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Attorneys for Plaintiff, the Class, and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANCISCO TUBALINAL, as an individual and on behalf of all others similarly situated, Plaintiff, vs. GRIFFITH PARK REHABILITATION CENTER, LLC, a California limited liability company; CPE HR, INC., a California corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: 25STCV03256 (Assigned to the Hon. Samantha Jessner, Dept. 7) **DECLARATION OF KWANPORN "MAI" TULYATHAN IN SUPPORT OF PLAINTIFF'S MOTION TO APPROVE SETTLEMENT AGREEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** Date: March 17, 2026 Time: 10:00 a.m. Dept.: 7 Action Filed: February 5, 2025 Trial Date: None Set

DECLARATION OF KWANPORN "MAI" TULYATHAN

I, Kwanporn "Mai" Tulyathan, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Plaintiff Francisco Tubalinal ("Plaintiff"). I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

RELEVANT PROCEDURAL HISTORY AND BACKGROUND

2. From the inception of the case, Plaintiff's counsel have zealously represented the interests of the Aggrieved Employees.

3. On November 1, 2024, Plaintiff submitted written notices under Labor Code § 2699.3 to the California Labor and Workforce Development Agency ("LWDA") and Defendants Griffith Park Rehabilitation Center, LLC and CPE HR, Inc. (together, "Defendants"), alleging that Defendants violated Labor Code §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1 (the "PAGA Notices"). Attached hereto as **Exhibit A** are true and correct copies of the PAGA Notices and the confirmation submissions.

4. As set forth in the PAGA Notices, Plaintiff alleged that Defendants failed to pay all wages owed for off-the-clock work, failed to provide off-duty meal and rest breaks or pay premium compensation in lieu thereof, and failed to provide accurate itemized wage statements.

5. On February 5, 2025, Plaintiff filed a class and representative action complaint ("Complaint" or "Operative Complaint") against Defendants in the Superior Court of California, County of Los Angeles (the "Action"). The Complaint alleged causes of action for: (1) failure to pay wages; (2) violation of Labor Code §§ 226.7 and 512; (3) violation of Labor Code § 226.7; (4) violation of Labor Code § 226; (5) violation of Business & Professions Code § 17200, et seq.; and (6) violation of Labor Code § 2698, et seq. (the "Action").

6. As alleged in the Complaint, Plaintiff and other employees were regularly required to perform work while off-the-clock. Specifically, Plaintiff alleges that Defendants required Plaintiff and other employees to perform work after clocking out for work for lunch and at the end of their shifts due to staffing issues. Furthermore, Plaintiff alleges that employees

were required to undergo Covid-19 and/or temperature screenings conducted off-the-clock. Plaintiff alleges that employees were not paid for this time.

7. With respect to the meal and rest break violations, Plaintiff alleges that Defendants failed to provide proper, timely off-duty meal and rest breaks to Plaintiff and employees. Instead, Plaintiff alleges that employees were regularly required to remain on duty and continue working throughout their breaks as a result of staffing issues. Furthermore, Plaintiff alleges that Defendants deducted 30 minutes of time for meal breaks regardless of whether a proper break was taken.

8. Lastly, Plaintiff alleges derivative wage statement violations as a result of the violations above. Plaintiff alleges that the wage statements issued by Defendants failed to list accurate number of hours worked at each rate of pay, gross and net wages earned, and premium pay for missed meal and rest breaks.

9. Following the filing of the Action, Defendants informed Plaintiff's counsel of the existence of an arbitration agreement containing a class action waiver signed by Plaintiff. After review of the arbitration agreement and meet and confer discussions with Defendants, the Parties agreed to mediate on a PAGA basis.

10. In light of the arbitration agreement containing the class action waiver, the Parties filed a stipulation to dismiss Plaintiff's class claims from the Action. On September 9, 2025, the Court dismissed the class claims in this action pursuant to the Parties' stipulation. As such, only the PAGA claim under the Sixth Cause of Action remains in the action. Plaintiff seeks civil penalties predicated on Defendants' alleged violation of the Labor Code.

INFORMAL DISCOVERY, INVESTIGATION, AND MEDIATION

11. In about March 2025, the Parties agreed to pursue mediation.

12. In connection with mediation, Defendants provided Plaintiff with time and payroll records for all of the aggrieved employees during the applicable period, as well as pertinent payroll policies and other documents.

13. Plaintiff subsequently retained an expert who analyzed the time and payroll records and data produced by Defendants. Based on the information provided by Defendants

and the expert's analysis, Plaintiff's counsel conducted the exposure analysis for penalties. Thus, Plaintiff's counsel entered mediation with a clear understanding of Defendants' maximum exposure.

14. On July 10, 2025, the Parties engaged in a full-day mediation with experienced neutral Michael J. Loeb, Esq. As a result of the mediation and arm's length negotiations, the Parties reached the present settlement. The terms of the settlement have been memorialized in the PAGA Settlement Agreement ("Settlement Agreement" or "SA"), a true and correct copy of which is attached herewith as **Exhibit B**.

SUMMARY OF THE PROPOSED SETTLEMENT

15. The current Action is being settled on behalf of the following employees: all current and former non-exempt employees of Defendant Griffith Park Rehabilitation Center, LLC who were employed in the State of California at any time during the PAGA Period ("Aggrieved Employees" or the "PAGA Group"). *See* SA § 1.2. Defendant Griffith Park Rehabilitation Center, LLC was the employer of the Aggrieved Employees. Defendant CPE HR, Inc. did not employ any Aggrieved Employees and only provided outsourced human resources services to Defendant Griffith Park Rehabilitation Center, LLC.

16. The PAGA Period is defined to mean the period of November 1, 2023, through July 10, 2025. SA § 1.22.

17. Based on Defendants' records, there are approximately 210 Aggrieved Employees who worked approximately 4,672 pay periods during the PAGA Period. *Id.* § 8.

18. The Settlement Agreement requires Defendants to pay the gross amount of One Hundred Thousand Dollars ($100,000.00) (the "Gross Settlement Amount"). *See* SA § 3.1. The balance of the Gross Settlement Amount remaining after deduction of the approved Enhancement Award to Plaintiff, PAGA Counsel's Fees Payment and Litigation Expenses Payment, and Settlement Administration Costs (the "Net PAGA Settlement Amount"), will be available for distribution to the LWDA and Aggrieved Employees. *See* SA §§ 1.16, 3.2.4.

19. As part of the settlement, Defendants do not object to Plaintiff's counsel's request for attorneys' fees of approximately one-third of the Gross Settlement Amount, *i.e.*, Thirty-Three

Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($33,333.33), and reimbursement for litigation costs up to the amount of Thirty Thousand Dollars ($30,000.00), subject to the Court finally approving this settlement. *See* SA § 3.2.1.

20. Plaintiff's counsel's actual litigation costs total $20,494.56.

21. Defendants also do not object to Plaintiff's request for an Enhancement Award in the amount of Five Thousand Dollars ($5,000.00). *See* SA § 3.2.3.

22. Finally, the settlement provides for the payment of the fees and expenses reasonably incurred by the Settlement Administrator. *See* SA § 3.2.2. The Parties have agreed to utilize Phoenix Settlement Administrators to administer the settlement, with the administration costs estimated to be Four Thousand Dollars ($4,000.00). *See* SA §§ 3.2.2, 7.1. The Parties believe that the administration fee is reasonable and should be approved.

PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA

23. Based on the Gross Settlement Amount and number of pay periods, Defendants will pay approximately $21.40 per pay period to resolve the PAGA claims alleged in this Action.

24. Assuming that the Court approves the Enhancement Award to Plaintiff ($5,000.00), attorneys' fees ($33,333.33), actual litigation costs ($20,494.56), and Settlement Administration Costs ($4,000.00), I estimate that the Net PAGA Settlement Amount will total $37,172.11. Sixty-five percent (65%) of the Net PAGA Settlement Amount, or approximately $24,161.87, will be paid to the LWDA for PAGA penalties. *See* SA § 3.2.4. The remaining thirty-five percent (35%), or approximately $13,010.24, will be distributed to Aggrieved Employees. *Id.*

25. Based on the above and the number of Aggrieved Employees, employees will be entitled to recover, on average, approximately up to $61.95 each. The amount any particular Aggrieved Employee will be entitled to recover will depend on the number of pay periods worked by the employee during the PAGA Period. *See* SA § 3.2.4.1. This is fair, as it directly allocates greater penalties to individuals who have allegedly suffered greater harm.

26. Aggrieved Employees will have one hundred eighty (180) days to cash their settlement check. After the expiration of the check cashing deadline, the residual funds will be

sent to the Unclaimed Property Fund administered by the California State Controller's Office in the names of the Aggrieved Employees to whom the funds relate. *See* SA § 4.4.3.

27. Attached hereto as **Exhibit C** is the PAGA settlement notice that will be sent to Aggrieved Employees along with their settlement check.

POTENTIAL CIVIL PENALTIES

28. Defendants represent that Aggrieved Employees worked approximately 4,672 pay periods during the PAGA Period. *See* SA § 8. Assuming that Plaintiff was to prevail on the merits of the PAGA claim, applying the standard penalty of $100 per pay period yields $467,200.00 in potential liability.

29. In the alternative, if the Court were to "stack" penalties, (*i.e.*, award multiple PAGA penalties for different Labor Code violations during the same pay period), the potential PAGA penalties could total as high as $1,873,800.00. The breakdown is as follows:

- $467,200.00 for PAGA for meal period violations;
- $467,200.00 for PAGA for rest period violations;
- $467,200.00 for PAGA for off-the-clock violations;
- $467,200.00 for PAGA for wage statement violations;
- $5,000.00 for PAGA 203 violations (based on approximately 50 former aggrieved employees during the PAGA Period).

30. The above penalty calculations stacks penalties and assume that Plaintiff will prevail on the merits. However, Plaintiff's claims are contested.

31. Plaintiff asserts that his representative PAGA claim is based on the allegation that Defendants failed to pay all wages owed for off-the-clock work, failed to provide off-duty meal and rest breaks or pay premium compensation in lieu thereof, and failed to provide accurate itemized wage statements.

32. Defendants have denied violation of any applicable laws and liability for any claims asserted in the Action. Specifically, on the meal and rest claims, Defendants contend that they maintained facially compliant policies. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1040, 273 P.3d 513, 537 (2012) ("On the other hand, the employer is not obligated to

police meal breaks and ensure no work thereafter is performed.”). Defendants further argued that any missed or short meal or rest periods resulted from employees’ individual choices, and therefore the claims are not amenable to representative resolution. Even assuming that Plaintiff was able to establish that some Aggrieved Employees experienced a meal and/or rest period violation, Defendants assert that premiums were automatically paid.

33. For the off-the-clock claims, Defendants contend that any alleged off-the-clock work was *de minimis* and non-compensable. Defendants further asserts that employees were free to engage in personal activities during the periods at issue, which further limits the likelihood that such time is compensable. In addition, Defendants maintain that Plaintiff cannot establish widespread, uniform practices, as any alleged off-the-clock work would vary between each employee’s tasks and timing.

34. Accounting for the risks of continued litigation takes the exposure to approximately **$727,291.20**[1].

35. On the meal and rest claims, based on time and payroll data produced by Defendants, Plaintiff’s expert analyzed 30,808 meal-eligible shifts and found a low violation rate of 2.3%. Applying that 2.3% violation rate to the above calculations, Plaintiff estimates the adjusted penalties at **$10,745.60** for meal period violations, and **$10,745.60** for rest period violations.

36. For the off-the-clock claim, taking into account Defendants’ de minimis argument above, Plaintiff applied a 50% discount to this claim to reflect the challenges in proving this claim on a representative basis. The adjusted exposure is approximately **$233,600.00**.

37. For the wage statement claim, Plaintiff acknowledges that the alleged violations are derivative of the meal period, rest period, and off-the-clock claims. Accordingly, to the extent the underlying violations are reduced or found not to have occurred, the PAGA penalties

[1] Plaintiff notes that this adjusted exposure does not apply any additional reduction to the derivative wage statement penalties (calculated at $467,200.00), which would likely decrease further to the extent the underlying meal period, rest period, or off-the-clock violations are reduced.

for wage statement violations would likewise be substantially reduced. Defendants also contend that their wage statements were facially compliant.

38. In negotiating the amount of the settlement, I took into account Defendants' defenses and the inherent uncertainty in the potential recovery in a PAGA action. By statute, the Court can decline to award the full amount of PAGA penalties where "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* Cal. Labor Code § 2699(e)(2). Assuming that Plaintiff prevailed on liability, under the facts of this case, I appreciate the substantial risk that Defendants could present a persuasive argument to reduce the amount of PAGA penalties at trial.

39. I am also aware that courts routinely award far less than the statutory maximum amount of civil penalties, even where an underlying violation of the Labor Code is found. As shown in the Court of Appeal's decision in *Carrington v. Starbucks Corp.*, while the plaintiff prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing the employer's good faith attempt at complying with the law. 30 Cal. App. 5th 504, 517 (2018). Upon review, the Court of Appeal found such a reduction to be proper. *Id*. at 539; *see O'Connor v. Uber Technologies, Inc*., 201 F. Supp. 3d 1110, 1133 (N.D. Cal., 2016).

40. Given Defendants' potential defenses to the alleged violations at issue and the risks and costs of continued litigation, Plaintiff's counsel believes that the settlement is fair and reasonable. The adjusted exposure totals $727,291.20. The Gross Settlement Amount if $100,000.00. Thus the Gross Settlement Amount represents approximately **13.75%** of the potential penalties.

<u>THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE</u>

41. I believe that Plaintiff could prevail at trial. However, I also believe in the fairness of the settlement, which is based on factoring in the uncertainty and risks attendant to not prevailing on one or more theories of liability, the possibility of losing at trial and potential for appeals. Moreover, as Defendants deny that they should be liable for the full extent of the penalties, there is a possibility that Aggrieved Employees and the State would be awarded less or

recover nothing at trial. Thus, after taking into account sharply disputed legal issues involved in this litigation, the risks associated with further prosecution, delays caused by potential appeals, and the substantial benefits to be received pursuant to the Settlement Agreement, I believe that the proposed settlement is fair, reasonable, and adequate.

ATTORNEY EXPERIENCE AND FEES

42. Diversity Law Group has a great deal of experience in wage and hour class action litigation and has been approved as class counsel in a number of class actions.

43. I am one of the primary attorneys on this matter. My qualifications are as follows: I received my J.D. from Loyola Law School in 2017. I received the First Honors Award in Legal Research and Writing, First Honors Award in Appellate Advocacy, and First Honors Award in Civil Litigation Practicum I for achieving the highest grade in those classes. During law school, I was a Staff Editor for Loyola Law Review. I was also an extern at the U.S. District Court, Central District of California, for the Honorable Christina A. Snyder, and a certified law clerk at the San Diego County District Attorney's Office, Collaborative Courts Division, and the Los Angeles County District Attorney's Office, Consumer Protection and Environmental Crimes Division. In 2016, I participated in Loyola Law School's Scott Moot Court Competition, where I placed Top 16 and was the awarded the Top Ten Brief Award. In 2017, I participated in the Employment Rights Clinic, an extension of the Division of Labor Standards Enforcement created to investigate retaliation complaints. Upon graduation from law school, I was admitted to the California Bar in December 2017.

44. I am currently an associate at the law firm of Diversity Law Group, P.C., an employment law firm that has handled numerous wage and hour class and individual actions, on both plaintiff and defense sides. The firm currently has cases in numerous state courts, including the Santa Clara Superior Court, Los Angeles Superior Court, Orange County Superior Court, San Diego County Superior Court, Monterey County Superior Court, as well as the United States District Courts for the Central, Northern, Southern, and Eastern Districts of California.

45. I am currently handling and/or have handled numerous wage and hour class action and PAGA lawsuits.

46. In 2018, I argued before the California Court of Appeal, Second Appellate District, in the case of *Lee v. California Commerce Club, Inc.* (California Court of Appeal Case Number B276171, LASC Case Number BC596924), and *Perez v. Standard Drywall, Inc.* (California Court of Appeal Case Number A146819, Alameda Sup. Ct. No. RG15761142). In that same year, I also assisted the firm in successfully obtaining class certification and partial summary judgment by the United States District Court, Northern District of California in the case of *Magadia v. Wal-Mart Associates, Inc.* (Case Number 17-CV-00062-LHK). I third chaired the bench trial in that same case in December 2018.

47. I have also been certified and/or approved as class counsel in numerous other wage/hour class actions. Most recently, I was certified as class counsel in the cases *Garcia v. Wal-Mart Associates, Inc., et al.* (S.D. Cal., Case Number 3:18-cv-00500-L-MDD), *Richert v. Samaritan, LLC, et al.* (Santa Clara County Superior Court, Case Number 17CV314186), *Song v. THC – Orange County, Inc.* (C.D. Cal., Case No. 8-17-cv-965-JLS (DFM)), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (Santa Clara County Superior Court, Case No. 16-CV-299319), and *Sims v. QG Printing II, LLC, et al.* (C.D. Cal., Case No. ED CV 20-1632-DMG (KKx)), as part of the courts' orders granting class certification pursuant to Fed. R. Civ. P. 23 and California Code of Civil Procedure § 382.

48. Moreover, I was granted final approval as class counsel in *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court, Case No. 18CV003398), *Valles v. Community Hospital of the Monterey Peninsula* (Monterey County Superior Court, Case No. 17CV003452), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (C.D. Cal., Case No. 16-CV-299319); *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County Superior Court, Case No. 19CV004512).

49. To date, I have incurred approximately 97.2 hours in connection with the litigation of this lawsuit. Attached hereto as **Exhibit D** is a chart summarizing the amount of work I have incurred to date on this matter.

50. I also anticipate spending an additional 10 hours through the approval of this settlement, including attending the approval hearing, handling any issues that may arise with the Settlement Administrator and Aggrieved Employees, handling calls from Aggrieved Employees, and further conferring with counsel and the Settlement Administrator regarding the case post-approval.

51. The total lodestar for my hours will be approximately $**69,680.00**, based on the above total hours of 107.2 at an hourly rate of $650.00 per hour.

52. In 2019 and 2020, I was approved at an hourly rate of $450.00 per hour by various courts in a number of matters, including but not limited to, *Lao v. H & M Hennes & Mauritz, L.P.* (N.D. Cal., Case No. 5:16:cv-333 EJD), *Hernandez v. Wells Fargo Bank National Ass'n, et al* (C.D. Cal., Case No. 16-CV-299319), and *Abarca v. El Estero Car Wash, Inc. et al* (Monterey County Superior Court Case No. 18CV003398).

53. In 2021, I was approved at the hourly rate of $500.00 in various cases, including *Baker v. California Forensic Medical Group, Inc., et al.*, Judicial Council Coordination Proceeding No. 4999 (Lead Case No. 17CV003723); *Mendez v. Falcon Trading Company* (Monterey County Superior Court Case No. 19CV004512); and *Truong v. DS Services of America, Inc.* (Solano County Superior Court Case No. FCS054399).

54. As of January 1, 2023, my hourly rate increased to $600.00 per hour. I was approved at the hourly rate of $600.00 in *Moen v. Genentech, Inc.* (San Diego Superior Court Case No. 37-2021-00008619-CU-OE-CTL) *Murray v. Granite Wellness Centers et al.* (Nevada County Superior Court Case No. CU20-084680), *Norman v. B & H Global Marketing, LLC* (Sacramento County Superior Court Case No. 34-2022-00314707), *Osman-Bravard v. Placer Title Company* (Nevada County Superior Court Case No. CU21-085315), *Cabalo v. Jones Lang LaSalle Americas, Inc.* (San Diego County Superior Court Case No. 37-2020-00044322-CU-OE-CTL), and *Apex Systems Wage and Hour Cases* (Orange County Superior Court, JCCP No. 5096).

55. I recently increased my hourly rate to $650.00 per hour. I have been approved at this rate in *Torres v. Fidelity National Management Services, LLC* (Santa Clara County Superior

Court Case No. 23CV416377).

LITIGATION COSTS

56. At the time the Parties negotiated the Settlement Agreement, I did not have a final tally of the litigation costs incurred to date. As such, the Parties included a maximum amount that could be attributed to costs under the settlement.

57. Diversity Law Group has incurred costs in the amount of $18,914.54 for litigation related expenses. The costs are all litigation-related costs, including court fees, filing fees, service fees, CaseAnywhere fees, costs associated with mediation, and expert fees. Attached hereto as **Exhibit E** is a true and correct copy of my firm's cost report. This amount includes $200.00 in anticipated costs for any court and filing fees to be incurred in the post-approval process, as well as $530.00 in anticipated CaseAnywhere costs until case closure.

NOTICE TO THE LWDA

58. Concurrently with the filing of the Motion to Approve PAGA Settlement, my office uploaded the Motion, Settlement Agreement, and proposed order to the LWDA's website. Attached hereto as **Exhibit F** is a true and correct copy of proof of submission of the settlement documents to the LWDA's website.

59. In addition, my office will submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement within ten (10) days after entry of judgment or order.

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

Executed on this 17th day of November 2025, at Los Angeles, California.

Kwanporn "Mai" Tulyathan

EXHIBIT A

FRANCISCO TUBALINAL
C/O DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

October 31, 2024

VIA ON-LINE FILING AND TO EMPLOYER VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

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

Re: *Francisco Tubalinal v. Griffith Park Healthcare LLC, CPE HR, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of the claims asserted on behalf of myself and other aggrieved employees against CPE HR, Inc. (the "Company"). I allege that the Company:

1. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying wages, including minimum, regular, and overtime wages, to me and other similarly situated aggrieved employees for all hours worked. The Company violated these provisions by requiring me and other non-exempt employees to perform work off-the-clock without payment of any wages due to staffing issues. Additionally, the Company already required me and other non-exempt employees to undergo Covid and/or temperature checks/screening that were conducted off-the-clock, before being allowed to enter the premises at the start of our work shifts.

2. Violated Labor Code §§ 201-203, 226.7 by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other non-exempt employees, nor paying the requisite rest period premium pay of an additional hour of wages. The Company violated these provisions by requiring me and other employees to remain on-duty to perform work during the rest breaks.

3. Violated Labor Code §§ 201-203, 226.7, and 512 by not providing a duty-free 30-minute meal period within the first 5 hours of work for shifts in excess of 5 hours to me and other aggrieved employees. The Company violated these provisions by requiring me and other employees to remain on-duty to perform work during the meal breaks. The Company did not pay the requisite meal period premium pay of an additional hour of wages as a result of these shortened/missed meal periods.

4. Violated Labor Code § 226(a) by not providing accurate, itemized wage statements to me and other aggrieved employees, including by not accurately reflecting the gross/net wages earned, as well as for premium pay for missed meal and rest breaks on the paystubs of me and other aggrieved employees.

The address for the Company is:

CPE HR, Inc.
7590 North Glenoaks Blvd.
Burbank, CA 91504

Please contact my attorney, Mai Tulyathan and/or Max W. Gavron, if you have any questions regarding this matter.

Sincerely,

Signed by:
CC9332CB82234EE...
Francisco Tubalinal

cc: CPE HR, Inc. (by certified mail)

Mariana Becerra

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Friday, November 1, 2024 3:32 PM
To: Mariana Becerra
Subject: Thank you for submission of your PAGA Case.

11/1/2024

LWDA Case No. LWDA-CM-1059643-24
Law Firm : Diversity Law Group
Plaintiff Name : Francisco Tubalinal.
Employer: CPE HR, Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

FRANCISCO TUBALINAL
C/O DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA STREET, SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

October 31, 2024

VIA ON-LINE FILING AND TO EMPLOYER VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

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

Re: *Francisco Tubalinal v. Griffith Park Rehabilitation Center, LLC, CPEhr, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of the claims asserted on behalf of myself and other aggrieved employees against Griffith Park Rehabilitation Center, LLC (the "Company"). I allege that the Company:

1. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying wages, including minimum, regular, and overtime wages, to me and other similarly situated aggrieved employees for all hours worked. The Company violated these provisions by requiring me and other non-exempt employees to perform work off-the-clock without payment of any wages due to staffing issues. Additionally, the Company already required me and other non-exempt employees to undergo Covid and/or temperature checks/screening that were conducted off-the-clock, before being allowed to enter the premises at the start of our work shifts.

2. Violated Labor Code §§ 201-203, 226.7 by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other non-exempt employees, nor paying the requisite rest period premium pay of an additional hour of wages. The Company violated these provisions by requiring me and other employees to remain on-duty to perform work during the rest breaks.

3. Violated Labor Code §§ 201-203, 226.7, and 512 by not providing a duty-free 30-minute meal period within the first 5 hours of work for shifts in excess of 5 hours to me and other aggrieved employees. The Company violated these provisions by requiring me and other employees to remain on-duty to perform work during the meal breaks. The Company did not pay the requisite meal period premium pay of an additional hour of wages as a result of these shortened/missed meal periods.

4. Violated Labor Code § 226(a) by not providing accurate, itemized wage statements to me and other aggrieved employees, including by not accurately reflecting the gross/net wages earned, as well as for premium pay for missed meal and rest breaks on the paystubs of me and other aggrieved employees.

The address for the Company is:

Griffith Park Rehabilitation Center, LLC
107 W Lemon Ave
Monrovia, CA 91016

Please contact my attorney, Mai Tulyathan and/or Max W. Gavron, if you have any questions regarding this matter.

Sincerely,

Signed by:
CC9332CB82234EE...
Francisco Tubalinal

cc: Griffith Park Rehabilitation Center, LLC (by certified mail)

Mariana Becerra

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Friday, November 1, 2024 3:27 PM
To: Mariana Becerra
Subject: Thank you for submission of your PAGA Case.

11/1/2024

LWDA Case No. LWDA-CM-1059640-24
Law Firm : Diversity Law Group
Plaintiff Name : Francisco Tubalinal
Employer: Griffith Park Rehabilitation Center, LLC Filing Fee : $75.00 IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT B

PAGA SETTLEMENT AGREEMENT
Francisco Tubalinal v. Griffith Park Rehabilitation Center, LLC, et al.
Case No. 25STCV03256

This PAGA Settlement Agreement ("Agreement" or "Settlement Agreement") is made by and between Plaintiff Francisco Tubalinal ("Plaintiff") and Defendants Griffith Park Rehabilitation Center, LLC and CPE HR, Inc. (together, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

Unless otherwise defined herein, the following terms used in this Settlement Agreement shall have the meanings ascribed to them as set forth below. Whether defined below or not, terms appearing in this Settlement Agreement shall be interpreted consistent with the meaning ascribed in Labor Code section 2698, *et seq*.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Griffith Park Rehabilitation Center, LLC and CPE HR, Inc. captioned *Francisco Tubalinal v. Griffith Park Rehabilitation Center, LLC, et al.*, initiated on February 5, 2025, and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. "Aggrieved Employees" or "PAGA Group" means all current and former non-exempt employees of Defendant Griffith Park Rehabilitation Center, LLC who were employed in the State of California at any time during the PAGA Period.

1.3. "Aggrieved Employee Address Search" means the PAGA Action Settlement 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 PAGA Action Settlement Administrator with Aggrieved Employees.

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

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

1.6. "Court" means the Superior Court of California, County of Los Angeles.

1.7. "Defendants" means named Defendants Griffith Park Healthcare LLC and CPE HR, Inc.

1.8. "Defense Counsel" means De Castro Law Group, P.C.

1.9. "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 latest of the following occurrences: (a) the day the Court enters Judgment.

1.10. "Gross Settlement Amount" means $100,000.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Plaintiff's Enhancement Award, Individual PAGA Payments, the LWDA Fees, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Settlement Administration Costs.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's *pro rata* share of 35% of the Net PAGA Settlement Allocation calculated according to the number of Qualifying Pay Periods the Aggrieved Employee worked during the PAGA Period.

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

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

1.14. "LWDA Fees" means the 65% of the Net PAGA Settlement Amount paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15. "Net PAGA Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Plaintiff's Enhancement Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Settlement Administration Costs. This amount will be allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.16. "Net PAGA Settlement Allocation" means the 65% of the Net PAGA Settlement Amount paid to the Aggrieved Employees under Labor Code section 2699, subdivision (i). This amount is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.18. "PAGA Action Settlement Administrator" or "Settlement Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.19. "PAGA Counsel" means Diversity Law Group, P.C., Kace Law, APC, and California Justice Lawyers, LLP, the attorneys representing the Plaintiff in the Action.

1.20. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.21. "PAGA Notice" means Plaintiff's November 1, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22. "PAGA Period" means the period of November 1, 2023, through July 10, 2025.

1.23. "Plaintiff" means Francisco Tubalinal, the named plaintiff in the Action.

1.24. "Qualifying Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.25. "Released PAGA Claims" means all the claims being released by the Plaintiff, the Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below, that arose during the PAGA Period.

1.26. "Released Parties" means Defendants Griffith Park Rehabilitation Center, LLC and CPE HR, Inc., and all their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, predecessors, successors, and assigns.

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

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

2. RECITALS.

2.1. On June 20, 2023, Plaintiff commenced this Action by filing a Complaint alleging class and representative causes of action against Defendants for (1) failure to pay wages; (2) violation of Labor Code sections 226.7 and 512; (3) violation of Labor Code section 226.7; (4) violation of Labor Code section 226; (5) violation of Business and Professions Code section 17200, *et seq.*; and (6) violation of Labor Code section 2698, *et seq*. The Complaint is the operative complaint in the Action (the "Operative Complaint").

2.2. On September 5, 2025, the Parties filed a stipulation to dismiss Plaintiff's first through fifth causes of action. The PAGA cause of action is the only claim remaining in the Action.

2.3. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

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

2.5. On July 10, 2025, the Parties participated in an all-day mediation presided over by Michael J. Loeb, Esq. which led to this Agreement to settle the Action.

2.6. Prior to mediation, Plaintiff obtained, through informal discovery, data pertaining to the aggrieved employees, including time and payroll records of the aggrieved employees during the PAGA Period and documents pertaining to Defendants' pertinent payroll policies and practices. Plaintiff retained an expert to analysis the time and payroll records.

2.7. 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. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $100,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Settlement Administrator will disburse the entire Gross Settlement Amount without requiring Aggrieved Employees to submit any claim as a condition of payment. This is a non-reversionary settlement, and none of the Gross Settlement Amount will revert to Defendants.

3.2. <u>Payments from the Gross Settlement Amount</u>. The Settlement 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. <u>To PAGA Counsel</u>: A PAGA Counsel Fees Payment of not more than 1/3 (one-third) of the Gross Settlement Amount, which is currently estimated to be $33,333.33 and PAGA Counsel Litigation Expenses Payment of not more than $30,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, neither Plaintiff not Plaintiff's counsel shall be entitled to void the settlement and the Settlement Administrator will allocate the remainder to the Net PAGA Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Settlement Administrator will report the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. <u>To the Settlement Administrator</u>: Settlement Administration Costs not to exceed $4,000.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less or the Court approves payment less than $4,000.00, the Settlement Administrator will retain the remainder in the Net PAGA Settlement Amount.

3.2.3. <u>To the Named Plaintiff</u>: In consideration for Plaintiff's services in this Action as the PAGA representative, an amount of up to $5,000.00. Plaintiff shall assume full responsibility and liability for taxes due on payments to Plaintiff, including payment of the Enhancement Award. Defendants will not oppose a request by Plaintiff for Court approval of such an Enhancement Award provided that the amount requested does not exceed this amount. If the Court approves an Enhancement Award less than the amounts requested or declines to award any Enhancement Award, neither Plaintiff not Plaintiff's counsel shall be entitled to void the settlement and the Settlement Administrator will allocate to the Net PAGA Settlement Amount the difference between the amount of the Enhancement Award requested and any Enhancement Award awarded.

3.2.4. To the LWDA and Aggrieved Employees: Net PAGA Settlement Amount of approximately $27,666.67 to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA Fees and 35% allocated to the Individual PAGA Payments.

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

3.2.4.2. The PAGA Action Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms as 100% penalties.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. The Gross Settlement Amount is premised on Defendants' representation that Aggrieved Employees who worked no more than 4,672 Qualifying Pay Periods. Defendants represent that there are approximately 210 Aggrieved Employees during the PAGA Period.

4.2. Aggrieved Employee Data. Within 15 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Settlement 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 Settlement 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 they discover 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 Settlement 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 Settlement Administrator no later than 60 days after the Effective Date, or December 31, 2025, whichever is later.

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

4.4.1. The Settlement 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 Settlement Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date (180 days after the date of mailing), the Settlement Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees beyond those specified in this Agreement.

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

Plaintiff and 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 any and all claims for civil penalties under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against Released Parties, reasonably arising out of the facts alleged in the Action or the PAGA Notices submitted in connection with the Action, including alleged violation of Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1. This release is limited to claims arising during the PAGA Period.

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 Settlement 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 (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); (iv) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Settlement 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 and Defense Counsel are jointly 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 Approval to the Settlement 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 in person or by telephone, 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 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

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

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

7.3 Qualified Settlement Fund. The Settlement 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's Duties. The Settlement Administrator has a duty to perform or observe all tasks to be performed or observed by the Settlement Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on their records, Defendants represent that there are 210 Aggrieved Employees who worked no more than 4,672 Qualifying Pay Periods during the PAGA Period. In the event the number of Qualifying Pay Periods during the PAGA Period increases by more than 7% of the 4,672 estimate (i.e., greater than 4,999), the Gross Settlement Amount will increase proportionally for each percentage increase above 7%. For example, if there are 5,046 (8% more) actual Qualifying Pay Periods during the PAGA Period, the Gross Settlement Amount will increase by 1%, or $1,000.00.

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.

10. ADDITIONAL PROVISIONS.

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

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

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

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

10.5 Enforcement Actions. This Agreement is fully enforceable pursuant to the terms of California Code of Civil Procedure Section 664.6 and admissible under California Evidence Code Section 1123(a). In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement, or to declare rights and/or obligations under this Settlement, the prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs incurred in connection with any enforcement actions.

10.6 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.

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

10.8 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 the Parties or their counsel, and approved by the Court.

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

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

10.11 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.

10.12 Confidentiality. Plaintiff and his counsel agree not to disclose or publicize the settlement to any person or entity, except as shall be required to effectuate the terms of the Settlement and obtain court approval. Additionally, except as ordered by the Court, Plaintiff and his counsel will not initiate any publicity or respond to any media or other inquiries about the terms of the Settlement or the case. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience. Furthermore, Plaintiff and his counsel will undertake all disclosures required to be made to the LWDA. This provision also does not limit PAGA Counsel from complying with ethical obligations or from posting court-filed documents on their websites for viewing by the PAGA Group, if required.

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

10.14 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.

10.15 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.

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

To Plaintiff:

Max W. Gavron
Kwanporn "Mai" Tulyathan
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone No.: (213) 488-6555
Facsimile No.: (213) 488-6554
mgavron@diversitylaw.com
ktulyathan@diversitylaw.com

Elwina Grigoryan
KACE LAW, APC
500 N. Brand Blvd., Suite 2000
Glendale, CA 91203
Telephone No.: (747) 758-9229
Facsimile No.: (747) 758-9192

Nick Galadzhyan
CALIFORNIA JUSTICE LAWYERS, LLP
500 N. Brand Blvd., Suite 2000
Glendale, CA 91203
Telephone No.: (818) 875-8585
Facsimile No.: (818) 875-8585

To Defendants: Jose-Manuel A. de Castro
jmdecastro@decastrolawgroup.com
Telephone No.: (310) 270-9877
David G. Larmore
dlarmore@decastrolawgroup.com
Telephone No.: (310) 270-9826
Lori V. Minassian
lminassian@decastrolawgroup.com
Telephone No.: (310) 270-9879
DE CASTRO LAW GROUP, P.C.
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, CA 91504
Facsimile No.: (310) 341-2330

10.17 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.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to 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: 09 / 12 / 2025

____
FRANCISCO TUBALINAL

GRIFFITH PARK REHABILITATION CENTER, LLC,
a California limited liability company

Dated: 09/15/2025 ______________________

By: CHAIM KOLODNY
Its: MANAGER

CPE HR, INC., a California corporation

Dated: ______________________

By:
Its:

APPROVED AS TO FORM:

DIVERSITY LAW GROUP, P.C.
KACE LAW, APC
CALIFORNIA JUSTICE LAWYERS, LLP

Dated: September 12, 2025

By: ______________________
Max W. Gavron
Mai Tulyathan
Elwina Grigoryan
Nick Galadzhyan
Attorney for Plaintiff Francisco Tubalinal

DE CASTRO LAW GROUP, P.C.

Dated: ______________________

By: ______________________
Jose-Manuel A. de Castro
David G. Larmore
Lori V. Minassian
Attorney for Defendants Griffith Park Rehabilitation Center, LLC and CPE HR, Inc.

GRIFFITH PARK REHABILITATION CENTER, LLC,
a California limited liability company

Dated: ____________________

By:
Its:

CPE HR, INC., a California corporation

Dated: 9/15/25

By: Jonathan Sohi
Its: General Counsel

APPROVED AS TO FORM:

DIVERSITY LAW GROUP, P.C.
KACE LAW, APC
CALIFORNIA JUSTICE LAWYERS, LLP

Dated: September 12, 2025

By: ____________________
Max W. Gavron
Mai Tulyathan
Elwina Grigoryan
Nick Galadzhyan
Attorney for Plaintiff Francisco Tubalinal

DE CASTRO LAW GROUP, P.C.

Dated: September 15, 2025

By: ____________________
Jose-Manuel A. de Castro
David G. Larmore
Lori V. Minassian
Attorney for Defendants Griffith Park Rehabilitation Center, LLC and CPE HR, Inc.

EXHIBIT C

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS1>>
<<ADDRESS2>>

NOTICE OF SETTLEMENT

THIS IS A COURT AUTHORIZED NOTICE. IT IS NOT A SOLICITATION FROM A LAWYER. PLEASE READ THIS NOTICE CAREFULLY. YOU ARE RECEIVING MONEY IN CONNECTION WITH A COURT-APPROVED SETTLEMENT. THIS NOTICE EXPLAINS WHY YOU ARE RECEIVING MONEY AND HOW IT AFFECTS YOUR RIGHTS.

Re: Settlement Payment from *Tubalinal v. Griffith Park Rehabilitation Center, LLC* Lawsuit

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Tubalinal v. Griffith Park Rehabilitation Center, LLC*, Superior Court of California, County of Los Angeles Case No. 25STCV03256.

This lawsuit is seeking claims against Griffith Park Rehabilitation Center, LLC and CPE HR, Inc. (the "Company") pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq*. (called "PAGA"). The lawsuit was brought by Plaintiff Francisco Tubalinal as a proxy and agent of the State of California Labor and Workplace Development Agency ("LWDA") and all similarly situated "aggrieved employees" of the Company in California.

The plaintiff in the case claimed that the Company owed penalties under PAGA for certain California Labor Code violations because the Company failed to pay all earned wages, provide duty-free meal and rest breaks, provide accurate itemized wage statements, and timely pay final wages to separated employees in violation of Labor Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1. The Company denies that it did anything wrong and denies that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, the Company agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, penalties are divided between the LWDA and aggrieved employees.

You have been identified as one of the employees on whose behalf the case was brought because you were employed by the Company as a non-exempt employee in California during the period of November 1, 2023, through July 10, 2025 ("PAGA Period"). Based on the Company's records, it was determined that you worked [__] pay periods as a non-exempt employee during the PAGA Period (defined as any pay periods during which you worked at least one (1) day), and you are therefore entitled to receive [$______] from this settlement. The enclosed check represents your portion of the settlement recovery. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

You are automatically part of the settlement, which means that you are releasing the "Released PAGA Claims" against the "Released Parties," as defined below:

- "Released Parties" means Defendants Griffith Park Rehabilitation Center, LLC and CPE HR, Inc., and all their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, predecessors, successors, and assigns.

- "Released PAGA Claims" means any and all claims for civil penalties under PAGA which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against Released Parties, reasonably arising out of the facts alleged in the Action or the PAGA Notices submitted in connection with the Action, including alleged violation of Labor Code sections 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, and 1197.1, arising during the PAGA Period.

The enclosed check is valid for 180 days from the date of issuance. If you do not cash it within 180 days, the funds from uncashed checks will be distributed to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Sincerely,

[Administrator]

EXHIBIT D

Tubalinal v. Griffith Park Rehabilitation Center, LLC
Kwanporn "Mai" Tulyathan and Task Chart

Hours	Description of Work
6.5	Initial research and review of background facts in preparation for filing of class action; conduct research re theories of liability; confer with co-counsel re same.
4.7	Draft PAGA notices and class action complaint; further review and revise same; confer with co-counsel re same.
0.2	Review court's notice of assignment and draft peremptory challenge
0.3	Review Initial Status Conference Order
3.8	Confer with defense counsel re arbitration agreement; review and analyze arbitration agreement; conduct research re enforceability of arbitration agreement; confer with client and co-counsel re same.
2.8	Draft joint ISC statement; meet and confer with Defendant for ISC; further review and revise same
0.3	Meet and confer with Defendant re: mediators and dates
3.8	Draft data request for mediation
0.7	Prepare for and participate in pre-mediation conference call with defense counsel and mediator.
9.4	Review document production; confer with expert re data; review expert analysis and penalties analysis
7.7	Draft mediation brief; legal research re same; confer with client re mediation
1.6	Review Defendant's mediation brief; confer with co-counsel re arguments
8.7	Prepare for and attend mediation
11.9	Draft memorandum of understanding (MOU); confer with Defendant re same; multiple rounds of revisions
1.4	Confer with settlement admin re bid for administering settlement; review terms of proposed bid
2.3	Draft joint stipulation re dismissal of class claims; confer with co-counsel re revisions.
16.4	Draft PAGA settlement agreement and PAGA settlement notice; confer with Defendant re same; multiple rounds of revisions
14.7	Draft and revise motion for approval of Settlement Agreement and supporting declarations; confer with Defendant and co-counsel re same.
97.2	**TOTAL HOURS**

EXHIBIT E

DIVERSITY LAW GROUP

Invoice

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice #: 10301

Invoice Date: 11/13/2025

Terms: Upon Receipt

Due Date: 11/13/2025

PO #:

Invoice Total: $18,914.54

Payment Applied: $0.00

Total Due: $18,914.54

Summary - Tubalinal, Francisco v. Griffith Park Rehabilitation Center; CPE HR (20069.001)

Type	Description	Amount ($)
Expenses		18914.54

Subtotal:	$18,914.54
Discount:	$0.00
Subtotal after Discount:	$18,914.54
Taxable Subtotal:	$18,914.54
Tax:	$0.00
Total:	$18,914.54

Details - Tubalinal, Francisco v. Griffith Park Rehabilitation Center; CPE HR (20069.001)

Expenses

Date	Category	Expense Code	Description	Amount ($)

DIVERSITY LAW GROUP

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice

Invoice #: 10301

Invoice Date: 11/13/2025

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Invoice Total: $18,914.54

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Total Due: $18,914.54

11/01/2024		Court fees	LWDALWDA	150.00
11/30/2024		Photocopies	PhotocopiesPhotocopies	1.00
11/30/2024		Postage	PostagePostage	20.90
02/05/2025	Court Fees		ACE E Filing - Complaint (Filing ID 11587343)	1495.62
02/21/2025	Court Fees		ACE E Filing - POS of Summons	17.57
02/26/2025	Court Fees		ACE E Filing - POS of Summons (Filing ID 11701570)	17.57
02/27/2025	Court Fees		ACE E Filing - Notice of Reassignment (Filing ID 11708494)	17.57
02/28/2025	Photocopies		Photocopies	3.00
02/28/2025	Postage and delivery		Postage	1.94
03/07/2025	Court Fees		ACE E Filing - Notice of ISC Order (Filing ID 11756294)	17.57
03/07/2025	Attorney Service		ACE - 170.6	117.48
03/07/2025	Attorney Service		ACE - Complaint Service (Griffith Park Rehabilitation Center)	126.93
03/07/2025	Attorney Service		ACE - Complaint Service (CPE HR, Inc.)	149.81
03/31/2025	Photocopies		Photocopies	7.00
03/31/2025	Postage and delivery		Postage	1.94
04/07/2025	Court Fees		ACE E Filing - Notice of Continuance of ISC (Filing ID 11931039)	17.57
04/30/2025	Postage and delivery		Postage	1.94
05/14/2025	E121 Arbitrators/mediators		JAMS Mediation	10500.00
05/16/2025	Court Fees		ACE EFiling - Joint CMS (Filing	17.57

DIVERSITY LAW GROUP

Diversity Law Group

515 South Figueroa Street, Suite 1250, Los Angeles, California, 90071

lwlee@diversitylaw.com

Invoice

Invoice #: 10301

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Due Date: 11/13/2025

PO #:

Invoice Total: $18,914.54

Payment Applied: $0.00

Total Due: $18,914.54

			ID 12173118)	
05/31/2025	Postage and delivery		Postage	0.69
06/06/2025	Court Fees		Case Anywhere - Inv. No. 413789	23.01
07/03/2025	Court Fees		Case Anywhere - Inv. No. 426216	59.00
07/11/2025	Expert Fees		Peregrine Economics LLC	5113.12
08/01/2025	Court Fees		ACE EFiling - Joint CMS (Filing ID 12619026)	17.57
08/07/2025	Court Fees		Case Anywhere - Inv. No. 438733	59.00
09/03/2025	Court Fees		Case Anywhere - Inv. No. 451328	66.00
09/05/2025	Court Fees		ACE EFiling - Stip to Dismiss (Filing ID 12825797)	38.17
10/03/2025	Court Fees		Case Anywhere - Inv. No. 464104	66.00
11/05/2025	Court Fees		Case Anywhere - Inv. No. 477073	59.00
11/07/2025	Court Fees		WIP - anticipated CaseAnywhere costs ($66/month x 8 months)	530.00
11/07/2025	Court Fees		approval + post-approval filings	200.00
			Subtotal:	$18,914.54
			Total:	$18,914.54

EXHIBIT F