters, including without limitation all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to authorize and permit rest periods, (5) failure to provide accurate itemized wage statements, (6) failure to timely pay all final wages due at the end of their employment, including vacation wages, (7) failure to reimburse all necessary business expenditures, and (8) failure to maintain accurate records, arising from their employment with Defendants ("PAGA Released Claims"). The time period governing the PAGA Released Claims shall be the PAGA Period. Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for Golden Roseleaf in California during the Class Period and the number of pay periods you worked for Golden Roseleaf in California during the PAGA Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the funds from the check will escheat to the State of California Unclaimed Property Fund in your name.

How much money will I receive from the Settlement?

Based on Golden Roseleaf's records, your total Settlement Award is estimated to be **<<$XXXXX>>**, which includes <<$XXXXX>> from the Net Settlement Amount and <<$XXXXX>> from the PAGA Amount. The enclosed "Notice of Estimated Settlement Award" contains the data from Golden Roseleaf's records that was relied upon in calculating your estimated payment.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated as noted above. Your estimated Settlement Award is based on the number of workweeks you worked for Golden Roseleaf in California during the Class Period and the number of pay periods you worked for Golden Roseleaf in California during the PAGA Period. The information contained in Golden Roseleaf's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than <<RESPONSE DEADLINE>>, with your full name (as well as any former names you used while you worked for Golden Roseleaf), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Hernandez v. Golden Roseleaf* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, all PAGA Group members (i.e., all Settlement Class members who worked for Golden Roseleaf in California during the PAGA Period), even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for Golden Roseleaf), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 1 of the Butte County Superior Court, located at One Court Street, Oroville, California 95965. At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of costs/expenses, the Class Representative Service Payments, and the Settlement administration costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at <<website URL>>. You may also visit the Court website as described below. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court's website, https://www.butte.courts.ca.gov/ and click on "Case Search" to search the docket for this case. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

HERNANDEZ, et al v. GOLDEN ROSELEAF LLC, et al.

Butte County Superior Court Case No. 24CV02130

Please complete, sign, and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) **Please type or print your name:**

____

(First, Middle, Last)

(II) **Please type or print the following identifying information if your contact information has changed:**

____

Former Names (if any)

____

New Street Address

____

City State Zip Code

____

Phone number (if you wish to be contacted by phone)

(III) **Information Used to Calculate Your Estimated Settlement Award:**

According to Golden Roseleaf's records:

(a) you were employed for _____ workweeks for Golden Roseleaf as a non-exempt employee in California between June 26, 2020 and <<END OF CLASS PERIOD>>;

(b) you were employed for _____ pay periods for Golden Roseleaf as a non-exempt employee in California between June 21, 2023 and <<END OF CLASS PERIOD>>.

Based on the above, your Settlement Award is estimated at $__________, which includes $__________ from the Net Settlement Amount and $_________ from the PAGA Amount.

(IV) **If you disagree with either of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**

____

____

____

____

If you dispute the above information from Golden Roseleaf's records, Golden Roseleaf's records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether Golden Roseleaf's information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: ________________ **Signature: __________________**

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT 2

MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

June 21, 2024

Via Online Filing

Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via U.S. Certified Mail

Golden Roseleaf LLC
2239 Cattle Drive
Folsom, CA 95630

Via U.S. Certified Mail

Golden Roseleaf Gardens Opco, LLC
2239 Cattle Drive
Folsom, CA 95630

Via U.S. Certified Mail

Golden Roseleaf Oroville Opco, LLC
2239 Cattle Drive
Folsom, CA 95630

Via U.S. Certified Mail

Consolidated Carehomes, Inc.
6701 Koll Center Parkway, Suite 250
Pleasanton, CA 94566

Re: *Michelle Hernandez and Amanda Maguire v. Golden Roseleaf LLC, et al*

To Whom It May Concern:

Please be advised that this law firm represents Michelle Hernandez and Amanda Maguire (together, "Plaintiffs") in claims arising from their employment with Golden Roseleaf LLC, Golden Roseleaf Gardens OpCo LLC, Golden Roseleaf Oroville OpCo LLC, Consolidated Carehomes, Inc., and Does 1 through 100 (collectively, "GR"). Ms. Hernandez and Ms. Maguire are "aggrieved employees" as defined by Labor Code section 2698, *et seq*. due to GR's violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, "aggrieved employees" are all current and former employees of GR who have worked for GR in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Plaintiffs' contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

Ms. Hernandez was employed by GR as a non-exempt employee at GR's Roseleaf Gardens facility in Chico, CA from approximately September 2022, to on or about August 5, 2023, when Ms. Hernandez transferred to GR's Oroville facility. Ms. Hernandez worked for GR as a non-exempt employee at the Oroville facility from on or about August 7, 2023, until on or about February 26, 2024.

Ms. Maguire worked for GR as a non-exempt employee at GR's Oroville location from in or about March 2023 until in or about February 2024.

During Plaintiffs' employment with GR, GR regularly failed to pay Plaintiffs and other aggrieved employees for all hours worked. Specifically, Plaintiffs and other non-exempt employees frequently were unable to take 30-minute, off-duty meal periods. Nonetheless, GR would either require employees to clock out for a 30-minute meal period despite knowing that the employee had not taken a meal period, and/or would deduct "breaks" from employees' time records. Indeed, Ms. Hernandez's time records are replete with instances where she did not clock out for a meal period but approximately 30 minutes of "breaks" were nonetheless deducted from her time. Similarly, Ms. Maguire would frequently need to work through her lunch periods but was told by GR that she needed to clock out for a meal period regardless, or else GR would "fix" Ms. Maguire's time records to reflect a meal period. This practice resulted in Plaintiffs' and other non-exempt employees' pay to be shorted, resulting in unpaid wages, including minimum wages, overtime wages, and/or double-time wages.

In addition, Plaintiffs would often work beyond their scheduled hours without compensation, as GR would simply not pay for this time or, on information and belief, would modify their time records to delete time worked that was not scheduled. These practices have resulted in further underpaid overtime and double-time wages. On information and belief, other non-exempt employees would also not be paid for all of their hours worked.

As noted above, GR has failed to provide their non-exempt employees, including Plaintiffs, with uninterrupted off-duty 30-minute meal periods. Plaintiffs' job duties, and GR's failure to properly staff its facilities, frequently kept Plaintiffs and other employees too busy to take a meal break at all, and/or forced them to take a late (i.e., after 5 hours) or short (i.e., less than 30 minutes) meal period. Indeed, Ms. Hernandez's time records are replete with instances where she did not take any meal period. For example, on or about December 21 to 22, 2023, Ms. Hernandez's time records reflect that she worked a shift of nearly 16 hours without a single break recorded. Ms. Hernandez's time records also reflect late and short meal periods, such as on October 5, 2022, when her time records reflect that Ms. Hernandez took her meal period after more than 5 hours of work, and that her meal period was less than 30 minutes. Ms. Maguire likewise was often too busy to take a timely, 30-minute meal period. As noted above, Ms. Maguire was told by GR that she needed to clock out for a meal period (even though she worked through it) or else GR would "fix" her time records to reflect a meal period. GR also failed to provide second meal periods on shifts over 10 hours.

GR required Ms. Hernandez and other aggrieved employees to sign an "on-duty" meal period agreement; however, the jobs that Plaintiffs and other employees held did not qualify for such an agreement. Specifically, in order for an on-duty meal period agreement to be lawful, among other things, the "nature of the work" must prevent the employee from being relieved of all duty. (See Wage Order 5, § 11(A).) Here, it was the workload imposed by GR, and GR's chronic under-staffing, that prevented Plaintiffs and other employees from taking meal period, not the "nature of the work."

Despite failing to provide Plaintiffs and other non-exempt employees with legally compliant meal periods, GR has failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, GR has maintained no payroll code or other mechanism for paying meal period premiums when GR failed to provide a legally compliant meal period.

GR has also failed to authorize and permit compliant rest periods to Plaintiffs and other non-exempt employees. As with meal periods, the workload and under-staffing imposed by GR often made it impracticable to take a 10 minute off-duty rest period for each four hours of work (or major fraction thereof). Despite failing to authorize and permit legally compliant rest periods to Plaintiffs and other non-exempt employees, GR has failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, GR has maintained no payroll code or other mechanism for paying rest period premiums when GR failed to authorize and permit a legally compliant rest period.

GR has also failed to reimburse Plaintiffs and other employees for expenses they incurred in the course of their employment. Specifically, GR required Plaintiffs and other employees to use their personal cellphones to download a time keeping application, "Humanity." Plaintiffs were required to use this application to clock in and out for their shifts each day. Ms. Hernandez also regularly received messages and/or phone calls on her personal cell phone from management to discuss work related subjects; on information and belief, other employees were likewise required to use their personal cell phones to communicate with management. GR also required Plaintiffs and other aggrieved employees to purchase their own badges, badge holders, walkie talkies, and/or other items, without reimbursement.

Despite requiring Plaintiffs and other employees to use their personal property for work-related purposes and/or purchase items for work, GR has failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cell phone bill. As a result of the foregoing, Plaintiffs and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for "reasonable percentage" of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

As a result of GR's failure to pay all minimum wages and overtime wages due, its failure to account for and compensate for all hours worked by its employees, and/or its failure to pay meal and rest period premium wages, GR has failed to pay all wages to Plaintiffs and other formerly employed non-exempt aggrieved employees at the separation of their employment.

As a further result of GR's unlawful practices described above, GR has maintained inaccurate payroll records and has issued inaccurate wage statements to Plaintiffs and other non-exempt aggrieved employees.

GR also failed to provide Ms. Maguire and other employees with any wage statement at all on multiple occasions. Specifically, shortly before the end of Ms. Maguire's employment with GR, GR issued a new policy wherein every employee was to be paid via direct deposit. Following implementation of this new policy, GR experienced technical issues with several of its employees, including Ms. Maguire, wherein GR was unable to pay those employees via direct deposit. Instead, GR issued those employees' pay via written check. However, GR did not provide any sort of wage statement in connection with those written checks, and Ms. Maguire and the other affected employees had no accounting of the number of hours for which they were being paid, the rate(s) of pay at which they were being paid, any deductions that were made, or any of the other requirements set forth under Labor Code section 226, *et seq*.

GR also failed to pay Plaintiffs all of their earned but unused vacation wages at termination. Specifically, GR failed to properly track the amount of vacation leave that Ms. Hernandez accrued during her employment, and as a result, the vacation pay that was paid out to her at termination was under-paid. Ms. Hernandez noticed that GR was not properly calculating the amount of vacation leave she had accrued—at one point even showing that Ms. Hernandez had a negative number of vacation hours available—and complained to GR, requesting that GR correct the error. However, GR failed to fix the error. Thus, the amount of vacation leave that GR paid Ms. Hernandez upon termination of her employment was not for the true number of vacation hours that Ms. Hernandez had accrued and totaled less than the amount of vacation leave for which Ms. Hernandez should have been compensated. Similarly, Defendants failed to provide Ms. Maguire with an accounting of the amount of vacation leave for which she was paid at the conclusion of her employment, since, as noted above, GR merely gave Ms. Maguire a check without any corresponding wage statement setting forth what Ms. Maguire was being paid for. Further, GR had verbally told Ms. Maguire that GR would not pay Ms. Maguire for her unused vacation leave, and so Ms. Maguire is informed and believes and thereon alleges that she was not paid for her unused vacation leave at the end of her employment with GR. On information and belief, GR failed to properly track the vacation accruals of other non-exempt employees, resulting in their not being paid all accrued vacation wages on termination. This practice violates Labor Code § 227.3, which requires that all accrued but unused vacation be paid out to separating employees, and *Suastez v. Plastic Dress-Up Co.*, 31 Cal.3d 774 (1982), which held that "[o]nce vested, the right [to vacation pay] is protected from forfeiture by Section 227.3."

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As described above, GR committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Minimum Wage Violations

GR was, and is, required to pay Plaintiffs and other non-exempt aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. *See* Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 5, § 4. As alleged above, GR maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Plaintiffs and other non-exempt aggrieved employees for all hours worked. As a result of these policies/practices, Plaintiffs and other non-exempt aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Overtime Violations

GR was, and is, required to properly compensate non-exempt employees, including Plaintiffs and other non-exempt aggrieved employees, for all overtime hours worked pursuant to Labor Code §§ 510 and 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay an employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess of 8 hours per workday or over 40 hours in a workweek and for the first eight (8) hours on the seventh (7th) day of work. Wage Order 5, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in the workweek. As alleged herein, GR has failed to properly pay overtime and/or double-time wages to Plaintiffs and other non-exempt aggrieved employees, in violation of California law.

Meal Period Violations

As alleged herein, GR has failed in its affirmative obligation to provide its employees in California, including Plaintiffs and other non-exempt aggrieved employees, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 5. Despite GR's violations, GR has not paid an additional hour of pay to Plaintiffs and other non-exempt aggrieved employees at their respective "regular rates of compensation," in accordance with California Labor Code §§ 204, 210, 226.7, 512, and 1198, for all such meal period violations.

Rest Period Violations

As alleged herein, GR has failed in its affirmative obligation to authorize and permit all its non-exempt employees in California, including Plaintiffs and other non-exempt aggrieved employees, all legally-compliant rest periods in accordance with the mandates of the California Labor Code and Wage Order 5. Despite GR's violations, GR has not paid an additional hour of pay to Plaintiffs and other non-exempt aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, 516, and 1198.

Failure to Reimburse Expenses

As alleged above, Plaintiffs and other aggrieved employees have been required to use their personal cell phones for work purposes and purchase other items for work without reimbursement. Although Plaintiffs and other aggrieved employees incurred these expenses in direct discharge of their job duties and/or at GR's direction, GR has not reimbursed them for their necessary work expenditures during the relevant time period. GR's policy of not providing reimbursement for necessary work expenditures violates Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Plaintiffs and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses, with interest.

Failure to Pay All Wages Owed at Termination

As alleged herein, GR has failed to pay Plaintiffs and other aggrieved former employees all wages owed to them at the time of termination of employment, including but not limited to all minimum and overtime wages, meal and rest period premium wages, and accrued but unused vacation wages. This violates Labor Code §§ 201-202, which require prompt payment of all wages due at the end of employment when an employee is terminated or quits, and Labor Code § 227.3, which requires the payment of all accrued but unused vacation wages at termination of employment.

Wage Statement Violations

As alleged above, GR has, as a matter of uniform policy and practice, failed to furnish Plaintiffs and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, total hours worked, gross and net wages earned, and hours worked at each rate of pay, in violation of Labor Code § 226(a). And as further alleged above, GR has failed to issue any wage statements at all to Plaintiffs and/or other aggrieved employees in certain pay periods.

Plaintiffs are informed and believe, and based thereon allege, that the violations alleged herein are continuing to the present and are ongoing. As "aggrieved employees," Plaintiffs will initiate a civil action on behalf of themselves, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Plaintiffs' investigation, and on information and belief, GR has committed the following Labor Code violations:

a. GR has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiffs and other non-exempt aggrieved employees all overtime and/or double-time compensation earned;

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b. GR has violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Plaintiffs and other non-exempt aggrieved employees at least the statutory minimum wage for all hours worked;

c. GR has violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Plaintiffs and other non-exempt aggrieved employees at the employees' respective regular rates of compensation for meal period violations;

d. GR has violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Plaintiffs and other non-exempt aggrieved employees at the employees' respective regular rates of compensation for rest period violations;

e. GR has violated Labor Code §§ 201-203 and 227.3 by failing to pay all wages owed to Plaintiffs and other aggrieved former employees at their separation of employment, including but not limited to minimum wages, overtime wages, meal and rest period premium wages, and accrued but unused vacation wages;

f. GR has violated Labor Code §§ 226 and 1198 by failing to furnish Plaintiffs and other aggrieved employees with wage statements, and/or accurate and complete itemized wage statements;

g. GR has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse or indemnify Plaintiffs and other aggrieved employees for business expenses incurred in the course of their employment;

h. GR has violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records of the hours worked by Plaintiffs and other non-exempt aggrieved employees.

Pursuant to Labor Code section 2699.3, please notify our office and GR if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.

____
Tuvia Korobkin

Tuvia Korobkin <tuvia@marqueelaw.com>

Thank you for your Amended PAGA Claim Notice Submission.

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov> Fri, Jun 21, 2024 at 12:57 PM
To: tuvia@marqueelaw.com

06/21/2024 12:56:42 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm