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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DESTINY VASSAR, on behalf of herself and all others similarly situated, and the general public, *Plaintiff*, v. GENESIS HEALTHCARE MANAGEMENT, LLC, a California limited liability company; ASPIRE COUNSELING SERVICES, LLC, a California limited liability company; GENESIS MEDICAL MANAGEMENT, LLC, a California business entity of unknown form; and DOES 1 through 50, inclusive, *Defendants*.	Case No.: BCV-24-102892 CLASS ACTION [*Assigned for all purposes to Hon. Thomas S. Clark, Dept. 17*] **DECLARATION OF DAVID KELEDJIAN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT UNDER CALIFORNIA LABOR CODE §§ 2698 *et. seq.*** *[Filed concurrently with Plaintiff's Notice of Motion and Motion; and [Proposed] Order]* Hearing Date: December 03, 2025 Time: 8:30 a.m.

DECLARATION OF DAVID KELEDJIAN

I, David Keledjian, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I am a senior counsel at D.Law, Inc., and attorney of record for Plaintiff DESTINY VASSAR ("Plaintiff") on behalf of Plaintiff and Aggrieved Employees of Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, a California limited liability company; ASPIRE COUNSELING SERVICES, LLC, a California limited liability company; and DOES 1 through 50, inclusive ("Defendants.") I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am Senior Counsel at D.Law, Inc., counsel of record for Plaintiff Destiny Vassar ("Plaintiff") on behalf of Plaintiff and Aggrieved Employees of Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, a California limited liability company; ASPIRE COUNSELING SERVICES, LLC, a California limited liability company; and DOES 1 through 50, inclusive ("Defendants"). My firm, D.Law, Inc., and I are referred to herein as "PAGA Counsel."

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion for Approval of PAGA Settlement under California Labor Code 2698, *et seq*.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. On August 26, 2024, Plaintiff filed a class-action complaint in the Kern County Superior Court, Case No. BCV-24-102892, against Defendants alleging claims under the California Labor Code (the "Labor Code") for (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (5) Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203); (6) Failure to Indemnify (Lab. Code § 2802); (7) Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq*.) (the "Action").

5. On or about August 22, 2024, Plaintiff submitted her notice letter to the California Labor & Workforce Development Agency ("LWDA") and Defendants, alleging that Defendants committed various wage and hour violations under the California Labor Code and were entitled to civil penalties under the Private Attorneys General Act ("PAGA.")

6. On or about November 18, 2024, the Parties stipulated that Plaintiff's individual and class claims in the Action would be dismissed without prejudice and she be granted leave to file a First Amended Complaint to add a cause of action for civil penalties under PAGA against Defendants. On or about November 22, 2024, Plaintiff filed her First Amended Complaint, dismissing all her class claims and adding a single cause of action for civil penalties under PAGA against Defendants ("Operative Complaint.")

7. On January 29, 2025, Plaintiff dismissed former Defendant Genesis Medical Management, LLC, from this action. The Court granted dismissal of former Defendant Genesis Medical Management, LLC on February 3, 2025.

8. On July 17, 2025, the Parties attended an all-day mediation with experienced mediator Hon. Howard R. Broadman (Ret.) and subsequently settled the Action. The Settlement Agreement reached between the parties does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against Defendants in the Action. (*See* Exhibit 1, ¶¶ 2.1, 2.4.) Defendants deny all liability in the Action.

9. Prior to mediation, Plaintiff conducted extensive informal discovery and Defendants provided data, numbers, and documents, including electronic payroll and timekeeping data for representative sampling of Aggrieved Employees, information and documentation regarding Defendants' wage and hour policies, expense report data and information, and meal period information. The information and data exchanged by Plaintiff and Defendants prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

10. As mentioned above, on July 17, 2025, the parties attended an all-day mediation with highly respected wage and hour mediator Hon. Howard R. Broadman (Ret.) and agreed to a global settlement of the Action. The general terms for settling this Action were memorialized in the long-form Settlement Agreement now before the Court for approval, which was fully executed on October 15, 2025. The PAGA Settlement Agreement is attached hereto as **Exhibit 1**.

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

12. For purposes of the Settlement, Aggrieved Employees or PAGA Members are defined as: all current and former hourly-paid, employees employed by Defendants throughout California any time during the PAGA Period, which is August 26, 2023, through September 15, 2025. Based on its records, Defendants estimate that there are approximately 190 Aggrieved Employees who collectively worked 4,116 periods between August 26, 2023, through July 15, 2025. Based on this information, and using a straight average, Plaintiff estimates that each Aggrieved Employee will receive a payment of approximately $140.49 ($26,692.19 divided by 190 Aggrieved Employees).

13. The Settlement Agreement requires Defendants to pay the total sum of $150,000.00 (the "Gross Settlement Amount" or "GSA"). The Gross Settlement Amount will be allocated as follows, pending Court approval:

a) Attorneys' fees in the amount of 33% of the GSA or $50,000.00 ("PAGA Counsel Fees Payment") and litigation costs in the amount of not more than $13,736.59 ("PAGA Counsel Litigation Expenses Payment");

b) An enhancement payment to the named Plaintiff, Destiny Vassar, in the amount of $5,000;

c) Administration costs of up to $5,000 to be paid to the Settlement Administrator

("Administration Expenses Payment"), Simpluris, Inc. for sending notices and for calculating settlement shares and preparing all checks and mailings; and

d) The remainder of the Gross Settlement Amount (the "Net Settlement Amount") after deducting the above costs is approximately $76,263.41, and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 65% ($49,571.22) being paid to the LWDA (the "LWDA PAGA Payment") and 35% ($26,692.19) being paid to the Allegedly Aggrieved Employees on a pro-rata basis ("Individual PAGA Payment"). The Aggrieved Employees will receive an average of approximately $140.49 per person ($26,692.19 divided by 190 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the data given at the time of mediation) as their share of the Individual PAGA Payment.

14. The Parties agreed to use Simpluris, Inc. ("Simpluris") as the third-party settlement administrator in this case. Simpluris will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of Settlement (which is attached as Exhibit A to the Settlement Agreement) and calculating and distributing the settlement checks, among other duties. Simpluris capped its fees at $3,821.00 for administering the Settlement, and based on PAGA Counsel's experience in other class and PAGA settlements, Apex's costs for administering this Settlement are fair and reasonable. A detailed summary of the services, qualifications, and experience of the Administrator, including a discussion of its procedures regarding safeguarding employee data and settlement funds, is contained in the Declaration of Michael Bui, Senior Director of Client Services for Simpluris, Inc. attached hereto as **Exhibit 2.**

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

settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm's length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

THE STRENGTH OF PLAINTIFF'S CASE IN LIGHT OF THE SETTLEMENT AMOUNT

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

- Failed to pay the Aggrieved Employees minimum wages and overtime for "off-the-clock" work. Specifically, Defendants were systemically required to perform work-related tasks during unpaid meal periods, for which no wages were paid. Further, Plaintiff and Class Members were systemically required to perform work, while off-the-clock after their scheduled shift, to complete their excessive workload.
- Failed to provide the Aggrieved Employees with compliant meal periods because they regularly had to delay or work through their meal periods due to Defendants' requirement that Aggrieved Employees respond to work demands during breaks.
- Rounded hours worked to the detriment of the Aggrieved Employees.
- Failed to provide the Aggrieved Employees with compliant rest periods as they required Aggrieved Employees to respond to work demands during breaks and therefore frequently received interrupted, shortened, or no rest periods.
- Failed to provide accurate wage statements, including the failure to include all hours worked by the Aggrieved Employees.
- Failed to maintain accurate records of Aggrieved Employees' hours worked and earned wages and meal periods.
- Failed to pay all wages owed to Aggrieved Employees at the end of employment.
- Failed to reimburse the Aggrieved Employees for business expenses, including the use

of their personal cell phones for work, and mileage and gas on their personal vehicles for driving to and from work-related events and for completing their work duties.

17. Defendants denied and continues to deny all of the claims made by Plaintiff in this Action and contend that it acted at all relevant times in conformance with the law. Defendants contend that Plaintiff and the Aggrieved Employees were paid for all hours worked, that Defendants prohibited Plaintiff and the Aggrieved Employees from working beyond their scheduled shifts, and that any "off-the-clock" work was performed without Defendants' knowledge and de minimis; that Defendants provided lawfully compliant meal and rest periods and that any deviations were at the voluntary election of Plaintiff and/or the Aggrieved Employees and not at the request of Defendants or due to work requirements; that Defendants paid all requisite meal and rest period premiums; that Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendants' wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendants in a settlement.

PAGA Penalties

18. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of themselves and other aggrieved employees for Defendants' violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-five (65) percent of the penalties recovered must be allocated to the LWDA, with the remaining thirty-five (35) percent allocated to the affected employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of $100 per violation applies in the absence of a determination that a violation actually occurred.

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19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period. (Exhibit 1, Paragraph 1.19.) Plaintiff estimated that the maximum potential exposure on the PAGA claim is $411,600.00, calculated by multiplying the total number of PAGA Pay Periods (4,116) by $100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay Period (i.e., Plaintiff did not stack the PAGA penalties in her damages calculation).

20. Case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v. Genesis Logistics,* 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief…The violation of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666, 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012) ("There is no authority that "would permit double recovery of essentially the same penalties.")

21. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that "a court <u>may award</u> a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from $41 million to $775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from $5.4 million to $325,000); *Fleming v. Covidien*, Inc. (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from $2.8 million to $375,000).). In departing from the $100/pay period calculation to arrive at the $150,000.00 Gross Settlement Amount in this case, Plaintiff considered various reasons why the Court may reduce any eventual recovery at its discretion, and considered that PAGA penalties are not mandatory but permissive.

22. The Gross Settlement Amount of $150,000.00 is approximately 36.44% of the maximum potential exposure of $411,600.00. The Gross Settlement Amount therefore represents a strong value at approximately $36.44 per Pay Period. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable.

REQUEST FOR ATTORNEYS' FEES AND COSTS

23. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees in the amount of **$50,000.00** and an award of litigation costs to PAGA Counsel of **$13,736.59.** D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**.

24. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement if it is approved.

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

26. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers

that the client may accept without ensuring that we receive a reasonable fee or changes in the law that substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens of thousands of dollars in out-of-pocket expenses, which can only be recovered if the outcome of the case is substantially successful.

27. PAGA Counsel is well acquainted with the contingent-fee market throughout California, particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action and PAGA suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceeds one-third of the recovery. PAGA Counsel's recent attorneys' fees awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

28. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than forty percent of the gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc*. (Orange County Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in Haitz v. Meyer, et al., Alameda County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in Elliott v. Clothestime (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

29. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay records, employment handbooks, Plaintiff's personnel file, relevant policies and other documentation, researched the applicable law and potential defenses, constructed damage models

based on interpretations of California law, appeared for the initial case management conference and conferred with defense counsel, drafted reports and other pleadings for the Court attendant to the case, engaged in meet and confer efforts with Defendants, prepared for and participated in mediation, reviewed information provided by Defendants at the mediation, drafted and revised the settlement agreement and notice, and drafted this Motion. I have reviewed the records of time PAGA Counsel expended in this matter and conservatively estimate that PAGA Counsel has invested at least 71.7 hours of attorney time in this matter.

30. I provide a detailed summary of my background and experience below. In light of my background and experience, my current billing rate is $925.00 (9 years out of law school). I estimate that I have spent at least 20.4 hours on this matter to date. Attorney Svetlana Hovhannisyan spent approximately 38.3 hours on this matter, and her current billing rate is $475.00 (1 year out of law school). The lodestar for PAGA Counsel is $37,062.50 ($18,870.00 for my time, and $18,192.50 for Svetlana Hovhannisyan's time.) This figure does not reflect work performed by other attorneys on this matter. Thus, the fee request of $50,000.00 is significantly less than the amount warranted by the lodestar analysis. Moreover, Plaintiff requests the court apply a multiplier of 1.35 to the fees requested.

31. In light of the foregoing, the fee request in an amount equal to thirty-three percent of the settlement in this case is well within the bounds that have been established by the above-cited authority.

EXPERIENCE AND VIEWS OF COUNSEL

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

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

34. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California corporation* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in Tuolumne, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo*

Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in Tuolumne, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in Tuolumne, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in Tuolumne, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

35. I and the other attorneys at D.Law who are available to assist us in this case if needed are fully capable of adequately and fairly representing the proposed Aggrieved Employees in this matter.

36. I am Senior Counsel at D.Law. I received my Bachelor of Arts from the California State University of Fullerton in Economics. I received my J.D. from Trinity Law School in May 2018. Since graduating from law school, I have dedicated virtually my entire career on the practice of employment law. I have significant experience specifically working on wage and hour class actions from the plaintiff's side.

37. Attorney Svetlana Hovhannisyan graduated from the University of California, Berkeley, in 2020, and from Loyola Law School in 2024. Since graduating law school, she has almost exclusively practiced in the area of employment law, representing clients in complex class actions and representative actions in wage and hour claims.

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

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

PLAINTIFF'S SERVICE AS PAGA REPRESENTATIVE

40. Plaintiff served the interests of the PAGA Members well by performing considerable services on behalf of those similarly aggrieved, since she first searched for an attorney, collected and gathered the requested documents and information, met with her attorneys, made herself available every time PAGA Counsel called about Defendants' policies and procedures produced in informal discovery or discussed during conversations with opposing counsel or raised in pleadings filed in this matter. Plaintiff continued to be engaged in settlement negotiations that were ultimately required to reach a settlement in this case. Further, Plaintiff does not have any interests that are adverse to those of the Aggrieved Employees.

SUMMARY

41. The Settlement was reached as a result of arm's-length negotiations and have been, at all times, adversarial and non-collusive in nature. The Parties recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and PAGA Counsel

are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' compelling defenses thereto, and the difficulties in establishing damages for the Aggrieved Employees. Based on the foregoing, Plaintiff and PAGA Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the Aggrieved Employees.

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

43. A true and correct copy of the Declaration of Michael Bui (Senior Director of Client Services for Simpluris, Inc.) is attached hereto as **Exhibit 2.**

44. A true and correct copy of D.Law's costs as of this date is attached hereto as **Exhibit 3.**

45. On October 31, 2025, my office submitted the Settlement and this Motion to the LWDA by uploading it to the LWDA's website concurrently with the filing of this Motion. A copy of the confirmatory email my office received from the LWDA after submission is attached hereto as **Exhibit 4**.

46. I am not aware of any class or other representative action in any other court that asserts claims similar to those alleged in the action being settled.

47. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 31st day of October 2025, at Glendale, California.

/s/ David Keledjian
David Keledjian

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff DESTINY VASSAR ("Plaintiff") and Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, and ASPIRE COUNSELING SERVICES, LLC ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as the "Parties."

As detailed below, in the event the Court does not enter an order granting final approval of this PAGA Settlement Agreement, as defined below, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

1. <u>DEFINITIONS.</u>

1.1 <u>"Action"</u> means the Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Vassar et al vs. Genesis Healthcare Management, LLC, a California Limited Liability Company et al.,* initiated on August 26, 2024, in the Superior Court of the State of California, County of Kern.

1.2 <u>"Administrator"</u> means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 <u>"Administration Expenses Payment"</u> means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's bid, not to exceed Five Thousand Dollars ($5,000.00) submitted to the Court in connection with approval of this Settlement.

1.4 <u>"Aggrieved Employee"</u> means any individual who was directly employed by Defendants in California as a non-exempt employee and who worked during at least one day in California during the PAGA Period.

1.5 <u>"Aggrieved Employee Data"</u> means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, social security number, and number of PAGA Pay Periods.

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

1.7 <u>"Approval Order"</u> means the proposed Court Order Granting Approval of PAGA Settlement.

1.8 <u>"Court"</u> means the Superior Court of California, County of Kern.

1.9 <u>"Defense Counsel"</u> means Vanessa Franco Chavez and Makala E. Reha of Klein, DeNatale, Goldner, Cooper, Rosenlieb, & Kimball, LLP.

1.10 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the PAGA Settlement; and (b) the Judgment is final. The Judgment is final upon the earliest of the following events: (i) if the Court denies approval of the settlement, with prejudice, the expiration of the period for filing any appeal, writ, or other appellate proceeding regarding the denial of the approval of the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) if an appeal is filed, the dismissal of any appeal, writ, or other appellate proceeding opposing the Settlement with no right to pursue further remedies or relief; or (iii) if the Court denies approval of the settlement, with prejudice, upon the expiration of any time to file a petition for rehearing and the expiration of any time to file any petition in the California Supreme Court or the Supreme Court of the United States following a final appellate opinion or order upholding the Court's denial with no right to pursue further remedies or relief. Parties intend that the PAGA Settlement shall not become effective until the Court's order approving the Settlement is completely final and there is no further recourse by an appellant who seeks to contest the Settlement. Should the Court grant the approval of the Settlement, with no material changes, both Plaintiff and Defendants agree to waive any right to appeal the approval order.

1.11 "Gross Settlement Amount" means One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, Plaintiff's Enhancement Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods each Aggrieved Employee worked during the PAGA Period, divided by the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period.

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

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

1.15 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount, to be paid as follows: 35% to Aggrieved Employees as Individual PAGA Payments and 65% to the LWDA.

1.17 "PAGA Counsel" means David Yeremian, David Keledjian, and Svetlana Hovhannisyan of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

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

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

1.20 “PAGA Period” means the period from August 26, 2023, through September 15, 2025, unless otherwise modified as provided for in Paragraph 8, below.

1.21 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 *et seq*.).

1.22 “PAGA Notice” means Plaintiff’s August 22, 2024, letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a). (LWDA Case No. LWDA-CM-983683-23).

1.23 “PAGA Penalties” means the total amount of net PAGA civil penalties to be paid from the Net Settlement Amount, allocated as 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

1.24 “Plaintiff” means DESTINY VASSAR, the named plaintiff in the Action.

1.25 “Plaintiff’s Enhancement Payment” means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

1.26 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph **Error! Reference source not found.** below.

1.27 “Released Parties” means GENESIS HEALTHCARE MANAGEMENT, LLC, and ASPIRE COUNSELING SERVICES, LLC and each of their respective affiliated or related entities, as well as former, future, and present parent, joint venturers, and affiliated corporations and partnerships; their directors, officers, shareholders, owners, members, managers, partners, customers, employees, attorneys, agents, insurers, predecessors, successors, assigns, and subsidiaries; and any other individuals, entities, successors, assigns, or legal representatives who could be liable for any of the Released Claims.

1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On August 26, 2024, Plaintiff commenced this Action by filing a Class Action Complaint in the Kern County Superior Court for the State of California alleging causes of action against Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, ASPIRE COUNSELING SERVICES, LLC, and GENESIS MEDICAL MANAGEMENT, LLC, for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages and Overtime; (4) Failure to Provide Accurate Written Wage Statements; (5) Failure to Timely Pay All Final Wages; (6) Failure to Indemnify; and (7) Unfair Competition (the

"Complaint.") Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in the Complaint, and deny any and all liability for the causes of action alleged. Defendants further deny that, for any purpose other than settling this Action, these claims are appropriate for representative treatment.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff purports to have given timely written notice to GENESIS HEALTHCARE MANAGEMENT, LLC, ASPIRE COUNSELING SERVICES, LLC, and GENESIS MEDICAL MANAGEMENT, LLC and the LWDA by sending the PAGA Notice on August 22, 2024.

2.3 On November 22, 2024, pursuant to an alleged arbitration agreement and an alleged individual settlement agreement provided by Defendants signed by Plaintiff, Plaintiff filed a First Amended Complaint, dismissing all class causes of action in the Complaint and adding a single cause of action for Civil Penalties pursuant to Labor Code § 2698, *et seq*., (the "Operative Complaint.") Moreover, Plaintiff filed a request to dismiss her class claims on December 6, 2024. Further, Defense Counsel provided a signed declaration that GENESIS MEDICAL MANAGEMENT, LLC did not employ any non-exempt hourly employees in the State of California during the class period, leading Plaintiff to file a Request for Dismissal of Defendant GENESIS MEDICAL MANAGEMENT, LLC on January 29, 2025, which was later granted by the Court on February 3, 2025.

2.4 On July 15, 2025, the Parties participated in a mediation presided over by The Honorable Howard Broadman (Ret.), which led to this Agreement to settle the Action, which each Party believes is fair, reasonable, and adequate. The Parties agree that this Agreement is for settlement purposes only and if, for any reason, the approval of the Settlement is denied with prejudice by the Court, this Agreement will be of no force or effect. In such event, nothing in this Agreement shall be used or construed by or against any party as a determination, admission, or concession of any issue of law or fact in the Action; and the Parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of this Action as if this Agreement never existed.

2.5 Prior to mediation, Plaintiff obtained, through informal discovery, the relevant policies, procedures, and data from Defendants. The Parties have conducted a thorough investigation into the facts of the Action and have informally exchanged extensive data and information, as well as pertinent documents, relating to the underlying alleged violations. Defendants also produced a random sample of the electronic time and payroll records for Aggrieved Employees. Based on the foregoing data and on their own independent investigation and evaluation, PAGA Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendants, and potential appellate issues.

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

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33%, which is currently estimated to be $50,000.00 (Fifty Thousand Dollars and Zero Cents), and PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Plaintiff: An enhancement payment not to exceed $5,000.00 (Five Thousand Dollars and Zero Cents) to Plaintiff, subject to Court approval. This payment will be in addition to any Individual PAGA Payment the named Plaintiff is entitled to receive under this Agreement as an Aggrieved Employee. Defendants will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $5,000.00 (Five Thousand Dollars and Zero Cents) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount will be paid as PAGA Penalties, 65% of which will be allocated to the LWDA PAGA Payment and 35% of which will be allocated to the Individual PAGA Payments to be paid to the PAGA Employees on a *pro rata* basis as noted below. Subject to the Court's approval, the current estimated Net Settlement Amount is $75,000.00, such that the LWDA PAGA Payment is estimated to be $48,750.00 and the Individual PAGA Payments are estimated to be $26,250.00.

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

3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate there were 190 Aggrieved Employees who worked a total of 4,116 PAGA Pay Periods through the date of mediation on July 15, 2025.

4.2 Aggrieved Employee Data. Within 15 days after the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. PAGA Counsel shall not receive a copy of the Aggrieved Employee Data or any content thereof. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. At least 30 days after the Effective Date, the Administrator will provide Defendants instructions for funding the Gross Settlement Amount by wire transfer and by check. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty-five (65) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees and Litigation Expenses Payments shall not precede disbursement of Individual PAGA Payments. Additionally, the Administrator will send Aggrieved Employees a Notice of PAGA Action Settlement (attached hereto as Exhibit A) with their respective Individual PAGA Payments.

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

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

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, within ten (10) calendar days of the check void date, the Administrator shall transmit the funds represented by such checks to the Court Appointed Special Advocates of Kern County, in accordance with Code of Civil Procedure section 384(b) ("Cy Pres Recipient"). The Parties, PAGA Counsel, and Defense Counsel represent they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In exchange for a payment of Five Thousand Dollars ($5,000), Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and does hereby forever generally release, discharge, and agree to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, causes of action, suit, rights, demands, costs, losses, transactions, occurrences, or debts or expenses (including attorney fees and costs), known or unknown, at law or in equity which she may now have or may become aware of after the signing of this Agreement, including, but not limited to: (a) arising out of or in any way connected with Plaintiff's employment with Defendants, (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (c) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiff's PAGA Notice, or ascertained during the Action and released under **Error! Reference source not found.**, below, and (d) any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Agreement is fully executed ("Plaintiff's Release."). Without limiting the generality of the foregoing, this Plaintiff's Release shall include, but not be limited to, any and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement Income Securities Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent infliction of emotional distress, or damages under any other federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after signing this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff, being aware of California Civil Code section 1542, as well as any other statutes or common law principles of a similar effect, hereby forever expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiff specifically acknowledges that she is aware of and familiar with the provisions of the above Civil Code section 1542. Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but agree that, upon the funding of the entire Gross Settlement Amount, Plaintiff shall and hereby does fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts, through the date on which this Agreement is fully executed.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA that Aggrieved Employees have had, now have, or may have in the future against Released Parties based on the facts alleged in the Operative Complaint and the PAGA Notice or reasonably could have been alleged therein, including, but not limited to Civil Penalties for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages and Overtime; (4) Failure to Provide Accurate Written Wage Statements; (5) Failure to Timely Pay All Final Wages; and (6) Failure to Indemnify (the “Released PAGA Claims”). The Released PAGA Claims shall expressly include a release for PAGA claims under California Labor Code Sections 201-204, 210, 212, 213, 223, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.5, 2802, 2926, 2927, and the applicable IWC Wage Orders.

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

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a draft of the parties’ Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion, and delivering the Court’s Approval to the Administrator. Defense Counsel agrees to not oppose PAGA Counsel’s application or motion for approval of the settlement so long as Defense Counsel has (2) calendar days to review the motion/application and proposed order, it is consistent with this Settlement Agreement.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Parties are unable to resolve those differences, they will contact the mediator, The Honorable Howard Broadman (Ret.), and request a joint session to resolve their disputes. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. No material modification shall be made unless agreed to in writing by all Parties.

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. AGGRIEVED EMPLOYEE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimate that, during the PAGA Period, through the date of mediation on July 15, 2025, there were 190 Aggrieved Employees who worked 4,116 pay periods. If the actual number of PAGA Pay Periods are more than 10.0% greater than this amount, Defendants may elect to (a) purchase the pay periods in excess of the 10% threshold on a pro rata basis (i.e., pay an additional $36.44 for each PAGA Pay Period over 4,528 during the PAGA Period), or (b) end the PAGA Period as of the date the 10% threshold is exhausted. Defendants shall notify PAGA Counsel of their election prior to the hearing on Plaintiff's application or motion for settlement approval. Aside from the terms set forth in this paragraph, under no circumstances will Defendants be required to pay any additional monies in order to receive the release of the claims as set forth herein.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement under

CCP section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement. solely for the purposes of (i) enforcing this Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment reflected as set forth in this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, and extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

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

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

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

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

Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

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

10.8 Authority of Signatories. The respective signatories to the Agreement represent that they are fully authorized to enter into this Agreement and bind the respective Parties to its terms and conditions. Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

10.11 Attorneys' Fees and Costs. Except as otherwise specifically provided for herein, each party shall bear her or its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them or arising out of the Action and shall not seek reimbursement thereof from any other party in this Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its reasonable attorneys' fees and costs. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

10.14 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

To Plaintiff DESTINY VASSAR:

David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
Svetlana Hovhannisyan
l.hovhannisyan@d.law
D.LAW, INC.
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

To Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, and ASPIRE COUNSELING SERVICES, LLC:

Vanessa Franco Chavez
vchavez@kleinlaw.com
Makala E. Reha
mreha@kleinlaw.com
KLEIN, DENATALE, GOLDNER,
COOPER, ROSENLIEB, & KIMBALL, LLP
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311

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

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

Signature block on following page

EXECUTED this 15.00 day of September 2025, at Los Angeles, California.

DocuSigned by:
Destiny Vassar
AAC5C335889E491...

Destiny Vassar
Plaintiff

EXECUTED this 14.00 day of September 2025, at Bakersfield, California.

DEFENDANT GENESIS HEALTHCARE MANAGEMENT, LLC

By: DocuSigned by:
Anand Manohara
AE81B9DF655748B...
Anand Manohara
COO

EXECUTED this 14.00 day of September 2025, at Bakersfield, California.

DEFENDANT ASPIRE COUNSELING SERVICES, LLC

By: DocuSigned by:
Anand Manohara
AE81B9DF655748B...
Anand Manohara
COO

APPROVED AS TO FORM:

D.LAW, INC.

By: ______________________ Dated: October 14, 2025

David Yeremian, Esq.
David Keledjian, Esq.
Svetlana Hovhannisyan, Esq.
Attorneys for Plaintiff, DESTINY VASSAR
and Aggrieved Employees

KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB, & KIMBALL, LLP

By: Makala E Reha Dated: Oct. 14, 2025

Vanessa Franco Chavez, Esq.
Makala E. Reha, Esq.
Attorneys for Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, and ASPIRE COUNSELING SERVICES, LLC

EXHIBIT A

NOTICE OF PAGA ACTION SETTLEMENT

Vassar v. Genesis Healthcare Management, LLC, et al, Case No. BCV-24-102892
Kern County Superior Court

This is not a solicitation by a lawyer. You are not being sued.

EMPLOYEE NAME
EMPLOYEE STREET ADDRESS
EMPLOYEE CITY, STATE ZIP

The Court has approved a settlement (the "Settlement") in a lawsuit entitled *Destiny Vassar v. Genesis Healthcare Management, LLC, et al,* Kern County Superior Court, Case No. BCV-24-102892 (the "Action"), asserting claims under the Labor Code Private Attorney General Act of 2004, Labor Code § 2698, *et seq*. ("PAGA"). The Settlement resolves the Action. The purpose of this Notice is to explain to you why you are receiving a portion of the Settlement proceeds.

Who is affected by this proposed Settlement?

The Court has designated for settlement purposes the following persons as "Aggrieved Employee(s)," who are entitled to a portion of the Settlement proceeds:

Any individual who was directly employed by Defendants in California as a non-exempt employee and who worked during at least one day in California during [INSERT DATES] (the "PAGA Period").

According to Defendants' records, you are one of the Aggrieved Employees.

What is this case about?

In the Action, Plaintiff Destiny Vassar ("Plaintiff") asserted claims that Gensis Healthcare Management, LLC and Aspire Counseling Services, LLC ("Defendants") violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 ("PAGA") [Lab. Code § 2699, *et seq*.].

Defendants denied all liability for all claims asserted in the Action, that it violated the Labor Code, and were confident they had strong legal and factual defenses to Plaintiff's claims.

The Court has not ruled on the merits of Plaintiff's claims or Defendants' defenses. This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Defendants, through their attorneys, and is not an admission of liability by Defendants. The Court approved the Settlement on ______, ____.

What are the Settlement terms?

As ordered by the Court, effective [INSERT EFFECTIVE DATE]: Plaintiff, the State of California and its LWDA, and all Aggrieved Employees fully and finally released and discharged Defendants in this Action from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under the PAGA that Aggrieved Employees have had, now have, or may have in the future against Released Parties based the facts stated in the Operative Complaint and the PAGA Notice, including, but not limited to Civil Penalties for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages and Overtime; (4) Failure to Provide Accurate Written Wage Statements; (5) Failure to Timely Pay All Final Wages; and (6) Failure to Indemnify.

The Individual PAGA Payment to you will be classified as other miscellaneous income and will be reported on IRS Form 1099-MISC, if required.[1] Your share was calculated based on the number of pay periods you worked for Defendants during the PAGA Period as a proportion of the total.

All checks will remain valid and negotiable for one hundred eighty (180) days from the date of the check's issuance and will automatically be void if not cashed within that time. Uncashed checks will be sent to the Cy Pres Recipient, Court Appoint Special Advocates of Kern County, in accordance with Code of Civil Procedure § 384(b).

Should you have any questions, you may contact the Administrator, [INSERT NAME] toll-free at [PH. #].

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

[1] One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

EXHIBIT 2

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
David Keledjian (SBN 309135)
d.keledjian@d.law
Svetlana Hovhannisyan (SBN 357330)
l.hovhannisyan@d.law
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff DESTINY VASSAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DESTINY VASSAR, on behalf of herself and all others similarly situated, and the general public,

Plaintiff,

v.

GENESIS HEALTHCARE MANAGEMENT, LLC, a California limited liability company; ASPIRE COUNSELING SERVICES, LLC, a California limited liability company; GENESIS MEDICAL MANAGEMENT, LLC, a California business entity of unknown form; and DOES 1 through 50, inclusive,

Defendants.

Case No.: BCV-24-102892

[*Assigned for all purposes to Hon. Thomas S. Clerk, Dept. 17]*

DECLARATION OF MICHAEL BUI IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF PAGA SETTLEMENT

DECLARATION OF MICHAEL BUI

I, Michael Bui, declare as follows:

1. I am a Senior Director of Client Services for Simpluris Inc. ("Simpluris"). I am over 18 years of age and authorized to make this declaration on behalf of Simpluris and myself, and make this declaration based upon my own personal knowledge.

2. Simpluris has extensive experience in class action and PAGA matters, having provided services in class action and/or PAGA settlements involving antitrust, securities fraud, property damage, employment discrimination, employment wage and hour, product liability, insurance, and consumer issues. Simpluris specializes in pre-settlement consultation, data management, legal notification, call center support, claims processing, and tax reporting.

3. We have provided notification and/or claims administration services in more than 9,000 cases. Over the past eighteen (18) years, Simpluris has handled approximately $8 billion in settlements. A true and correct copy of Simpluris' company resume ("Simpluris Resume") is attached as **Exhibit A**.

4. Simpluris is committed to the security of not only our data and information but the Parties' data and information as well. We have not experienced any security breaches in our company's history. A true and correct copy of our SOC 2 Certification demonstrating our commitment to security is attached as **Exhibit B**. Additionally, Simpluris maintains insurance coverage for $3,000,000 for Errors and Omissions.

5. Simpluris does not have any affiliation with counsel for this matter.

6. Simpluris has been selected by counsel to serve as the PAGA Settlement Administrator for this case. In this capacity, Simpluris will be charged with, among other responsibilities: (a) providing the Notice of PAGA Settlement to the Aggrieved Employees; (b) calculating individual settlement payments, distributing funds, and tax-reporting following final approval; (c) mailing settlement checks; (d) answering questions from Aggrieved Employees.

7. The mailing addresses contained in the Aggrieved Employee Data will be processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. If any individual has filed a U.S. Postal Service change of address request, the address listed with the NCOA will

be utilized in connection with the mailing of the PAGA Notice and Payment.

8. For any Notice of PAGA Settlement and Payments that are returned to Simpluris as undeliverable, Simpluris will perform address traces to find an updated address. The address trace will utilize the Aggrieved Employee's name, previous address, and Social Security Number. In the event an updated address is obtained, the Notice of PAGA Settlement documents will be promptly re-mailed to those Aggrieved Employees via First Class mail. For Notice of PAGA Settlement and Payment documents that are returned by the Post Office with forwarding addresses attached, these Notice of PAGA and Payment documents will be promptly re-mailed to those Aggrieved Employees at the forwarding address via First Class mail.

9. Simpluris' costs to administer the case are $4,321. However, Simpluris has offered a courtesy client discount of $500 and has agreed to administer the case for a fixed fee of $3,821. If the scope of work increases or decreases significantly, Simpluris will inform the parties and request approval of an adjustment, whether it increases or decreases, respectively, based on the population size of 190 individuals. A true and correct copy of Simpluris' bid for administering this matter is attached as **Exhibit C.**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Declaration was executed this 3rd day of October, 2025, in Costa Mesa, California.

Michael Bui

EXHIBIT 3

Vassar v. Genesis Healthcare Management, LLC

Litigation Costs

Service Date		Details		Provider		Amount
8/22/24		PAGA Letter		LWDA		$ 75.00
8/22/24		PAGA Letter Postage		USPS		$ 42.48
8/26/24		(Rejected) Summons & Complaint		Rapid Legal		$ 11.33
8/28/24		Summons and Complaint		Rapid Legal		$ 1,493.24
9/9/24		Process of Service - Aspire Counseling Services, LLC		Rapid Legal		$ 118.45
9/9/24		Process of Service - Genesis Healthcare Management, LLC		Rapid Legal		$ 118.45
9/11/24		Process of Service - Genesis Medical Management, LLC		Rapid Legal		$ 77.25
9/16/24		POS of Summons - Genesis Healthcare		Rapid Legal		$ 15.19
9/16/24		POS of Summons - Aspire Counseling Services		Rapid Legal		$ 15.19
10/2/24		Notice Change of Address		Rapid Legal		$ 15.19
11/25/24		First Amended Complaint		Rapid Legal		$ 15.19
12/2/24		Stipulation to File First Amended Complaint		Rapid Legal		$ 35.79
12/6/24		(Rejected) Notice of Disassociation of Attorney		Rapid Legal		$ 11.33
12/11/24		Notice of Disassociation of Attorney		Rapid Legal		$ 15.19
12/19/24		(Rejected) Request for Dismissal		Rapid Legal		$ 11.33
12/20/24		Notice of Unavailability of Counsel (2024)		Rapid Legal		$ 15.19
1/29/25		Request for Dismissal		Rapid Legal		$ 35.79
2/10/25		Joint Case Management Statement (2.24.25)		Rapid Legal		$ 15.19
7/24/25		Expert Analysis		Berger Consulting Group		$ 4,005.00
9/18/25		Mediation Fee		Berger Consulting Group		$ 7,500.00
11/3/25		Motion for PAGA Approval		Rapid Legal		$ 79.63
TBD		Notice of Entry of Order		Rapid Legal		$ 15.19

Total	**$ 13,736.59**