

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AGREEMENT

This Joint Stipulation of Class Action Settlement Agreement (“Settlement Agreement,” “Agreement” or “Settlement”) is reached by and between Plaintiff Richard Tolentino (“Plaintiff”), as an individual and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant 24-Seven Senior Care LLC (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as “the Parties.” Plaintiff and the Settlement Class are represented by Stephen Noel Ilg of the Ilg Legal Office, P.C. (“Class Counsel”). Defendant is represented by Michael Farbstein of The Law Firm of Farbstein & Blackman, A Professional Corporation (“Defense Counsel”).

This settlement is made and entered into in compromise of the class and representative claims that were alleged or could have been alleged in the lawsuit that was filed by Plaintiff against Defendant on or about February 14, 2023 in San Mateo County Superior Court, titled *Richard Tolentino, on behalf of himself, all others similarly situated, and the general public, vs. 24-Seven Senior Care LLC, a California Limited Liability Company, and DOES 1 through 100, inclusive*, Case No. 23-CIV-00710 (the “Action”).

The current operative complaint in the Action is the First Amended Complaint, which alleges the following causes of action on behalf of the Settlement Class under California law: (1) failure to provide sick leave in violation of the Labor Code; (2) failure to pay overtime wages in violation of the Labor Code and Wage Orders; (3) failure to provide meal and rest periods; (4) failure to pay final wages on time in violation of the Labor Code; (5) failure to furnish wage and hour statements; (6) unfair business practices in violation of the Business & Professions Code; and (7) Plaintiff also sought civil penalties under the Private Attorneys General Act (PAGA).

Given the uncertainty of litigation, the Parties wish to settle both individually and on behalf of the Settlement Class. Defendant enters into this conditional settlement and executes this Settlement Agreement with no admission of liability whatsoever, and solely for the purpose of compromising and settling the action to avoid the cost and operational burden of continued

litigation. Defendant does **not** concede that any alleged wages or penalties are due or owing, and vigorously disputes all of the claims in this Action. Accordingly, the Parties agree as follows:

1. **Conditional Certification of Settlement Class.** For purposes of this Settlement Agreement only, the Parties stipulate to the conditional certification of the following Settlement Class, defined as:

All current and former hourly-paid, non-exempt employees who worked for Defendant in the State of California at any time on or after February 14, 2019 (*i.e.*, the date that is four years prior to February 14, 2023, when the Action was filed), through the date of entry of a Court order granting preliminary approval of this settlement.

The Parties agree that certification for purpose of settlement is not an admission that class certification is otherwise proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, the Parties' stipulation to conditional certification as part of the Settlement shall become null and void; shall be inadmissible for any purpose in any action; will have no effect in this matter or in any other matter; shall have no bearing on the issue of whether or not certification would be appropriate in a non-settlement context; and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement. Defendant expressly reserves its rights and declares that it intends to oppose class certification vigorously should this Settlement not be granted Final Approval.

2. **General Release By The Named Plaintiff/Class Representative and Covenant Not to Sue.** Upon final approval by the Court, and in exchange for the consideration provided, the named Plaintiff/Class Representative, on behalf of himself, and his respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will have forever and completely released Defendant and the Released Parties (defined as "Defendant and each of Defendant's past, present, and future companies, operating entities, parents, subsidiaries, affiliates, divisions, joint ventures,

predecessors, successors, and assigns; and each of Defendant's past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, attorneys, advisors, accountants, representatives, plans, trusts, trustees, heirs, executors, administrators, predecessors, successors, or assigns of any of the foregoing (referred to as "Released Parties"), from any and all claims, demands, rights, liabilities and causes of action that he has or could have against Defendant regarding his employment, the cessation thereof, and/or concerning any events or circumstances occurring at any time through the date of entry of a Court order granting approval of this Settlement (referred to as "Released Claims."). Such Released Claims include any and all known and unknown claims for violation of the California Labor Code, the California Government Code, the California Business and Professions Code, the Private Attorneys General Act (PAGA), the applicable Industrial Welfare Commission Orders or any similar state or federal law, whether for economic damages, non-economic damages, liquidated damages, punitive damages, restitution, penalties, alleged unpaid wages, interest, other monies, or other relief based on any facts, circumstances, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act that have been asserted or could have been asserted based on the facts alleged in this litigation through the date of entry of a Court order granting approval of this Settlement, including any and all claims that Plaintiff has arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged or asserted in the Complaint, or First Amended Complaint, including but not limited to any and all claims under PAGA and California Labor Code Sections 200-204, 210, 216, 223, 225.5, 226, 226.3, 226.7, 246, 247.5, 500, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1198, and 2698, *et. seq.*, based on the facts alleged in this litigation through the date of entry of a Court order granting approval of this Settlement. Each named Plaintiff hereby executes a general release of all claims and a waiver of rights under Code of Civil Procedure Section 1542, including but not limited to a release of any and all claims under the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act and the California Family Rights Act. Each named Plaintiff hereby waives the right to participate in, or to receive recovery from, any other representative

1 action, class action or PAGA action brought by any other employee against Defendant. Each
2 named Plaintiff further covenants not to sue Defendant for any claims or causes of action covered
3 by this Release.

4 In exchange for the additional consideration provided by Defendant to the named Plaintiff under
5 this Agreement, as to the foregoing known and unknown claims, the named Plaintiff understands
6 and expressly waives the benefits of California Civil Code § 1542 and agrees that this Agreement
7 extends to all of his Released Claims against Defendant and the Released Parties, regardless of
8 nature or kind, whether known or unknown, suspected or unsuspected, vested or contingent,
9 arising from or attributable to any incident or event, occurring in whole or in part, on or before
10 the Parties' execution of this Settlement Agreement, and that any and all rights granted under any
11 state or federal law or regulation limiting the effect of this Agreement, including the provisions
12 of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Civil
13 Code Section 1542 provides:

14
15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
16 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
17 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
18 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
19 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
20 **DEBTOR OR RELEASED PARTY.**

21 Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full
22 and complete release and discharge of Defendant and the Released Parties, the named Plaintiff
23 expressly acknowledges that this Agreement is intended to include in its effect, without limitation,
24 all claims which he does not know or suspect to exist in his favor at the time of execution hereof,
25 and that this Agreement contemplates the extinguishment of any such claim or claims.

26
27 **3. Release By The Settlement Class.** This Settlement will release all claims asserted in
28 the Action on behalf of Plaintiff, the State of California, and the Settlement Class, and any

1 claims that could have been asserted based on the facts and circumstances alleged in this
2 lawsuit, including the Complaint and the First Amended Complaint. Upon final approval by the
3 Court, and in exchange for the consideration provided, Settlement Class Members, and their
4 respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators,
5 guardians, personal representatives, successors-in-interest, and assigns, will have forever and
6 completely released Defendant and the Released Parties (as defined above) from any and all
7 claims, charges, complaints, causes of action, debts, liabilities, demands, grievances,
8 obligations, guarantees, costs, expenses, attorneys' fees, penalties, damages, restitution,
9 injunctive relief, and remedies of any other type during the Class Period that are based on, arise
10 out of or could have been asserted in the Action based on the facts and circumstances alleged in
11 this Action, including but not limited to such claims made pursuant to the California Industrial
12 Welfare Commission Wage Orders, the California Labor Code Sections 200-204, 210, 216, 223,
13 225.5, 226, 226.3, 226.7, 246, 247.5, 500, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1198,
14 and 2698, *et. seq.*, including but not limited to the alleged failure to provide sick leave, alleged
15 failure to pay overtime, alleged failure to provide meal breaks, alleged failure to provide rest
16 breaks, alleged meal and rest period penalties, the alleged failure to provide adequate wage
17 statements, the alleged failure to timely pay wages ("waiting time" penalties), alleged unfair
18 business practices under Business and Professions Code section 17200 *et seq.*, and for alleged
19 penalties and interest pursuant to the California Labor Code and the Private Attorneys General
20 Act of 2004 ("PAGA"), up to and including the date of entry of a Court order granting
21 Preliminary Approval of this Settlement ("Released Claims"). Any Settlement Class Member
22 covered by the Agreement will be barred from proceeding with any claim released by this
23 Agreement. Plaintiff, the State of California, and all Settlement Class Members and their
24 respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators,
25 guardians, personal representatives, successors-in-interest, and assigns, will forever and
26 completely release and discharge Defendant and the Released Parties from any and all claims,
27 charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs, expenses,
28 attorneys' fees, penalties, interest, damages, restitution, injunctive relief, declaratory relief and

remedies of any other type, which are asserted or which could have been asserted in the Complaint, and the First Amended Complaint, based on the facts pled in this Action occurring during the Settlement Class Period through the date of entry of a Court order granting approval of this Settlement.

4. Maximum Settlement Amount. As consideration, Defendant agrees to pay a Maximum Settlement Amount (“MSA”) of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) in full and complete settlement of the Action, as follows:

- A. Class Counsel shall solicit at least two bids for a Settlement Administrator and consult with Defense Counsel on selection of a Settlement Administrator. Class Counsel shall be responsible for retaining the Settlement Administrator and this may involve Class Counsel advancing some or all of the Settlement Administrator’s costs, subject to repayment from the MSA. The Settlement Administrator shall provide weekly reports to both Class Counsel and Defense Counsel as to class participation with respect to opt-outs and objections.
- B. The MSA shall be deposited with the Settlement Administrator into an interest-bearing Qualified Settlement Fund (as set forth below) for the benefit of the Settlement Class members, in two (2) equal installments of Sixty Thousand Dollars and Zero Cents (\$60,000.00), with the first payment due April 1, 2025, and the second payment due April 1, 2026. Legal costs will be reimbursed out of the first installment, and all other components will be paid pro rata between the first and second installment.
- C. The “Effective Date” of the settlement shall be the latest of: (a) if no objection to Final Approval is filed, 10 calendar days after the Court enters an order granting Final Approval of the settlement; (b) if there is an objection to the settlement that is not withdrawn, 10 calendar days after the period for appeal has expired if no appeal, review, or writ is sought from Final Approval of the settlement; or (c) if an appeal, review or writ is sought from Final Approval of the settlement, 10 calendar days after Final Approval of the settlement and final judgment is affirmed with no possibility of subsequent appeal or other judicial review therefrom, or the date the appeal or other judicial review therefrom are fully dismissed with no possibility of subsequent appeal or other judicial review.
- D. Provided there is final approval, this is a non-reversionary settlement. The MSA is an all-inclusive settlement of the following payments:
 - (1) Payments to Plaintiff and the Settlement Class for any and all alleged unpaid wages, damages, statutory penalties, civil penalties, restitution, and interest under the California Labor Code, Business and Professions Code Section 17200, *et. seq.* and applicable Wage Orders of the California Industrial

Welfare Commission, including but not limited to Labor Code Sections 203, 204, 226, 226.3, 226.7, 512, 516, 558, 1198, 1197.1 and 2698, *et. seq.* for alleged unpaid wages and penalties;

- (2) Allocation of civil penalties in the amount of \$7,000.00 under the Private Attorneys General Act ("PAGA"), 75% (i.e., \$5,250) of which will be paid to the Labor Workforce Development Agency ("LWDA"), and 25% (i.e., \$1,750) of which will be distributed to the Settlement Class as the "Remaining PAGA Amount";
- (3) Incentive payments to the named Plaintiff/Class Representative of up to \$7,500.00, subject to Court approval;
- (4) Class Counsel fees of up to 1/3 (one-third) of the MSA (\$120,000.00) which equals \$40,000, subject to Court approval;
- (5) Class Counsel litigation costs of up to \$12,000, subject to documentation and Court approval;
- (6) Settlement administration costs;
- (7) Payroll withholdings and taxes on the wage portion of the MSA;
- (8) Any and all alleged penalties; and interest.
- (9) If the Court approves Civil Penalties, Incentive Payments, Class Counsel fees, Class Counsel litigation costs and/or Settlement administration costs in an amount less than the amount requested, this agreement shall remain in force, and the Settlement Administrator will retain the remainder in the MSA for distribution pursuant to the terms of this agreement.

5. Payments to the Settlement Class. Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Share") from the Settlement. Settlement Shares will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the MSA the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Incentive Payment, the Settlement Administrator's fees and expenses for administration, and the amount set aside as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount" or "NSA."
- B. The Settlement Administrator will then calculate each Settlement Class member's Settlement Share based on the following formula:

1 i. The NSA: The NSA will be distributed to all participating Settlement Class
2 members (i.e., all Settlement Class members except those who have submitted a
3 timely Exclusion Letter) based on each participating Settlement Class member's
4 proportionate total weeks worked during the Class Period, by multiplying the NSA
5 by a fraction, the numerator of which is the participating Settlement Class
6 member's total weeks worked during the Class Period, and the denominator of
7 which is the total amount of weeks worked by all participating Settlement Class
8 members during the Class Period.

9
10 ii. PAGA Amount: Seven Thousand Dollars and Zero Cents (\$7,000.00) of
11 the MSA has been designated as the "PAGA Amount," as described above, 75%
12 of which will be paid to the LWDA (i.e., \$5,250). The remaining \$1,750 will be
13 payable to certain of the participating Settlement Class members as the
14 "Remaining PAGA Amount." Each participating Settlement Class member who
15 was employed by Defendant at any time during the one-year limitations period
16 applicable to the PAGA claim, from February 14, 2022 to the date of entry of a
17 Court order granting preliminary approval of this Settlement ("PAGA Period"),
18 shall receive a portion of the Remaining PAGA Amount based on each
19 participating Settlement Class member's proportionate total weeks worked during
20 the PAGA Period, by multiplying the Remaining PAGA Amount by a fraction, the
21 numerator of which is the participating Settlement Class member's total weeks
22 worked during the PAGA Period, and the denominator of which is the total amount
23 of weeks worked by all participating Settlement Class members during the PAGA
24 Period.

25
26 C. Within five (5) business days following each of Defendant's deposits of the MSA
27 installments with the Settlement Administrator, the Settlement Administrator will
28 calculate Settlement Share amounts, as well as the amount of the employer's share
of payroll taxes due on the wage portion of the Settlement Shares, and provide the
same to Defense Counsel and Class Counsel for review and approval (the

information provided to Class Counsel will be anonymized such that the names and any identifying information of Settlement Class members will not be disclosed to Class Counsel and will remain strictly confidential, as specified below).

- D. Subject to final approval by the Court and subject to approval by Defense Counsel and Class Counsel of the calculations mentioned herein, any individual settlement awards, the PAGA payment, Class Counsel fees and costs, incentive payment to class representative and settlement administrator costs will be paid within 45 days after each MSA installment payment to the Settlement Administrator.
- E. The Settlement Administrator will prepare and mail Settlement Shares, less applicable taxes and withholdings, to participating Settlement Class members, after each MSA installment payment. The Settlement Administrator shall include a Notice of Settlement Distribution, attached as Exhibit C,¹ with distribution and mailing of the Settlement Shares. Such Notice of Settlement Distribution shall set forth the release of claims by the Settlement Class, and shall also include a statement explaining that Defendant enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation. The Settlement Administrator shall simultaneously pay the withholdings and taxes to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.
- F. For purposes of calculating applicable taxes and withholdings, each Settlement Share shall be allocated as follows: Twenty percent (20%) as wages; and eighty percent (80%) as penalties and interest.
- G. **Qualified Settlement Fund.** “QSF” shall mean the Qualified Settlement Fund established by the Settlement Administrator for the benefit of the Settlement Class members and from which the Settlement Shares and all other payments under this Agreement shall be paid, as stated above. The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number and shall transmit the required employers’ and employees’ share of the withholdings and taxes, if any, to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a QSF under U.S. Treasury Regulation section 468B-1 and section 468B of the Internal Revenue Code of 1986, as amended (the “Code”). The QSF shall be an interest-bearing account at a federally insured bank that is mutually acceptable to the Parties and the Settlement Administrator. The Parties agree that the QSF is intended to be a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. Section 1.468B-1, 26 CFR Sections 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. With respect to the QSF, the Settlement

¹ This Notice will be translated into Spanish by the Settlement Administrator and Class Members will receive it in both English and Spanish.

Administrator shall: (1) open and administer in such a manner as to qualify and maintain the qualification of the QSF as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg. Section 1.468B-1; (2) satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to Defendant and the QSF and any interest or other income earned by the QSF; and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the interest or other income earned by the QSF, and (ii) fees, expenses, and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated as, and included in, the costs of administering the QSF and as Settlement Administration costs. The Settlement Administrator shall provide copies to Defendant of any federal, state, and local income or other tax reporting, return, and filing prepared on Defendant’s behalf. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this section.

H. The Settlement Administrator shall be treated as an “administrator” as defined at Treasury Regulation section 1.468B-2(k) for purposes of federal and state income tax reporting with respect to the distributions and payments made under this Settlement Agreement. Accordingly, the Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest at times and in the manner required by the Internal Revenue Code and consistent with this Settlement Agreement. If the Internal Revenue Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Settlement Agreement, the processes set forth in this section may be modified in a manner to comply with any such changes. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

It is acknowledged and understood that Plaintiff, Defendant, Class Counsel, and Defense Counsel cannot offer tax advice to Settlement Class members regarding the tax treatment of any payments made under this Settlement Agreement, nor should any statement made herein be construed as tax advice. Neither Class Counsel nor Defense Counsel intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability. Plaintiff and Settlement Class members should consult with their respective tax advisers

regarding the tax treatment of any payments made under this Settlement Agreement.

I. Each member of the Settlement Class who receives a Settlement Share must cash that check within one hundred and twenty (120) days from the date the Settlement Administrator mails it. The expiration date of the settlement checks will be one hundred and twenty (120) calendar days from the date that the settlement checks are mailed. The amount of any settlement checks that are returned as undeliverable or not cashed by a Settlement Class Member within one hundred and twenty (120) calendar days of the date of the mailing of the settlement checks shall become null and void, and such monies plus interests accrued thereon shall be distributed to the nonprofit "Legal Aid at Work" (LAAW), located at located at 180 Montgomery Street, Suite 600, San Francisco, CA 94104, pursuant to Code of Civil Procedure section 384.

J. Neither Plaintiff or Class Counsel, nor Defendant or Defense Counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Class Counsel Fees and Costs.** Class Counsel will request a total award of attorneys' fees of one-third of the MSA (\$120,000.00), which is currently estimated to be Forty Thousand Dollars and Zero Cents (\$40,000.00), plus actual costs and expenses as supported by declaration, in an amount currently estimated at no more than Twelve Thousand Dollars and Zero Cents (\$12,000.00). Any all such Class Counsel fees and litigation costs and expenses shall be paid out from the MSA. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued IRS Forms 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. **Named Plaintiff's Incentive Payment.** Plaintiff will request an Incentive Payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), to be paid out from the MSA for Plaintiff's general release of claims, his time and risks in prosecuting this case, and his service to the Settlement Class. This award will be in addition to each Plaintiff's Settlement Share as a Settlement Class member and shall be reported on an IRS Form 1099 by the Settlement Administrator.

8. **Settlement Administrator.** Class Counsel shall be responsible for retaining the Settlement Administrator. Class Counsel shall solicit at least two bids for claims administrator and consult with Defense Counsel on selection of a Settlement Administrator. Class Counsel shall be responsible for retaining the Settlement Administrator and this may involve Class

Counsel advancing some or all of the Settlement Administrator's costs, subject to repayment from the MSA. The Settlement Administrator's costs shall be paid out from the MSA. The Settlement Administrator shall be responsible for sending notices to the Settlement Class, calculating Settlement Shares and preparing all checks and mailings, providing weekly reports to both Class Counsel and Defense Counsel as to opt-outs and objections, and other duties as described in this Settlement Agreement. Settlement Administrator shall provide weekly reports to both Class Counsel and Defense Counsel as to class participation with respect to opt-outs and objections. The Settlement Administrator shall be authorized to pay itself from the MSA by Class Counsel only after all Settlement Shares and the accompanying Notices of Settlement Distribution have been mailed to all participating Settlement Class members, after payment of both MSA installments.

9. **Preliminary Approval.** Class Counsel shall be responsible for preparing the Motion for Preliminary Approval and the Motion for Final Approval. Class Counsel agrees to file Plaintiff's Motion for Preliminary Approval by no later than thirty (30) business days after this settlement agreement is fully executed. Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement only;
- B. Appointing Stephen Noel Ilg, Sydney Wilberton, and Nicolas Jupillat of ILG Legal Office, PC as Class Counsel;
- C. Appointing Richard Tolentino as Class Representative for the Settlement Class;
- D. Approving the Settlement Administrator selected per 4(A) above as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Settlement Award, attached hereto as Exhibits A and B, respectively),² and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

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

- A. Within thirty (30) business days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known mailing addresses, last known telephone numbers, social security numbers, total weeks worked during the Class Period, and the total weeks worked during the PAGA Period for all Settlement Class members (the

² These Notices will be translated into Spanish by the Settlement Administrator and Class Members will receive them in both English and Spanish.

“Class Data”). The Class Data shall be provided to the Settlement Administrator in a mutually agreed-upon electronic format satisfactory to the Settlement Administrator. The Settlement Administrator shall sign an agreement with Defendant to keep the Class Data strictly confidential, in a password protected database, and such data shall be designated and marked “CONFIDENTIAL: FOR THE SETTLEMENT ADMINISTRATOR’S EYES ONLY.” The Class Data **shall be kept strictly confidential by the Settlement Administrator at all times, for the Settlement Administrator’s eyes only, and shall not be disclosed to Plaintiff, Class Counsel, or Settlement Class members.** Any and all information to be disclosed or used for settlement purposes shall remain protected by California Evidence Code Section 1152 and the Parties’ Protective Order.

B. Within twenty (20) days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the addresses of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Share for each Settlement Class member; (iv) provide its calculations to Defense Counsel and Class Counsel for approval (in an anonymized list that shall not disclose the names or any identifying information of any Settlement Class member); and (v) mail a Notice Packet by first class mail to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. **Requests for Exclusion.** Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail an Exclusion Letter (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).

i. **Class Notice.** The Notice Packet shall state, in both English and Spanish, that Settlement Class members who wish to exclude themselves from the settlement must submit an “Exclusion Letter” by the Response Deadline. The Exclusion Letter is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member’s name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Exclusion Letter does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement, except an Exclusion Letter not containing a Settlement Class member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Exclusion Letter shall be the exclusive means used to determine whether an Exclusion Letter has been timely submitted. Any Settlement Class member who timely and validly requests to be excluded from

the Settlement Class will not be entitled to any recovery under this Settlement Agreement, will not be bound by the terms of the Settlement Agreement, and will not have any right to object, appeal, or comment thereon.

D. **Objections.** Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement by submitting a written objection to the Settlement Administrator before the Response Deadline as explained in the Class Notice. The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and Defense Counsel, who shall then promptly file all such objections with the Court. Defense Counsel and Class Counsel may file and serve any responses to objections no later than five (5) Court days prior to the Final Approval Hearing. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object but who fails to comply with the objection procedures set forth herein and/or in the Class Notice shall be deemed not to have objected.

E. **Notice of Settlement Award/Disputes.** Each Notice Packet mailed to a Settlement Class member shall contain a Notice of Settlement Award, in both English and Spanish, in which shall be disclosed the amount of the Settlement Class member's estimated Settlement Share as well as all of the information that was used from Defendant's records in order to calculate the Settlement Share, including the Settlement Class member's total weeks worked during the Class Period, the total weeks worked by the Settlement Class member during the PAGA Period, and whether the Settlement Class member's employment with Defendant ended during the Class Period. Settlement Class Members will have the opportunity, should they disagree with the information stated in their Notice of Settlement Award, to submit a dispute with documentation to show contrary information, as explained in the Class Notice. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted, and will make a determination after consulting with the Parties. Defendant's records, including time and pay records, shall be presumptively determinative in any dispute or challenge by a Settlement Class member over entitlement to payment, share of payment or membership in the class. The Parties and the Settlement Administrator will evaluate any documentation timely submitted and discuss in good faith how many work weeks should be credited to each Settlement Class member so that a good faith resolution can be reached as to any disputes timely submitted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Shares under the terms of this Settlement Agreement. The Settlement Administrator's determination of the

eligibility for and amount of any Settlement Share shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member’s Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of the Parties, Class Counsel, or Defense Counsel to provide notice of the proposed settlement.
- G. Under no circumstances will the Parties or their counsel take any action to encourage any Settlement Class member to opt out of or object to the settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff’s and Class Counsel’s application for attorneys’ fees, costs, Plaintiff’s Incentive Payments, and settlement administration costs in accordance with the terms and conditions of this Settlement Agreement; and
- C. Approving the form and content of the Notice of Settlement Distribution, attached hereto as **Exhibit C**; and
- D. Entering judgment pursuant to California Rule of Court 3.769. The Parties agree that judgment shall be entered specifying that Plaintiff shall take nothing except as set forth in the Parties’ Settlement Agreement.

Class Counsel agree to provide a draft of the motion for final approval to Defense Counsel at least five (5) business days prior to filing it with the Court. Class Counsel agrees to meet and confer with Defense Counsel as to a mutually agreed-upon date for the Final Approval Hearing.

12. Nullification of Settlement Agreement. In the event: (i) the Court does not grant preliminary approval of the Settlement as provided herein; (ii) the Court does not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be deemed null and void, including Defendant's obligation to fund the Maximum Settlement Amount; provided, however, that reduction by the Court of Class Counsel fees and costs or a reduction by the Court of Plaintiff's Incentive Payments shall not render this Settlement null and void. In the event this Settlement Agreement is rendered null and void as set forth herein, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, and the stipulations and recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their Counsel. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement; the Parties shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court; and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed and no individual or entity shall be entitled to the payment amounts contemplated herein, except that any costs already incurred by the Settlement Administrator shall be paid in equal parts by Plaintiff and Defendant.

13. Non-Admission of Liability. This Settlement Agreement represents a compromise and settlement of highly disputed claims and is not intended as an admission by Defendant of any merit to the claims nor of any liability to Plaintiff or the Settlement Class members. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability by Defendant or that class certification is appropriate in any context other than this settlement. Defendant vigorously denies the claims and each of the allegations asserted in this Action; specifically denies that any alleged wages or penalties are due or owing; and specifically denies any non-compliance with the Labor Code, the Wage Orders of the Industrial Welfare Commission, and the Business and Professions Code. Defendant enters into this Agreement for the sole purpose of avoiding the operational burden, expense and uncertainty of continuing litigation. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Neither the acceptance nor the performance by Defendant of the terms contained in this Agreement or any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed a precedent or an admission by Defendant and/or the Released Parties of the truth or merit of any allegations in the Action or of any violation of any federal, state, or local law, ordinance, or regulation, policy or procedure, or of any liability or wrongdoing whatsoever.

14. Non-Evidentiary Use. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement; provided, however, that this Settlement Agreement may be used by Defendant and/or the Released Parties to prove or defend against any

claim released herein by Plaintiff or any Settlement Class member in any claim or threatened claim, including but not limited to any judicial, quasi-judicial, administrative, or governmental proceeding. Neither this Settlement Agreement or its terms, nor any statements or conduct in the negotiation or drafting of it, shall be admissible, offered, or used as evidence by the Parties, any Settlement Class member, or their respective counsel in the Action or in any other proceeding as evidence of liability or wrongdoing by Defendant and/or the Released Parties, or for any purpose whatsoever. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152. In the event of non-approval by the Court, the Parties may not use the fact that the Parties agreed to settle the case (nor any communications regarding the Settlement or any confidential data provided for settlement purposes only), as evidence of Defendant's liability.

15. **Reservation of Rights.** Defendant expressly reserves the right and declares that it fully intends to oppose and defend against this Action vigorously should this Settlement not be granted preliminary or final approval by the Court, or be modified or reversed on appeal, or otherwise not become final. If for any reason this Settlement Agreement does not become effective, Defendant reserves the right to defend against this Action on any basis. Defendant does not concede the merits of Plaintiff's contentions, but has agreed to resolve the litigation through this Settlement in recognition of the expense and risk of continuing with the litigation and in the belief that the settlement is fair, adequate and reasonable. Therefore, in entering into this Agreement, it is the Parties' mutual intention and agreement that if for any reason the Parties' Settlement Agreement does not become final, Defendant will retain all rights to defend against this Action, and the fact of this Settlement may not be used by either Plaintiff in support of any argument against Defendant. Defendant will not be deemed to have waived, limited, or affected in any way any of its claims, rights, remedies, objections or defenses in the Action.

16. **Tax Liability.** Defendant, Defense Counsel, Plaintiff, and Class Counsel make no representations as to the tax treatment or legal effect of the payments called for herein, and the Plaintiff and the Settlement Class members are not relying on any statement or representation by Defendant, Defense Counsel, Plaintiff, or Class Counsel in this regard. Plaintiff and Settlement Class members understand and agree that Plaintiff and Settlement Class members will be solely responsible for the payment of any taxes and penalties assessed on the respective payments to them described herein.

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

18. **Voluntary Agreement/Statutory Representations.** Plaintiff acknowledges that they have been supplied with and have read the terms of the Agreement, that they have been encouraged to review this document thoroughly, and that they have discussed this Agreement with their attorneys, Stephen Noel Ilg of the Ilg Legal Office, P.C. Plaintiff warrants that he understands the contents and effect of this document, approves and accepts the terms of this Agreement, agrees to be bound thereby, and signs the same of his own free will. Plaintiff understands that under the provisions of the Age Discrimination in Employment Act, his are entitled to a 21-day period to consider this Agreement and to sign it. Plaintiff elects to voluntarily

1 waive the 21-day period. Plaintiff shall have a period of 7 calendar days after he signs this
2 Agreement to revoke it. Any revocation by Plaintiff shall be in writing and shall be delivered
3 personally or by e-mail to Defense Counsel before the expiration of such 7th day. In the event
4 that Defense Counsel does not receive such notice, the Agreement will become effective, final
and binding under the terms set forth herein. Should Plaintiff exercise his right to revoke the
Agreement, he will not be entitled to the payments provided in this Agreement.

5 19. **Notices.** After the Effective Date of this Settlement Agreement, all notices, demands, and
6 other communications to be provided concerning this Settlement Agreement shall be in writing
7 and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other
addresses as either Party may designate in writing from time to time:

8 if to Defendant: Michael Farbstein, Farbstein & Blackman
9 411 Borel Avenue, Ste. 425, San Mateo, CA 94402
10 maf@farbstein.com

11 if to Plaintiff: Stephen Noel Ilg, Ilg Legal Office, P.C.
12 156 South Spruce Ave, Unit 206A, So. San Francisco, CA 94080
13 silg@ilglegal.com
14

15 20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between
16 the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations,
17 presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof
relating to the subject matters hereof.

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

20 22. **Jurisdiction.** The Parties consent to the continuing jurisdiction of the San Mateo County
21 Superior Court following entry of an order granting approval of the Settlement for purposes of
22 enforcement of the Settlement Agreement and resolution of any dispute concerning any provision
of the Settlement Agreement.

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1 DATED: 09 / 04 / 2024



RICHARD TOLENTINO
Plaintiff and Class Representative

7 DATED: 09/16/2024

Raphael Del Castillo
Raphael Del Castillo (Sep 16, 2024 15:18 PDT)

By:
24-SEVEN SENIOR CARE LLC
Defendant

13 **APPROVED AS TO FORM:**

15 DATED: 09/16/2024

FARBSTEIN & BLACKMAN

Michael Farbstein

By:
MICHAEL FARBSTEIN
FARBSTEIN & BLACKMAN
Attorneys for Defendant
24-SEVEN SENIOR CARE LLC

23 DATED: September 4, 2024

ILG LEGAL OFFICE, P.C.

25 By: 
STEPHEN NOEL ILG
Attorneys for Plaintiff and the Settlement Class
RICHARD TOLENTINO

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

Richard Tolentino, on behalf of himself, all others
similarly situated, and the general public,

Plaintiff,

vs.

24-Seven Senior Care LLC, a California Limited
Liability Company, and DOES 1 through 100,
inclusive,

Defendants.

Case No. 23-CIV-00710

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former hourly, non-exempt employees employed by 24-Seven Senior Care LLC in California at any time on or after February 14, 2019 (the “Class Period”).

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

Why should you read this notice?

You previously received notice of a lawsuit brought by former 24-Seven Senior Care LLC (the “Company”) employees, titled *Richard Tolentino, on behalf of himself, all others similarly situated, and the general public, v. 24-Seven Senior Care LLC, a California Limited Liability Company, and DOES 1 through 100, inclusive*, Case No. 23-CIV-00710 in San Mateo County Superior Court (the “Action”). Richard Tolentino and his attorneys have reached a settlement with 24-Seven Senior Care LLC (the “Settlement”), which has been granted preliminary approval by the Court. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company vigorously disputes and denies the claims made by Richard Tolentino in this lawsuit. The Company agreed to this Settlement solely to avoid the operational burden, expense and uncertainty of continuing this lawsuit through the court system. **The Court has not decided on any of the contentions of the parties. This Notice does not mean that the Court believes there is any merit to any of the claims made by the Plaintiffs**

You may be entitled to money from this Settlement. The Company’s records show that you were employed by 24-Seven Senior Care LLC in California as an hourly, non-exempt employee at some point on or after February 14, 2019 (the “Class Period”). You are receiving this Notice because you are one of the employees who worked as an hourly, non-exempt employee, which makes you a member of the Settlement Class, and the Settlement affects your legal rights.

The purpose of this Notice is to describe the lawsuit, to tell you the terms of the Settlement, and to describe your rights relating to the Settlement. It also explains what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff alleges that 24-Seven Senior Care LLC did not pay hourly employees wages for all hours worked; did not pay overtime wages; did not pay at least minimum wage; did not pay final wages on time; did not maintain accurate records; did not provide meal and rest breaks; did not provide paid sick leave; and did not issue accurate, itemized wage statements. Plaintiff also alleges that 24-Seven Senior Care LLC engaged in unfair business practices and is liable for civil penalties under the Labor Code and the Private Attorneys

General Act (“PAGA”). Richard Tolentino is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Company denies all of Plaintiff’s claims. It believes that it has properly complied with all applicable laws and regulations governing meal periods, rest periods, wage statements, and overtime obligations.

The Company believes that it has complied with all applicable laws at all times. The Company denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. The Settlement is a compromise of disputed claims and is not to be an admission of liability by 24-Seven Senior Care LLC. 24-Seven Senior Care LLC agrees to the Settlement solely for the purposes of compromising and settling the Action to avoid the cost and operational burden of continued litigation.

After the Company provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties through a neutral third party. The Class Representative and Class Counsel have concluded that it is in the interests of Settlement Class members to settle the Action on the terms summarized in this Notice, and they support the Settlement. Among the reasons for support are the defenses that the Company has, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for 24-Seven Senior Care LLC, your decision to participate in the Settlement or not will not affect your employment. The Company strictly prohibits retaliation and will not take any adverse employment action against you, or otherwise retaliate or discriminate against any Settlement Class member because they choose to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiffs/Settlement Class: ILG LEGAL OFFICE, P.C. Stephen Noel Ilg silg@ilglegal.com 156 South Spruce Avenue, Unit 206A So. San Francisco, CA 94080 Tel: (415) 580-2574 Fax: (415) 735-3454	Attorneys for Defendant: FARBSTEIN & BLACKMAN Michael Farbstein Farbstein & Blackman 411 Borel Avenue, Ste. 425 San Mateo, CA 94402 Tel: (650) 554-6200 Fax: (650) 554-6240
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What are the terms of the Settlement?

On [REDACTED], the Court preliminarily granted conditional certification of a class, for settlement purposes only, of all hourly, non-exempt employees who were employed by 24-Seven Senior Care LLC in California at any time on or after February 14, 2019. If you, as a Settlement Class member, do not opt out of the Settlement per the procedures described below in this Notice, you will be bound by the Settlement, which means you will release any claims against 24-Seven Senior Care LLC as described below.

Defendant has agreed to pay \$120,000 (the “Maximum Settlement Amount” or “MSA”) to fund this settlement and to fully resolve all claims in the Action, including all payments of Settlement Shares to participating Settlement Class members, Class Counsel fees, costs and expenses, Settlement administration costs, alleged penalties (including PAGA civil penalties), interest, and the Class Representative’s Incentive Payment.

The Plaintiff (Richard Tolentino) requests the following deductions from the MSA:

Settlement Administrator Costs. The Court has approved [Settlement Administrator], to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Plaintiff will request up to \$ [REDACTED] from the MSA to pay the Settlement Administrator’s costs in administering the Settlement.

Class Counsel Fees and Expenses. The lawyers for Richard Tolentino will be paid from the \$120,000 MSA. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the MSA. As a Settlement Class member, you are not personally responsible for any of Class Counsel's attorneys' fees or expenses. The lawyers for Richard Tolentino have asked for up to one-third of the MSA, which is estimated to be \$40,000, as reasonable compensation for their work, up to and including finalization of this Settlement. The lawyers for Richard Tolentino will also ask to be reimbursed up to \$12,000 for verified costs they incurred in connection with the Action.

Incentive Payment to Class Representative. The lawyers for Richard Tolentino will ask the Court to award Richard Tolentino an incentive payment of \$7,500 for his service provided on behalf of the Settlement Class members.

PAGA Payment to State of California. \$5,250 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 75% of the \$7,000 the parties have agreed to allocate to the settlement of Plaintiff's claim on behalf of the Settlement Class members under the PAGA. The remaining \$1,750 will be payable to certain of the participating Settlement Class members as the "Remaining PAGA Amount," as described below.

Calculation of Participating Class Members' Individual Settlement Shares. After deducting the amounts above, subject to Court approval, what remains of the Maximum Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all participating Settlement Class members based on the formula described below. The NSA is estimated at approximately \$ [REDACTED]. The NSA will be divided as follows:

- (i) The NSA will be distributed to all participating Settlement Class members (i.e., all Settlement Class members except those who have submitted a timely Exclusion Letter) based on each participating Settlement Class member's proportionate total number of weeks worked during the Class Period, by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class member's total weeks worked during the Class Period as a non-exempt hourly employee, and the denominator of which is the total amount of weeks worked by all participating Settlement Class members as non-exempt hourly employees during the Class Period.
- (ii) As noted above, \$1,750 has been designated as the "Remaining PAGA Amount." Each participating Settlement Class member who was employed by Defendant at any time during the one-year limitations period applicable to the PAGA claim, at any time on or after February 14, 2022 through the date of entry of a Court order granting preliminary approval of this Settlement ("PAGA Period"), shall receive a portion of the Remaining PAGA Amount based on each participating Settlement Class member's proportionate total weeks worked for Defendant as a non-exempt employee during the PAGA period, by multiplying the Remaining PAGA amount by a fraction, the numerator of which is the participating Settlement Class member's total weeks worked for Defendant during the PAGA Period, and the denominator of which is the total number of weeks worked by all participating Settlement Class members during the PAGA period.

Payments to Participating Settlement Class Members. If the Court grants final approval of the Settlement, and you do not submit a valid and timely Exclusion Letter (described below), you will receive by mail your individual Settlement Share.

Allocation and Taxes. For tax purposes, each Settlement Share will be treated as 20% "wages," for which an IRS form W-2 will be issued; and 80% interest and penalties, for which an IRS form 1099 will be issued. If you participate as a Settlement Class member, you are responsible for the proper income tax treatment of your Settlement Share payment. The Settlement Administrator, Defendant and their counsel, and Plaintiffs and Class Counsel cannot provide tax advice. Accordingly, participating Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Uncashed funds. Once mailed, your Settlement Share check will be valid for 120 days. Your settlement check will expire one hundred twenty (120) calendar days from the date that the settlement checks are mailed. The amount of any settlement checks that are returned as undeliverable or not cashed by a Settlement Class Member within one hundred twenty (120) calendar days of the date of the mailing of the settlement checks shall become null and void, and such monies and interests thereon shall be distributed to the nonprofit "Legal Aid at Work" (LAAW), located at located at 180 Montgomery Street, Suite 600, San Francisco, CA 94104, pursuant to Code of Civil Procedure section 384.

Release. If the Court approves the Settlement, each Settlement Class member who has not submitted a valid Exclusion Letter (and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns), will forever and completely release Defendant, and each of Defendant's past, present, and future companies, operating entities, parents, subsidiaries, affiliates, divisions, joint ventures, predecessors, successors, and assigns; and each of Defendant's past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, attorneys, advisors, accountants, representatives, plans, trusts, trustees, heirs, executors, administrators, predecessors, successors, or assigns of any of the foregoing (the "Released Parties"). This Settlement will release all claims asserted in the Action on behalf of Plaintiffs, the State of California, and the Settlement Class, and any claims that could have been asserted based on the facts and circumstances alleged in this lawsuit, including the Complaint, the First Amended Complaint, and the Second Amended Complaint. Upon final approval by the Court, and in exchange for the consideration provided, Settlement Class Members, and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will have forever and completely released Defendant and the Released Parties (as defined above) from any and all claims, charges, complaints, causes of action, debts, liabilities, demands, grievances, obligations, guarantees, costs, expenses, attorneys' fees, penalties, damages, restitution, injunctive relief, and remedies of any other type during the Class Period that are based on, arise out of or could have been asserted in the Action based on the facts and circumstances alleged in this Action, including but not limited to such claims made pursuant to the California Industrial Welfare Commission Wage Orders, the California Labor Code Sections 200-204, 210, 216, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1198, and 2698, *et. seq.*, for the alleged failure to provide paid sick leave, pay overtime premiums, alleged failure to provide meal breaks, alleged failure to provide rest breaks, alleged meal and rest period penalties, the alleged failure to provide adequate wage statements, the alleged failure to timely pay wages ("waiting time" penalties), the alleged unfair business practices under Business and Professions Code section 17200 *et seq.*, and for alleged penalties and interest pursuant to the California Labor Code and the Private Attorneys General Act of 2004 ("PAGA"), up to and including the date of entry of a Court order granting Preliminary Approval of this Settlement ("Released Claims"). Any Settlement Class Member covered by the Agreement will be barred from proceeding with any claim released by this Agreement. Plaintiffs, the State of California, and all Settlement Class Members and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will forever and completely release and discharge Defendant and the Released Parties from any and all claims, charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, interest, damages, restitution, injunctive relief, declaratory relief and remedies of any other type, which are asserted or which could have been asserted in the Complaint, the First Amended Complaint, and the Second Amended Complaint based on the facts pled in this Action occurring during the Settlement Class Period through the date of entry of a Court order granting approval of this Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I receive payment from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on your total weeks worked for Defendant during the Class Period as a non-exempt employee and whether your employment with Defendant ended during the Class Period. You also will be bound by the Settlement, including the release of claims stated above.

What if I disagree with the Notice of Settlement Award? As stated above, your Settlement Share is calculated based on your total weeks worked for Defendant during the Class Period as a non-exempt employee. Your estimated Settlement Share has been calculated and is included on the enclosed Notice of Settlement Award, along with your total weeks worked for Defendant as a non-exempt employee during each relevant time period based on Defendant's records. If you believe any of this information is incorrect, you may submit a written dispute and supporting documentation by following the directions on the Notice of Settlement Award. In such a case, you must complete the bottom section of the Notice of Settlement Award and return it to the Settlement Administrator by [RESPONSE DEADLINE] with documentation to establish the total amount of weeks that you claim to have actually worked for Defendant as a non-exempt employee during each relevant time period. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and the Settlement Administrator will evaluate any documentation timely submitted and discuss in good faith how many work weeks should be credited to each Settlement Class member so that a good faith resolution can be reached as to any disputes timely submitted. The Settlement Administrator's decision regarding any dispute will be final.

What other options do I have?

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Exclusion Letter" postmarked no later than [RESPONSE DEADLINE], with your full name, current address and telephone number, last four digits of your social security number, and signature. The Exclusion Letter should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *Tolentino v. 24-Seven Senior Care LLC* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT."

Send the Exclusion Letter directly to the Settlement Administrator at [ADMINISTRATOR CONTACT INFO]. Any person who submits a valid and timely Exclusion Letter shall, upon receipt, no longer be a Settlement Class member, shall be barred from objecting to or participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and an Exclusion Letter.** If you do, the Exclusion Letter will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement, including the release of claims stated above.

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your full name, current address, and phone number; the name, address and phone number of any attorney representing you; the case name and number; each specific reason in support of your objection; and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections must be in writing and must be postmarked on or before [RESPONSE DEADLINE].

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for [...], 202X at X:XX x.m. in San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before [RESPONSE DEADLINE]. All objections or other correspondence must state the name and number of the case, which is *Richard Tolentino, on behalf of himself; all others similarly situated, and the general public, v. 24-Seven Senior Care LLC, a California Corporation, and DOES 1 through 100, inclusive*, Case No. 23-CIV-00710.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement, including the release of claims stated above, in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on [...], 202X at X:XX x.m., in San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and costs and expenses and the Incentive Payment to the Class Representatives. The Final Approval Hearing may be postponed without further notice to the Settlement Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Mateo County Superior Court, located at 400 County Center, Redwood City, CA 94063, during regular court hours. You may also contact Class Counsel Stephen Noel IIg at (415) 580-2574 for more information.

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

REMINDER AS TO TIME LIMITS

The deadline for submitting an Exclusion Letter, Dispute, or Objection is [RESPONSE DEADLINE]. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF SETTLEMENT AWARD

Tolentino v. 24-Seven Senior Care LLC
SAN MATEO SUPERIOR COURT CASE NO. 23-CIV-00710

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

(I) Please type or print your name:

(First, Middle, Last)

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

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Share:

According to Defendant's records:

(a) you worked a total of _____ weeks between _____ and _____;

(b) you worked a total of _____ weeks between _____ and _____; and

(c) Based on the above, your individual Settlement Share is estimated at \$_____.

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

The Parties and the Settlement Administrator will evaluate any documentation timely submitted and discuss in good faith how many work weeks should be credited to each Settlement Class member so that a good faith resolution can be reached as to any disputes timely submitted. If the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator.

Date: _____

Signature: _____

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

EXHIBIT C

NOTICE OF SETTLEMENT DISTRIBUTION

Tolentino v. 24-Seven Senior Care LLC
Superior Court of the State of California, County of San Mateo
Case No. 23-CIV-00710

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

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TO ALL PARTICIPATING SETTLEMENT CLASS MEMBERS:

- The Court has granted final approval of a class action settlement reached by the parties in *Richard Tolentino, on behalf of himself, all others similarly situated, and the general public, vs. 24-Seven Senior Care LLC, a California Limited Liability Company, and DOES 1 through 100, inclusive*, San Mateo County Superior Court Case No. No. 23-CIV-00710 (the “Action”).
- The Settlement Class consists of all current and former hourly, non-exempt employees employed by 24-Seven Senior Care LLC in California at any time on or after February 14, 2019 (i.e., the date that is four years prior to February 14, 2023, when the Action was filed), through the date of entry of a Court order granting preliminary approval of this settlement (the “Class Period”).
- You are a participating member of the Settlement Class. Your settlement share is enclosed with this Notice of Settlement Distribution.
- Final approval of the settlement in this Action has resulted in a release of claims as follows:

Release. Each Settlement Class member who has not submitted a valid Exclusion Letter (and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns), will forever and completely release Defendant, and each of Defendant’s past, present, and future companies, operating entities, parents, subsidiaries, affiliates, divisions, joint ventures, predecessors, successors, and assigns; and each of Defendant’s past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, attorneys, advisors, accountants, representatives, plans, trusts, trustees, heirs, executors, administrators, predecessors, successors, or assigns of any of the foregoing (the “Released Parties”). This Settlement will release all claims asserted in the Action on behalf of Plaintiffs, the State of California, and the Settlement Class, and any claims that could have been asserted based on the facts and circumstances alleged in this lawsuit, including the Complaint and the First Amended Complaint. Upon final approval by the Court, and in exchange for the consideration provided, Settlement Class Members, and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will have forever and completely released Defendant and the Released Parties (as defined above) from any and all claims, charges, complaints, causes of action, debts, liabilities, demands, grievances, obligations, guarantees, costs, expenses, attorneys’ fees, penalties, damages, restitution, injunctive relief, and remedies of any other type during the Class Period that are based on, arise out of or could have been asserted in the Action based on the facts and circumstances alleged in this Action, including but not limited to such claims made pursuant to the California Industrial Welfare Commission Wage Orders, the California Labor Code Sections 200-204, 210, 216, 223, 225.5, 226, 226.3, 226.7, 246, 247.5, 500, 510, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1198, and 2698, et. seq., for the alleged failure to provide paid sick leave, alleged failure to pay overtime and minimum wages, alleged failure to provide meal breaks, alleged failure to provide rest breaks, alleged meal and rest period penalties, the alleged failure to provide adequate wage statements, the alleged failure to

timely pay wages ("waiting time" penalties), unfair business practices under Business and Professions Code section 17200 *et seq.*, and for alleged penalties and interest pursuant to the California Labor Code and the Private Attorneys General Act of 2004 ("PAGA"), up to and including [REDACTED] ("Released Claims"). Any Settlement Class Member covered by the Agreement will be barred from proceeding with any claim released by this Agreement. Plaintiffs, the State of California and all Settlement Class Members and their respective heirs, beneficiaries, devisees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns, will forever and completely release and discharge Defendant and the Released Parties from any and all claims, charges, causes of action, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, interest, damages, restitution, injunctive relief, declaratory relief and remedies of any other type, which are asserted or which could have been asserted in the Complaint and the First Amended Complaint based on the facts pled in this Action occurring during the Settlement Class Period through [REDACTED].