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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF BUTTE – NORTH COUNTY COURTHOUSE

PATRICIA ANDERSON an individual on behalf of herself and all others similarly situated, Plaintiff, v. ARBOR POST ACUTE LLC, a California limited liability company; PROVIDENCE GROUP, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 24CV02070 Assigned for all purposes to: Hon. Stephen. E. Benson Dept.: 6 **DECLARATION OF MARTA MANUS IN SUPPORT OF MOTION FOR APPROVAL OF THE PARTIES' PAGA SETTLEMENT AGREEMENT** Hearing Date: December 2, 2026 Time: 9:00 a.m. Dept.: 6 Action filed: June 20, 2024 First Amended Complaint: September 3, 2024 Trial: none set

DECLARATION OF MARTA MANUS

I, Marta Manus, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am a Senior Associate Attorney at D.Law, Inc. ("D.Law"), counsel of record for Plaintiff Patricia Anderson ("Plaintiff") on behalf of herself and other similarly situated employees of Defendant Arbor Post Acute, LLC ("Defendant") (Plaintiff and Defendant collectively referred to herein as "the Parties"). My firm and I are referred to herein as "PAGA Counsel."

3. All 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 the Parties' PAGA Settlement Agreement ("Settlement Agreement") under California Labor Code 2698 *et seq*. The Parties' Settlement Agreement is attached hereto as **Exhibit 1**.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. On June 20, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action for: (1) failing to pay minimum wages; (2) failing to pay wages and overtime wages; (3) failing to provide meal periods; (4) failing to provide rest periods; (5) violating Labor Code section 226(a); (6) violating Labor Code section 203; (7) violating Labor Code section 204; (8) failing to timely provide wages including wages due upon termination; (9) failing to maintain accurate payroll records; (10) failing to reimburse necessary business expenses; and (11) violating Business & Professions Code section 17200 *et seq*. ("the Action").

5. On June 20, 2024, Plaintiff filed a claim online with the California Labor & Workforce Development Agency (the "LWDA") pursuant to Labor Code § 2699.3(a)(1) and gave notice to Defendant ("PAGA Notice"). The PAGA Notice is attached hereto as **Exhibit 2**. The PAGA Notice sought civil penalties and alleged claims against Defendant for violations of the Labor Code alleged in the Action. The LWDA did not respond to the PAGA Notice and did not notify Plaintiff that it intended to investigate Plaintiff's allegations.

6. On September 3, 2024, Plaintiff filed a First Amended alleging a twelfth cause of action for civil penalties under the PAGA, Labor Code § 2698, *et seq*. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). On October 25, 2024, the Court ordered the class claims dismissed and Plaintiff's individual Labor Code and PAGA claims to arbitration while Plaintiff's non-individual PAGA representative claims remained stayed in Court. Therefore, the only remaining cause of action in the Operative Complaint is for civil penalties under the PAGA.

7. The Parties met and conferred about the claims and issues in this case, including the existence of an arbitration agreement between the Parties, and agreed to explore the resolution of the representative component of the case through mediation with a highly respected mediator. On April 30, 2025, the Parties mediated this matter before Brandon McKelvey, Esq., a well-respected employment law mediator, and reached a settlement.

8. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and the law applicable thereto. This required thorough discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. After conducting our initial investigation, we determined that Plaintiff's claims were well-suited to proceed on a representative basis owing to what appeared to be a common course of conduct affecting a similarly situated group of employees.

9. After initiating the Action, the Parties met and conferred about the claims and issues in this case, including the existence of an arbitration agreement between the Parties and thereafter agreed to explore the resolution of the representative component of the case through mediation with a highly respected mediator. Prior to mediation, Defendant provided pertinent payroll, timekeeping, and other data for Plaintiff and the Aggrieved Employees.

10. The information and data exchanged by Plaintiff and Defendant 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 PAGA Group that took into consideration the strength

of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

11. On April 30, 2025, the Parties attended an all-day mediation with Brandon McKelvey, Esq. During mediation, the Parties exchanged further information and discussed all aspects of the case, including Plaintiff's claims, Defendant's defenses, procedural challenges in this case, and the prospects of further litigation. The Parties recognized that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings and that further litigation would lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties took into account the risk and uncertainty of the outcome inherent in any litigation in representative actions such as this one.

12. With the assistance of a wage and hour mediator, the Parties agreed to the general terms for settling this Action and negotiated and executed the long-form Settlement Agreement.

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

14. The Settlement defines "Aggrieved Employee(s)" as: a person employed by Defendant Arbor Post Acute, LLC in California and classified as a non-exempt hourly employee who worked for Defendant Arbor Post Acute, LLC during the PAGA Period. (Exhibit 1, ¶ 1.4.) The PAGA Period is defined as the period from November 10, 2023, through April 30, 2025. (Exhibit 1, ¶ 1.21.)

15. Based on its records, Defendant's representation that the approximately 431 Aggrieved Employees worked approximately 9,700 pay periods as of the day of mediation. (Exhibit 1, ¶ 4.1.) If the Pay Periods increases by more than 10%, then the GSA will be increased proportionally by the number of pay periods worked in excess of 10%. For example, if the Pay Periods increases by 15%, then the Gross Settlement Amount will increase by 5%. (Exhibit 1, ¶ 8.)

16. The Settlement Agreement requires Defendant to pay the total sum of One Hundred Thousand Ninety Fourt Dollars and Zero Cents ($194,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount will be allocated as follows, pending Court approval:

a) Attorneys' fees in the amount of **$67,900.00** ("PAGA Counsel Fees Payment") and actual litigation costs in the amount of **$20,733.80** ("PAGA Counsel Litigation Expenses Payment");

b) Administration costs of **$6,490.00** to be paid to the Administrator, Apex Class Action, LLC ("Apex"), for sending notices and for calculating settlement shares and preparing all checks and mailings ("Administration Expenses Payment"); and

c) The remainder of the Maximum Settlement Amount after deducting the above costs ("Net Settlement Amount") is approximately **$98,876.20** and shall be designated as the "PAGA Settlement Payment" to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 65% ($64,269.53) being paid to the LWDA ("LWDA Payment") and 35% ($34,606.67) being paid to the PAGA Group on a pro-rata basis as ("Individual PAGA Payment(s)"). The average Aggrieved Employee Payment Share to the PAGA Group will be approximately $80.29 ($34,606.67) divided by 431 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the data given at the time of mediation).

17. 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 and Amendments 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 THE CASE IN LIGHT OF THE SETTLEMENT AMOUNT

18. Plaintiff alleged that Defendant 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 Defendant:

- Allegedly failed to pay all minimum wages and overtime for "off-the-clock" work, including requiring Aggrieved Employees to undergo pre-shift Covid screenings, donning protective equipment before clocking in, and waiting in line to approach the time clock. Further, Defendant instructed Aggrieved Employees to clock out and continue working after the end of their scheduled shifts to taking phone calls.
- Allegedly failed to provide Aggrieved Employees with compliant meal periods because their meal periods, when provided, were frequently interrupted due to pressing work demands.
- Allegedly failed to provide Aggrieved Employees with compliant rest periods, as they frequently received interrupted, shortened, or no rest periods at all. Specifically, Plaintiff alleged that Defendant provided rest periods untimely or for shortened durations due to the heavy work demands.
- Allegedly failed to pay Aggrieved Employees, with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendant issued pay cards to Aggrieved Employees for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee.
- Allegedly failed to reimburse Aggrieved Employees for necessary work-related expenses incurred, such as using their personal cellular phones to contact supervisors for work-related activities.
- Allegedly failed to issue accurate itemized wage statements, including the failure to

include all hours worked by Aggrieved Employees.

- Allegedly failed to timely pay all wages earned by and owed to Aggrieved Employees at the time of separation from employment.

19. Defendant denied and continues to deny all the claims made by Plaintiff in this Action and contends that it acted at all relevant times in conformance with the law. Defendant contends that Plaintiff and Aggrieved Employees were paid for all hours worked and that Defendant did not require Plaintiff and Aggrieved Employees to work beyond their scheduled shifts; that Defendant provided Plaintiff and Aggrieved Employees with compliant meal periods and rest breaks and that any deviations were at the voluntary election of Plaintiff and/or Aggrieved Employees and not at the request of Defendant or due to work requirements; that Defendant paid all wages due on a timely basis; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant's wage statements complied with the law; that neither Plaintiff nor any Aggrieved Employees incurred reasonable business-related expenses for which they were not reimbursed; and that Defendant complied with the requirements of California Labor Code § 212. Defendant further contends that their above defenses are supported by their written policies applicable to Plaintiff and Aggrieved Employees. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a settlement.

PAGA Penalties

20. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of herself and other PAGA Group for Defendant's 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), sixty-five percent (65%) of the penalties recovered must be allocated to the LWDA, with the remaining thirty-five percent (35%) 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.

21. Plaintiff estimated that the theoretical maximum exposure on the PAGA claim is $970,000 calculated by multiplying the total estimated number of PAGA Pay Periods of 9,700 by $100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per PAGA Pay Period (i.e., Plaintiff did not stack the PAGA penalties in their damages calculation) and assumes liability could be established for each underlying alleged Labor Code violation. Although Plaintiff estimated maximum potential exposure of approximately $970,000, that figure does not represent the realistic settlement value of the case. Rather, it represents a theoretical maximum that assumes virtually every material fact and legal issue will ultimately be resolved in Plaintiff's favor. For purposes of evaluating the reasonableness of the Settlement, Plaintiff reasonably applied a 50% risk adjustment of the maximum, resulting in a risk-adjusted PAGA valuation of approximately $485,000.

22. 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.")

23. Labor Code § 2699(e)(2) states that "a court may award 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).).

24. In departing from the $100/pay period calculation to arrive at the $194,000.00 Gross Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be and why the Court may reduce any eventual recovery at its discretion, including Defendant's defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on those considerations, Plaintiff concluded that a discount would have to be applied to the maximum potential exposure to arrive at the settlement amount.

25. The Gross Settlement Amount of $194,000.00 is **40%** of the adjusted calculated exposure of $485,000. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case and the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for the State and the Aggrieved Employees is fair and reasonable.

REQUEST FOR ATTORNEYS' FEES AND COSTS

26. PAGA Counsel is requesting a PAGA Counsel Fees Payment in the amount of $67,900.00 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of $20,733.80 for litigation costs incurred in prosecuting the Action. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**. The Parties, in their Settlement Agreement, agreed to actual and reasonable litigation costs and expenses incurred to prosecute the Action for PAGA Counsel Litigation Expenses Payment, which Defendant does not oppose. The lion's share of these costs was incurred in connection with mediation, and the others listed were all reasonably incurred and necessary to the prosecution of this Action.

27. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and 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 the Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement if it is

approved.

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

29. 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 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 if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial investment, one would expect a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our money, and then only if we are substantially successful; if we are not, all or part of this "investment" can be lost.

30. 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 exceed forty percent 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.

31. PAGA counsel in contingency-fee cases have received attorneys' fees equal to or greater than one-third 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 Plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

32. 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, reviewed information provided by Defendant at the mediation, engaged in meet and confer efforts with Defendant, drafted and revised the settlement agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at least **97** hours of attorney time in this matter. Associate Attorney Jonas Agle invested approximately **55.8** hours for a total of **$34,038.00** in attorneys' fees ($610/hour x 55.8 hours = $34,038.00). Senior Attorney Natalie Haritoonian invested approximately **34.9** hours for a total of **$34,620.80** ($992/hr. x 34.9 hours = $34,620.80). I have invested at least **6.3** hours for a total of $**7,730.10** in attorneys' fees ($1,227/hr. x 6.3 hours = $7,730.10). This amount does not include 16.4 hours of litigation support, and an additional $6,196.30. Attached hereto as **Exhibit 4** are the Time Records for PAGA Counsel.

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33. The below table summarizes PAGA Counsel's total hours, billables, and costs:

Attorney/Firm	Total Hours	Total Billables	Costs See Exhibit 3
Jonas Agle	55.8	$34,038.00	
Natalie Haritoonian	34.9	$34,620.80	
Marta Manus	6.3	$7,730.10	
Total:	97	**$76,388.90**	**$20,733.80**

34. In light of the foregoing, the PAGA Counsel Fees Payment request in an amount equal to 35% of the settlement in this case is well within the bounds that have been established by the above-cited authority.

35. PAGA Counsel requests fees of $67,900.00, which results less than the total attorney lodestar of $76,388.90 to date.

EXPERIENCE AND VIEWS OF COUNSEL

36. D.Law (formerly known as Davtyan Law Firm) 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 Plaintiff's counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

37. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the PAGA Group 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.

38. 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 Limited Liability Company* (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 San Bernardino, 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 San Bernardino, 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 San Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, 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.

39. Associate Attorney Jonas Agle graduated from the University of California, Santa Barbara, in 2018, and from the University of California, Irvine School of Law in 2023. Since graduating law school, he has devoted his practice to representing employees in all aspects of California state and federal labor and employment litigation, including complex class actions, and representative actions in wage and hour claims. Consistent with hourly billing rates for attorneys with Mr. Agles' experience, his hourly billing rate is $610.00 per hour.

40. 21. Senior Counsel Natalie Haritoonian received her Bachelor of Arts in political science from the University of California, Los Angeles, in 2014. She then earned her Juris Doctorate from the University of Southern California, Gould School of Law in May of 2018. Upon graduating from law school, she has exclusively focused her practice on representing employees including in wage-and-hour class actions. She is experienced and qualified to evaluate the class and representative claims, having obtained six and seven figure settlements against a range of defendants, having been appointed as class counsel for dozens of other putative wage-and-hour class-action lawsuits pending in various state and federal jurisdictions throughout California. She

is experienced and qualified to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. Consistent with hourly billing rates for attorneys with Ms. Haritoonian's experience, his hourly billing rate is $992.00 per hour.

41. I am an Associate Attorney at D.Law. I graduated from California Western School of Law in 2008 and was admitted to practice law in California that same year. I have been exclusively litigating wage and hour class action and PAGA representative cases since 2008. I am admitted to practice before all U.S. District Courts in California, the Fourth District Court of Appeal, and the U.S. Court of Appeals for the Ninth District. I am also admitted to practice law in the State of Washington. I have extensive experience litigating complex class action and representative action cases. Consistent with hourly billing rates for attorneys with my experience, my hourly billing rate is $1,227.00 per hour.

42. Attorney Enoch J. Kim is Senior Counsel at D.Law, where he manages the class action and PAGA settlement department. Mr. Kim was admitted to the California Bar in December 2008. He received his J.D. from Pepperdine University School of Law and B.S. from University of Southern California. Since graduating from law school, Mr. Kim has dedicated virtually his entire career on the practice of employment law. Mr. Kim has practiced employment law from the plaintiff's side, defense side, and from an in-house position. He has significant experience specifically working on wage and hour class actions from the plaintiff's side as well as the defense side, with the majority of his experience coming from the plaintiff's side. Consistent with hourly billing rates for attorneys with Mr. Kim's experience, his hourly billing rate is $1,350.00 per hour.

43. 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.

44. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation and are adequate to represent the PAGA Group in the instant action.

SETTLEMENT ADMINISTRATION AND NOTICE

45. The Parties agreed to use Apex Class Action, LLC, as the third-party Settlement Administrator in this case. Apex will be responsible for updating PAGA Group's addresses, mailing a notice of Settlement, and calculating and distributing the settlement checks, among other duties. Apex capped its fees at $6,490.00 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. Attached hereto as **Exhibit 5** is the Declaration of Kimberly Sutherland of Apex Class Action, LLC.

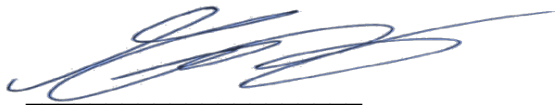
46. The Administrator will mail the Aggrieved Employee Payment Share, along with a letter entitled Notice of the PAGA Representative Action Settlement ("PAGA Notice of Settlement") to the PAGA Group. The PAGA Notice of Settlement includes, among other things, an explanation of PAGA, a description of the allegations in the Action and the scope of released claims, and a statement of the Maximum Settlement Amount and payment allocations from the Maximum Settlement Amount. The PAGA Notice of Settlement, which will also be translated into Spanish, if necessary, is attached hereto as **Exhibit 6**.

47. My office submitted the proposed Settlement and the Motion to the LWDA. Attached hereto as **Exhibit 7** is a true and correct copy of the confirmatory email my office received from the LWDA after the submission of the Settlement.

48. The Parties are 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.

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

Executed this November 2, 2026, 2026, at San Diego, California.



Marta Manus, Esq.

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Patricia Anderson ("Plaintiff") and defendant Arbor Post Acute, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Patricia Anderson v. Arbor Post Acute, LLC, et al.* initiated on June 20, 2024, and pending in Superior Court of the State of California, County of Butte, Case No. 24CV02070.

1.2 "Administrator" means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4 "Aggrieved Employee" means a person employed by Defendant Arbor Post Acute, LLC in California and classified as a non-exempt hourly employee who worked for Defendant Arbor Post Acute, LLC during the PAGA Period.

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

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

1.7 "Aggrieved Employees' Notice" shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees' Notice shall further contain (i) an Aggrieved Employee's first and last name, (ii) last known address, (iii) employee identification number, if applicable, (iv) the Aggrieved Employee's number of individual pay periods worked for Defendant, and (v) the amount of the Aggrieved Employee's Individual PAGA Payment.

1.8 "Court" means the Superior Court of California, County of Butte.

1.9 "Defendant" means named defendant Arbor Post Acute, LLC.

1.10 "Defense Counsel" means Grace Horoupian and Kari Gibson of Fisher & Phillips LLP.

1.11 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

1.12 "Gross Settlement Amount" means $194,000.00 which is the total amount Defendant agrees 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, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

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

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

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

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

1.17 "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 and the Administration Expenses Payment. The remainder is to be paid as PAGA Penalties, allocated 35% to the Aggrieved Employees as Individual PAGA Payments and 65% to the LWDA as the LWDA PAGA Payment.

1.18 "PAGA Counsel" means Emil Davtyan, David Yeremian, Natalie Haritoonian, Enoch J. Kim, and Marta Manus of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.19 "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, not to exceed thirty-five percent of the Gross Settlement Amount.

1.20 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21 "PAGA Period" means the period from November 10, 2023, to April 30, 2025.

1.22 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.23 "PAGA Notice" means Plaintiff's June 20, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the Aggrieved Employees ($33,113.50) and 65% to the LWDA ($61,496.50) in settlement of PAGA claims. The Net Settlement Amount is the amount of PAGA Penalties to be paid.

1.25 "Plaintiff" means Patricia Anderson, the named plaintiff in the Action.

1.26 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.27 "Released PAGA Claims" means the claims being released by the Aggrieved Employees as described in Paragraph 5 below.

1.28 "Released Parties" means, collectively: (1) Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates; and (2) Providence Group, Inc., and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates..

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

2. RECITALS.

2.1 On June 20, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action for: (1) failing to pay minimum wages; (2) failing to pay wages and overtime wages; (3) failing to provide meal periods; (4) failing to provide rest periods; (5) violating Labor Code section 226(a); (6) violating Labor Code section 203; (7) violating Labor Code section 204; (8) failing to timely provide wages including wages due upon termination; (9) failing to maintain accurate payroll records; (10) failing to reimburse necessary business expenses; and (11) violating Business & Professions Code section 17200 *et seq*. On September 3, 2024, Plaintiff filed a First Amended Complaint alleging the above-stated causes of action and including a claim for civil penalties under the California Private Attorneys General Act ("PAGA"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). On October 25, 2024, the class claims were dismissed without prejudice. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

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

2.3 On April 30, 2025, the Parties participated in an all-day mediation presided over by Brandon McKelvey which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through formal and informal discovery, pertinent payroll, timekeeping, and other data.

2.5 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, Defendant promises to pay $194,000.00 and no more as the Gross Settlement Amount. Defendant has 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 Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be $67,900.00, and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendant 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 Counsel 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 any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $6,490.00 except for a showing of good cause and as approved by the Court.

3.2.3 To the LWDA and Aggrieved Employees: After making the above deductions from the Gross Settlement Amount in amounts approved by the Court for the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, the remainder ("Net Settlement Amount") shall be paid as PAGA Penalties, which is currently estimated to be $94,610.00, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1 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 Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 All Individual PAGA Payments will be apportioned 100% as penalties. 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 to date, Defendant estimates there are 431Aggrieved Employees who worked a total of 9,700 PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendant 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. 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. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

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

4.4.1 All Individual PAGA Payments mailed by the Administrator to PAGA Members shall be accompanied by a Notice of PAGA Settlement and Release, a copy of which is attached to this Agreement as **Exhibit A**.

4.4.2 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.

4.4.3 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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.

4.4.4 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.5 The payment of Individual PAGA Payments shall not obligate Defendant 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 Defendant fully funds the entire Gross Settlement Amount, Plaintiff, on behalf of herself, the State of California, and all Aggrieved Employees, will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred on or prior to the end of the PAGA Period, including, but not limited to, all claims that were, or reasonably could have been, alleged, based on the same set of operative facts contained in the Operative Complaint and the PAGA Notice, which include but are not limited to violations of Labor Code sections 201, 202, 203, 204, 210, 212, 213, 218.5, 221, 226, 226.2, 226.3, 226.7, 248, 351, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 *et seq.*, 2699 *et seq.*, 2699.5, 2802, 2926, 2927, California Code of Regulations Title 8, section 11000 *et seq.*, Business & Professions Code section 17200 *et seq.*, and the applicable Wage Orders ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.3 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 for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaints in the Action, and/or the PAGA Notices including, but not limited to, violations of Labor Code sections 201, 202, 203, 204, 210, 212, 213, 218.5, 221, 226, 226.2, 226.3, 226.7, 248, 351, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 *et seq.*, 2699 *et seq.*, 2699.5, 2802, 2926, 2927, California Code of Regulations Title 8, section 11000 *et seq.*, Business & Professions Code section 17200 *et seq.*, and the applicable Wage Orders .

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly 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)); and (iv) 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 no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval Order to the Administrator.

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 and conferring, and in good faith, to resolve the disagreement. 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 and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendant estimates that there are 431 Aggrieved Employees who worked 9,700 Pay Periods during the PAGA Period. If the Pay Periods increases by more than 10%, then the GSA will be increased proportionally by the number of pay periods worked in excess of 10%. For example, if the Pay Periods increases by 15%, then the GSA will increase by 5%. In the alternative, Defendant can avoid increasing the GSA by electing to end the PAGA Period when the number of PAGA Pay Periods reaches 10,670.

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

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, 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, 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant

have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's 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, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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 Defendant, 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 and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

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

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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 Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

10.15 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.

10.16 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

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further agree that upon the signing of this Agreement that 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.

Dated: 8/12/2026

By: DocuSigned by: _____
B4164AED8188431
Plaintiff Patricia Anderson

Dated: _____

By: _____
Arbor Post Acute, LLC
By: _____
Title: _____

AGREED AS TO FORM

Dated: 8/13/2026

By: _____
Natalie Haritoonian
Enoch J. Kim
Marta Manus
Counsel for Plaintiff Patricia Anderson

Dated: _____

By: _____
Grace Horoupian
Kari Gibson
Counsel for Defendant Arbor Post Acute, LLC

further agree that upon the signing of this Agreement that 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.

Dated: _____

By: _____
Plaintiff Patricia Anderson

Dated: 8/25/26

By: _____
Arbor Post Acute, LLC
By: Jessica Johnson
Title: Administrator

AGREED AS TO FORM

Dated: _____

By: _____
Natalie Haritoonian
Enoch J. Kim
Marta Manus
Counsel for Plaintiff Patricia Anderson

Dated: 8/26/2026

By: _____
Grace Horoupian
Kari Gibson
Counsel for Defendant Arbor Post Acute, LLC

EXHIBIT 2

D.Law

880 E. Broadway
Glendale, CA 91205

(818) 962-6465
(818) 962-6469

June 20, 2024

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128 **(copy by certified mail to all Defendants)**

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Arbor Post Acute, LLC
262 North University Avenue
Farmington, UT 84025
Certified Mail Tracking Number: 9414 8112 0620 4777 0575 26

1505 Corporation, Registered Agent
Arbor Post Acute, LLC
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 4777 0514 25

Providence Group, Inc.
262 North University Avenue
Farmington, UT 84025
Certified Mail Tracking Number: 9414 8112 0620 4777 0565 43

1505 Corporation, Registered Agent
Providence Group, Inc.
2710 Gateway Oaks Drive
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 4777 0697 41

LWDA No.:LWDA-CM-1035409-24

Re: Labor Code § 2698, *et seq*. Penalties – PAGA Notice Letter to the LWDA
Patricia Anderson v. Arbor Post Acute, LLC, et al.
Superior Court for the County of Butte

Gentlepersons:

This office represents Plaintiff Patricia Anderson ("Plaintiff") and other similarly situated aggrieved non-exempt, hourly employees aggrieved employees (collectively "Aggrieved Employees") for violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 213, 221, 226, 226(b), 226.3, 226.7, 351, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185,

1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 et seq.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, Arbor Post Acute LLC, a California limited liability company; Providence Group, Inc., a California corporation; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Butte County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt, hourly employee based out of Defendants' location in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present. Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees." Aggrieved Employees consistently worked at Defendants' behest and under their control and subject to their policies and practices without being paid all wages due. Plaintiff is also informed and believes that there are other Aggrieved Employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below.

Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Aggrieved Employees all wages due and owing, including by requiring off the clock work, unlawfully rounding to their detriment, failing to provide meal and rest breaks, failing to furnish accurate wage statements, failing to timely pay wages including final wages, failing to maintain accurate records, failing to pay wages due, negotiable and payable in cash on demand, and failing to reimburse for necessary business

expenses all in violation of various provisions of the California Labor Code and applicable Wage Orders.

During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform pre-shift and post-shift off the clock work which they were not compensated for despite being subject to Defendants' control. For instance, before being able to clock in, Aggrieved Employees were required to wait in line for COVID-19 screening checks, which involved having their temperatures taken and filling out symptom questionnaires. Additionally, before being able to clock in, Aggrieved Employees were required to put on their protective gear which consisted of masks and gowns in. Moreover, Aggrieved Employees were required to wait in line to approach the timekeeping system which took several minutes resulting in further off the clock work. Moreover, Defendants instructed Aggrieved Employees to clock out and continue working after the end of their scheduled shifts to take phone calls or continue working from home. Furthermore, Defendants frequently contacted Aggrieved Employees on their personal cell phones with work demands outside of scheduled work hours, and Aggrieved Employees were not compensated for this time. Defendants also required Aggrieved Employees to work through portions of their scheduled meal periods, but their time was automatically deducted resulting in further off the clock work.

Moreover, Defendants had a consistent policy and practice of unlawfully rounding hours worked to the detriment of Aggrieved Employees. Rather than paying Aggrieved Employees for all hours and minutes they actually worked, Defendants followed a uniform policy and practice of rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or 30- minute time increment). Generally, rounding was to the detriment of Aggrieved Employees, and Plaintiff contends this policy is not neutral and resulted, over time, in the systematic under-compensation of the Aggrieved Employees. Rather than reflecting the actual hours worked by Aggrieved Employees, the time entries were rounded and reduced to reflect the scheduled work time rather than the actual hours worked. These unlawfully rounded time entries were inputted into Defendants' payroll system from which wage statements and payroll checks were created.

By implementing policies, programs, practices, procedures and protocols which resulted in off the clock work and unlawful rounding by Defendants, Defendants' willful actions resulted in the systematic underpayment of wages and overtime pay to Aggrieved Employees. For example, the off the clock work addressed above caused Aggrieved Employees to begin receiving overtime pay later than they should have.

As a result of the above described unlawful rounding and requirements to work off the clock, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during a shift but were often required to do so without receiving a lawful and timely meal break. In addition to untimely meal periods, Defendants also required Aggrieved Employees to respond to work demands. Defendants placed their needs over Aggrieved Employees' lawful meal and rest breaks and this resulted in Aggrieved Employees often having to work through their scheduled meal and/or rest breaks, or otherwise taking shortened ones, because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off duty meal and/or rest break.

On the occasions when Aggrieved Employees worked over 10 hours in a shift, Defendants also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a result, Defendants' failure to provide Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay, including their earned commission, for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay, including their earned commission, for each meal period that Defendants failed to provide or deficiently provided.

Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one (1) hour's wages in lieu thereof. Aggrieved Employees were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. Therefore, Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours; or major fraction thereof, nor did Defendant pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime because Defendants had unlawfully rounded time entries to the detriment of the Aggrieved Employees and their actual hours worked were under-reported due to off the clock work. Additionally, the wage statements given to Aggrieved Employees failed to accurately account for premium pay for deficiently provided meal periods and rest breaks.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Plaintiff and Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked by requiring off the clock work and unlawfully rounding time entries to the detriment of Aggrieved Employees. Additionally, Defendants failed to pay premium wages owed for unprovided meal periods and rest periods. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

Defendants also failed to reimburse Aggrieved Employees for necessary business expenses. Defendants have regularly required Plaintiff to incur business expenses in the course of performing her required job duties for Defendants including for cell phone expenses and home internet. Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Plaintiff and Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

Defendants failed to pay Plaintiff and Aggrieved Employees with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants' issued pay cards to Plaintiff and Aggrieved Employees for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants' failed to provide Plaintiff and Aggrieved Employees with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Plaintiff and Aggrieved Employees to incur fees to use, was not fully cashable, and not usable at all financial institutions.

PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages
Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable

IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform pre-shift and post-shift off the clock work which they were not compensated for despite being subject to Defendants' control. For instance, before being able to clock in, Aggrieved Employees were required to wait in line for COVID-19 screening checks, which involved having their temperatures taken and filling out symptom questionnaires. Additionally, before being able to clock in, Aggrieved Employees were required to put on their protective gear which consisted of masks and gowns in. Moreover, Aggrieved Employees were required to wait in line to approach the timekeeping system which took several minutes resulting in further off the clock work. Moreover, Defendants instructed Aggrieved Employees to clock out and continue working after the end of their scheduled shifts to take phone calls or continue working from home. Furthermore, Defendants frequently contacted Aggrieved Employees on their personal cell phones with work demands outside of scheduled work hours, and Aggrieved Employees were not compensated for this time. Defendants also required Aggrieved Employees to work through portions of their scheduled meal periods, but their time was automatically deducted resulting in further off the clock work.

Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime and double time. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226€ and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …"

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved

Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work and unlawful rounding, Plaintiff was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week and that she was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees

proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have regularly required Plaintiff to incur business expenses in the course of performing her required job duties for Defendants including for cell phone expenses and home internet. Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Plaintiff and Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Aggrieved Employees

for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand in Violation of Labor Code §§ 212 and 213

Labor Code § 212 states that no employer "shall issue in payment of wages due" by "order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state."

Defendants failed to pay Plaintiff and Aggrieved Employees, with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants issued pay cards to Aggrieved Employees for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiff and Aggrieved Employees with checks, drafts, notes or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, which required Plaintiff and Aggrieved Employees to incur fees to use, was not fully cashable, and not usable at all financial institutions.

Such a pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement to recovery by Plaintiff and the class in a civil action for damages and wages owed and for costs and attorneys' fees under Labor Code §§ 212 and 213.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 212, 213, and 2699.5 seeking all civil penalties available and applicable under Labor Code § 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*
Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq*.

Plaintiff's PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:
After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); +

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant

to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Arbor Post Acute, LLC; Providence Group, Inc.; and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

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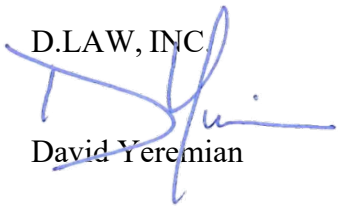
Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC.



David Yeremian

Cc: Arbor Post Acute LLC; Providence Group, Inc.; by Certified Mail

EXHIBIT 3

Anderson v. Arbor Post Acute LLC

Litigation Costs

Service Date		Details		Provider		Amount
6/20/2024		PAGA Letter Submission		LWDA		$ 75.00
6/25/2024		Summons & Complaint		Proceed		$ 1,647.74
6/27/2024		Process of Service - Providence Group, Inc		Proceed		$ 77.25
6/28/2024		Process of Service - Arbor Post Acute LLC		Proceed		$ 77.25
7/8/2024		POS of Summons - Two Entities		Proceed		$ 15.19
8/7/2024		Amended PAGA Letter Submission		LWDA		$ 75.00
9/3/2024		First Amended Complaint		Proceed		$ 15.19
9/23/2024		Notice of Change of Address		Proceed		$ 15.19
12/6/2024		Mediation (4.30.25)		M Resolution		$ 12,500.00
12/6/2024		Case Management Statement (12.18.24); Ntc of Unavailability		Proceed		$ 15.19
12/11/2024		Notice of Unavailability		Proceed		$ 15.19
12/12/2024		CourtCall for Case Management Conference (12.18.24)		Courtcall		$ 72.00
12/20/2024		Arbitration Fee		Jams, Inc.		$ 411.96
5/2/2025		Expert Analysis Report Fee		Berger Consulting Group		$ 5,390.00
5/13/2025		Case Management Statement (05.21.25)		Proceed		$ 16.77
9/22/2025		Case Management Statement (09.24.25)		Proceed		$ 16.77
12/16/2025		Notice of Disassociation; Notice of Unavailability		Proceed		$ 11.39
1/14/2026		Case Management Statement (01.28.26)		Proceed		$ 16.77
1/23/2026		Court Call Reservation (01.28.26)		Courtcall		$ 72.00
4/1/2026		Notice of Change of Address		Proceed		$ 17.53
5/20/2026		Case Management Statement (06.03.26)		Proceed		$ 17.53
8/13/2026		Notice of Association of Counsel		Proceed		$ 17.53
8/26/2026		Joint Stipulation to Continue Case Management Conference		Proceed		$ 38.23
FUTURE		Motion for PAGA Approval of Settlement		Proceed		$ 77.11
FUTURE		Decl of Class Admin re Final Distribution		Proceed		$ 15.01
FUTURE		Ntc of Entry of Final Order & Judgment		Proceed		$ 15.01
				Total		**$ 20,733.80**

EXHIBIT 4

Attorney	Total Time	Rate	Total Billable Amount
Jonas Agle	55.8	$ 610.00	$ 34,038.00
Natalie Haritoonian	34.9	$ 992.00	$ 34,620.80
Marta Manus	6.3	$ 1,227.00	$ 7,730.10
Total	**97**		**$ 76,388.90**

Paralegal	Total Time	Rate	Total Billable Amount
Silvia Pimentel	7.2	$ 457.00	$ 3,290.40
Jonathan Morataya	6.5	$ 332.00	$ 2,158.00
Janet Linares	0.9	$ 277.00	$ 249.30
Katheryn Perez	0.9	$ 277.00	$ 249.30
Anuvir Purewal	0.5	$ 277.00	$ 138.50
Tiffany Hirata	0.4	$ 277.00	$ 110.80
Total	**16.4**		**$ 6,196.30**

Grand Total	Total Time		Total Billable Amount
Attorneys	97		$ 76,388.90
Paralegals	16.4		$ 6,196.30
Total	**113.4**		**$ 82,585.20**

EXHIBIT 5

D.LAW, INC.
Natalie Haritoonian (SBN 324318)
Jonas Agle (SBN 352712)
Enoch Kim (SBN 261146)
Marta Manus (SBN 260132)
450 North Brand Boulevard, Suite 840
Glendale, CA 91203-2920
Tel.: (818) 962-6465 / Fax: (818) 962-6469
Emails: N.Haritoonian@d.law , J.agle@d.law
e.kim@d.law, m.manus@d.law

Attorneys for Plaintiff PATRICIA ANDERSON,
on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF BUTTE – NORTH COUNTY COURTHOUSE

PATRICIA ANDERSON an individual on behalf of herself and all others similarly situated, Plaintiff, v. ARBOR POST ACUTE LLC, a California limited liability company; PROVIDENCE GROUP, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 24CV02070 Assigned for All Purposes To: Hon. Stephen. E. Benson Dept.: 6 **DECLARATION OF KIMBERLY SUTHERLAND IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AGREEMENT** Hearing Date: December 2, 2026 Time: 9:00 a.m. Dept.: 6 Action filed: June 20, 2024 First Amended Complaint: September 3, 2024 Trial: none set

DECLARATION OF KIMBERLY SUTHERLAND

I, Kimberly Sutherland, declare as follows:

1. I am the Senior Vice President of Apex Class Action LLC., a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness

6. of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to sensitive personal information, to ensure they do not pose a threat to the security of client or class member information. To guarantee the security of the settlement administration process, Apex Class Action maintains $1,000,000.00 in Professional Liability and $5,000,000.00 in Cyber Liability Insurance coverage, as required by legal standards and best practices in the legal profession.

7. Apex Class Action disbursement process involves (i) obtaining a Federal Employer Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary and final calculations to determine the individual settlement amounts, including attorneys' fees, costs, enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class USPS mail.

8. The administration fees for Apex Class Action's management of this settlement are calculated using a combination of per hour, per piece, and static rates, per person, and will not exceed $6,490.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing the specific administration services that will be provided.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed this 16th day of October 2026, in Irvine, California.

Kimberly Sutherland

Kimberly Sutherland

EXHIBIT A

APEX
CLASS ACTION ADMINISTRATION

CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards Act (FSLA)
- Telephone Consumer Protection Act (TCPA)
- Employee Retirement Income Security Act (ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.

APEX
CLASS ACTION ADMINISTRATION

To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 154
Irvine, CA 92618

Email
kimberly@apexclassaction.com
Info@apexclassaction.com

Phone
1.321.223.5065
1.800.355.0700

EXHIBIT B

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:
Jonas Agle
D.Law
j.agle@d.law

Case Name: Anderson v. Arbor Post Acute
Date: Wednesday, January 28, 2026
RFP Number: 203480003

Prepared By:
Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Number of Aggrieved Employees	**431**
Certified Language Translation:	**No**
Static Settlement Website	**Yes**
Percentage of Undeliverable Mail	**20%**

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	$125.00	1	$125.00
Data Analyst	Per Hour	$150.00	1	$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of $150/hr.				
			Sub Total:	$275.00
Project Management				
Project Management	Per Hour	$150.00	2	$300.00
Project Coordinator	Per Hour	$90.00	2	$180.00
Data Analyst and Reporting	Per Hour	$140.00	1	$140.00
			Sub Total:	$620.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	$120.00	1	$120.00
Bilingual Toll-Free Contact Center	Static Rate	$100.00	1	$100.00
NCOA Address Update (USPS)	Static Rate	$86.20	1	$86.20
Settlement Website: Static Apex URL	Static Rate	$500.00	1	$500.00
Settlement Status Reports	Static Rate	$750.00	1	Waived
			Sub Total:	$806.20

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	$120.00	3	$360.00
Account Management and Reconciliation	Per Hour	$140.00	3	$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	$1.50	431	$646.50
USPS First Class Postage	Per Piece	$0.74	431	$318.94
Remail Distribution to Updated Address (Skip Trace)	Per Piece	$2.50	43	$107.75
Individual Income Tax Preparation & Reporting	Per Hour	$100.00	6	$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	$1,250.00	1	$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	$500.00	1	$500.00
			Sub Total:	$4,203.19
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	$135.00	2	$270.00
Project Management Reconciliation	Per Hour	$100.00	2	$200.00
Declarations	Per Hour	$120.00	1	$120.00
			Sub Total:	$590.00

WILL NOT EXCEED: $6,490.00

Thank you for your business!

CLASS ACTION ADMINISTRATION

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the party's concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of $1.50 per storage box for paper documents and $0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 6

Patricia Anderson v. Arbor Post Acute, LLC, et al.
Butte County Superior Court Case No. 24CV02070

||||||||||||||||||||||||||||||||
<<PSA ID>>
<<First Last>>
<<Address>>
<<City, State, Zip, Country>>

Name/Address Changes (if any):

_____

_____

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

If you are or were a non-exempt, hourly employee who worked for Arbor Post Acute, LLC in California at any time between November 10, 2023, to April 30, 2025, you are entitled to receive money from a Representative PAGA Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this notice?

A settlement (the "Settlement") was reached in a representative Private Attorneys General Act ("PAGA") action lawsuit entitled *Patricia Anderson v. Arbor Post Acute, LLC, et al*., Butte County Superior Court Case No. 24CV02070 (the "Action" or "Lawsuit"). The Defendants in the Action are Arbor Post Acute, LLC and Providence Group, Inc. (collectively "Defendants").

The Court has granted approval of a PAGA representative group of Aggrieved Employees defined as follows:

> All non-exempt, hourly employees who worked for Arbor Post Acute, LLC in California at any time between November 10, 2023, to April 30, 2025.

Defendants' employment records indicate that you meet this definition, which makes you a member of the PAGA representative group of Aggrieved Employees. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, and your legal rights.

2. What is this Lawsuit about?

On September 3, 2024, Plaintiff Patricia Anderson filed the operative complaint against Defendant alleging several violations of California wage and hour laws. Plaintiff alleges that Defendants owed penalties under California's Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5 ("PAGA"). Defendants vigorously deny all the claims and contentions made in the Lawsuit and maintain they have fully complied with the law but has agreed to settle the Lawsuit to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendants. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved

Employees.

4. What are the terms of the Settlement?

Defendants will pay One Hundred Ninety-Four Thousand Dollars and Zero Cents ($194,000.00) to settle the Action (the "Gross Settlement Amount"). The Gross Settlement Amount will be used to pay Individual PAGA Payments, the California Labor and Workforce Development Agency ("LWDA") PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

The Court has approved the following payments from the Gross Settlement Amount:

- Plaintiff's Counsel's fees of Sixty-Seven Thousand Nine Hundred Dollars and Zero Cents ($67,900.00);
- Plaintiff's Counsel's out-of-pocket litigation costs of Twenty Thousand Seven-Hundred Thirty-Three Dollars and Eighty Cents ($20,733.80); and
- Settlement Administration Costs for the third-party Settlement Administrator of Six-Thousand Four-Hundred and Ninety Dollars and Zero Cents ($6,490.00).

The law requires that Sixty-Four Thousand Two-Hundred Sixty-Nine Dollars and Fifty-Three Cents ($64,269.53), or 65% of the Ninety-Eight Thousand Eight Hundred Seventy-Six Dollars and Twenty Cents ($98,876.20) remaining in the Gross Settlement Amount, be paid to the LWDA. The remaining Thirty-Four Thousand Six Hundred Six Dollars and Sixty-Seven Cents ($34,606.67) ("Aggrieved Employees Payment") will be paid out to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendants.

5. How much am I receiving?

Each Aggrieved Employee is receiving a *pro rata* share of the Aggrieved Employees Payment based on the number of pay periods the person worked for Arbor Post Acute, LLC as a non-exempt, hourly employee during the Representative Period, defined above. Any pay period in which an Aggrieved Employee worked at least one day was counted as a pay period.

To calculate an Aggrieved Employee's share of the Aggrieved Employees Payment, the Aggrieved Employees Payment was divided by the aggregate total number of pay periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's share of the Aggrieved Employee's share of the Aggrieved Employees Payment will be calculated by multiplying each individual Aggrieved Employee's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Aggrieved Employee's share of the Aggrieved Employees Payment is: $<<Est.PAGAPaymentAmt>>

Each Aggrieved Employee's share of the Aggrieved Employees Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form 1099 for his or her share of the Aggrieved Employees Payment.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq*. in the names

of those Aggrieved Employees who did not cash their Settlement checks until such time they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon the Effective Date of the Judgment, the State of California, the LWDA, Plaintiff, and the Aggrieved Employees have released the Released Parties from the Released Claims for the Representative Period, which is defined above.

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, transactions, or occurrences that occurred during the PAGA Period, for: all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice including, but not limited to, any and all claims involving (a) any failure to pay wages, including minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods (including failure to pay meal period premiums); (d) failure to provide rest periods (including failure to pay rest period premiums) (e) failure to provide accurate itemized wage statements; (f) failure to timely pay wages including wages due upon termination; (g) failure to maintain accurate records; (h) failure to reimburse necessary expenses; (i) violation of Business & Professions Code 17200 *et seq*.; and (j) any and all statutes and regulations referenced in the Complaints or PAGA Notices. Aggrieved Employees cannot opt out of or object to the foregoing Release.

The Released Parties are defined as Defendants and their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
If you have questions, you can call the Settlement Administrator at _____.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' MANAGERS OR SUPERVISORS ABOUT THIS SETTLEMENT
They will not be able to assist you.

EXHIBIT 7