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MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
Email: mmatern@maternlawgroup.com
Mikael H. Stahle (SBN 182599)
Email: mstahle@maternlawgroup.com
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Tel: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff LAURA DELGADO
individually, and on behalf of others
similarly situated

[Additional parties on next page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA**

LAURA DELGADO, individually, and on
behalf of others similarly situated

Plaintiff,

vs.

ORINDA CARE CENTER, LLC, a California
limited liability company and DOES 1 through
50, inclusive,

Defendants

CASE NO. C20-02646

[Assigned for all Purposes to the Honorable
Charles S. Treat, Dept. 12]

CLASS ACTION

**JOINT STIPULATION APPROVING
AMENDED CLASS NOTICE;
[PROPOSED] ORDER**

Complaint: December 29, 2022
Trial Date: None Set

FILED
JUL 18 2023
K. BAKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By:  Clerk

1 O'HAGAN MEYER PLLC
JOSEPH R. LORDAN, SB# 265610
Email: JLordan@OhaganMeyer.com
2 SUMY KIM, SB# 290082
Email: SKim@OhaganMeyer.com
3 One Embarcadero, Suite 2100
San Francisco, California 94111
4 Telephone: 628.626.6906

5
6 Attorneys for Defendant ORINDA
CARE CENTER, LLC

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1 **TO THE HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF**
2 **RECORD:**

3 Plaintiff Laura Delgado (“Plaintiff”) and Defendants Orinda Care Center, LLC
4 (“Defendant”), by and through their respective counsel of record, hereby stipulate as follows:

5 WHEREAS, on December 29, 2020, Plaintiff filed an initial complaint in the above-
6 captioned action;

7 WHEREAS, the Parties reached a settlement of all claims brought by Plaintiff at
8 mediation with Mark Rudy, Esq. on October 21, 2021. The Parties executed a Joint Stipulation
9 of Class and Representative Action Settlement and Release (“Settlement Agreement”). On
10 October 21, 2022 the Court entered an Order granting Plaintiff’s Motion for Preliminary
11 Approval of Class Action and PAGA settlement, provisionally certifying the following class:

12 All current and former non-exempt employees who
13 were employed by Defendant in California from
 October 19, 2019 through January 19, 2022.

14 Subsequently, the Settlement Administrator administered the notice process of notifying the class
15 of the Settlement.

16 WHEREAS, after the notice process was completed, the Parties identified an inadvertent
17 error within the class list that the Settlement Administrator received from Defendant and utilized
18 for the class notice. Specifically, Defendant erroneously submitted an overinclusive class list
19 provided by Defendant’s prior payroll service provider, which included salaried employees and
20 contractors;

21 WHEREAS, Defendant has compiled a corrected class list, which consists of 178 hourly
22 employees (“Class Members”) and 5,193 work weeks during the PAGA period of October 19,
23 2019 through January 19, 2022. This list has been double checked by numerous individuals
24 employed with Defendant to ensure its accuracy. This final list and workweek count has also
25 been shared with Plaintiff’s counsel.

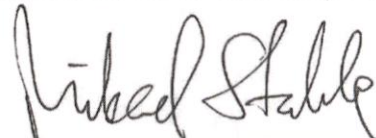
26 WHEREAS, the parties have met and conferred and agree that corrective notice be sent
27 to the Class Members and to those individuals who erroneously received the initial notice. A
28 true and correct copy of the proposed notice to be sent to the Class Members is attached hereto

1 as **Exhibit A**; a true and correct copy of the proposed notice to be sent to those individuals who
2 erroneously received the initial notice is attached hereto as **Exhibit B**.

3 **IT IS SO STIPULATED.**

4 DATED: July 12, 2023


MATERN LAW GROUP, PC

5
6 By:  _____

7 MATTHEW J. MATERN
8 MIKAEL H. STAHLE
9 Attorneys for Plaintiff
LAURA DELGADO

10 DATED: July 10, 2023

O'HAGAN MEYER, PLLC

11
12 By:  _____

13 JOSEPH LORDAN
14 SUMY KIM
15 Attorneys for Defendant
ORINDA CARE CENTER, LLC

16
17 ///
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19 ///


[PROPOSED] ORDER


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Pursuant to the Joint Stipulation Approving Amended Class Notice, and good cause appearing therefore, IT IS HEREBY ORDERED as follows:

1. In accordance with the procedures set forth in the Settlement Agreement, the Settlement Administrator shall mail to the Class Members a notice substantially in the form of Exhibit A; and
2. The Settlement Administrator shall within mail to those individuals who erroneously received the initial notice a notice substantially in the form of Exhibit B.

IT IS SO ORDERED.

DATED: JUL 17 2023



Honorable Charles S. Treat
Judge of the Contra Costa Superior Court

EXHIBIT A

AMENDED NOTICE OF CLASS ACTION SETTLEMENT

Laura Delgado et al. v. Orinda Care Center, LLC
Case No. C20-02646

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WERE EMPLOYED BY ORINDA CARE CENTER, LLC AS AN HOURLY NON-EXEMPT EMPLOYEE IN CALIFORNIA AT ANY TIME DURING THE PERIOD OF OCTOBER 19, 2019 AND JANUARY 19, 2022, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the "Settlement") has been reached in the class action and Private Attorney General Act ("PAGA") representative action lawsuit entitled *Laura Delgado et al. v. Orinda Care Center, LLC*, Contra Costa County Superior Court Case No. C20-02646 (the "Action"), between Plaintiff Laura Delgado ("Plaintiff") and Defendant Orinda Care Center, LLC ("Defendant").

The purpose of this Notice of Class Action Settlement ("Notice") is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing regarding final approval of the proposed Settlement—to determine whether the Settlement is fair, adequate, and reasonable—will be held before the Honorable Charles S. Treat on _____, at _____, in Department 12 of the Contra Costa County Superior Court, 725 Court Street, Martinez, CA 94553 ("Final Approval Hearing"). Information about how to participate in this Final Approval Hearing is provided below. As a Settlement Class Member, you are eligible to receive an individual Class Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and in the Joint Stipulation for Class Action Settlement and Release of Claims ("Settlement Agreement") filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up any rights to pursue a separate legal action against Defendant for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against Defendant arising out of the allegations in the Action. If you choose to do so, you must exclude yourself, in writing, from the Settlement. As a result, you will not receive any benefits under the Settlement.
OBJECT	To object to the Settlement, you must mail a written statement to the Settlement Administrator by the deadline set forth below, explaining why you don't like the Settlement. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit an exclusion request if you wish to object.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the "Settlement Class"):

All persons who were employed in hourly non-exempt positions by Orinda Care Center, LLC in California at any time between October 19, 2019 and January 19, 2022 ("Class Period").

According to Defendant's records, you are a member of the Settlement Class (a "Class Member").

What is this case about?

In the Action, Plaintiff alleges on behalf of herself and the Settlement Class that Defendant: (1) failed to provide required meal periods; (2) failed to provide required rest periods; (3) failed to pay overtime wages; (4) failed to pay minimum wages; (5) failed to pay all wages due to discharged and quitting employees; (6) failed to maintain required records; (7) failed to furnish accurate itemized wage statements; (8) failed to indemnify employees for necessary expenditures incurred in discharge of duties; (9) violated California's Unfair Competition Law [Bus. & Prof. Code §§ 17200 et seq.]; and (10) violated Labor Code provisions giving rise to civil penalty liability under California's Private Attorneys General Act of 2004 ("PAGA") [Lab. Code §§ 2699, et seq.]. Plaintiff seeks unpaid wages, actual damages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys' fees, and costs.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims. However, Defendant recognizes the risks, distractions, and costs associated with litigation. Defendant contends that its conduct is and has been lawful at all relevant times and that Plaintiffs' claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Settlement Class Members.

THE COURT HAS NOT RULED ON THE MERITS OF PLAINTIFF'S CLAIMS OR DEFENDANT'S DEFENSES. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS AND DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THE ACTION AND OF YOUR RIGHTS IN CONNECTION WITH THIS SETTLEMENT.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

Matthew J. Matern
Mikael H. Stahle
MATERN LAW GROUP, PC
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, CA 90266
Telephone: (310) 531-1900

Defendant's Counsel

Summy Kim
O'HAGAN MEYER, PLLC
One Embarcadero Center, Suite 2100
San Francisco, CA 94111
Telephone: (628) 626-6905

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$400,000.00 (the "Settlement Amount") for: (a) Net Settlement Payments to Settlement Class Members who do not request to be excluded from the Settlement ("Participating Class Members"); (b) the Court-approved Incentive Award to Plaintiff; (c) the Court-approved attorneys' fees and costs to Class Counsel; (d) the costs of administering the Settlement; and (e) payment to the State of California Labor and Workforce Development Agency ("LWDA") for PAGA penalties.

Individual Settlement Payments. After deduction from the Gross Settlement Amount for Class Counsel's attorneys' fees and costs, the Incentive Award to Plaintiff, the payment to the LWDA for PAGA penalties, and the costs of administering the Settlement, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendant will make Individual Settlement Payments to Participating Class Members.

The Net Settlement Amount will be divided among all Participating Class Members on a pro-rata basis based upon the total number of Compensable Workweeks worked by each respective Participating Class Member in California during the Class Period.

According to Defendant's records, you worked [] Compensable Workweeks during the Class Period.

You may challenge the computation of your Compensable Workweeks by mailing or faxing a written dispute to the Settlement Administrator, postmarked or fax-stamped no later than [] [60 days after mailing] 2023. The written dispute must be referred to as a "Dispute" or words to that effect and must: (a) state your name, address, telephone number, and last four digits of your Social Security number, (b) be signed by you, (c) state the information you are challenging, (d) state your belief as to the correct date(s) of employment and/or workweeks, and (e) explain why you believe Defendant's records are mistaken and attach any documents or evidence in support of your contentions. The dispute shall be determined by the Settlement Administrator, who shall examine all available written records in an attempt to resolve the dispute. Defendant's records shall be presumed accurate and control unless the Settlement Member Class provides satisfactory proof that Defendant's records are incorrect. In any event, the Settlement Administrator will make every reasonable effort to resolve any such disputes before Final Approval of this Agreement, and if any disputes cannot be resolved by that time, they will be resolved by the Court at the Final Approval hearing.

Your estimated Net Settlement Payment is [].

For tax reporting purposes, the payments to Participating Class Members will be allocated as follows: 25% as wages and 75% as penalties and interest. All legally required payroll withholdings will be withheld from the Net Settlement Payments based on this allocation. Any remaining taxes owed will be the responsibility of each Participating Class Member receiving those payments. The employer's share of any payroll taxes will be separately paid by Defendant.

Settlement checks will remain valid for 180 days from issuance. If any settlement checks remain uncashed after 180 days, pursuant to California Code of Civil Procedure section 384, the Settlement Administrator will void the checks and distribute the funds represented by the uncashed checks to the State of California Controller pursuant to the Unclaimed Property Law [Code Civ. Proc. §§ 1500, et seq.]. In such event, the Participating Class Members who did not cash their checks within that time frame will still remain bound by the terms of the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Incentive Award, Settlement Administration Costs, and Payment to the LWDA. Class Counsel will ask the Court to award attorneys' fees up to \$133,320.00 (33.33%) of the Settlement Amount and reimbursement of actual litigation costs, incurred in the Action. In addition, Class Counsel will ask the Court to authorize a Class Representative Incentive Award of up to \$7,500.00 to Plaintiff for her efforts in bringing the case on behalf of the Class. The cost of administering the Settlement will not exceed \$[]. A payment in the amount of \$30,000.00 will also be made to the LWDA for its share of PAGA penalties, which represents 75% of the \$40,000.00 set aside for payment of civil penalties under PAGA; the remaining \$10,000.00 of the \$40,000.00 allocated to PAGA penalties will be distributed pro rata to those Class Members who worked for Defendant as hourly employees in California at any time during the period of October 19, 2019 to January 19, 2022 ("PAGA Period"); this pro-rata distribution will be based on the number of pay periods that each of those Class Members worked during the PAGA Period and will be mailed to them regardless of whether they choose to exclude themselves from the Settlement.

What claims are being released by the proposed Settlement?

"Effective Date" means the date on which final judgment is entered, if no appeal is filed. If an appeal is filed, the Effective Date means the date the judgment is final and no longer subject to appeal.

Upon the Effective Date, Plaintiff and each Settlement Class Member, except those who opt out, will waive and release all claims, rights, demands, damages, liabilities and causes of action, whether known or unknown, contingent or vested, in law or in equity, arising at any time during the Settlement Period for unpaid wages or other compensation, and/or related penalties, interest, costs, attorneys' fees, punitive damages, and/or injunctive

or other equitable remedies, allegedly owed or available, against Defendant and their respective former, current and future parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns, allegedly owed or available, arising out of, or related to the claims, allegations and operative facts asserted in the operative complaint, including that Defendant: (1) failed to provide a required full, timely and uninterrupted meal periods; (2) failed to provide a required full, timely and uninterrupted rest periods; (3) failed to pay all earned wages and/or overtime payments (4) failed to keep accurate payroll records and/or failed to provide accurate wage statements; (5) failed to pay earned an unpaid wages upon ending of employment; and/or (6) in engaging in any or all of the aforementioned conduct, violated, or is liable under the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 218.5, 218.6, 221, 226, 226.3, 226.6, 226.7, 450, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1194.2, 1197, 1198, 2802, 2698 et seq., Cal. Code tit. 5 section 11050 (California Wage Order 5-2001), California Business & Professions Code section 17200 et seq., and/or California Code of Civil Procedure section 1021. The incentive payment to Plaintiff and any other payments herein are expressly contingent upon her execution of a release of all claims under California Civil Code § 1542 and any and all wage related claims, known or unknown, contingent or accrued.

Additionally, all PAGA Group Members will release all claims for civil penalties under PAGA during the PAGA Period.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Settlement Class and receive a Net Settlement Payment; or (B) exclude yourself from the Settlement. If you choose option (A), you may still object to the Settlement, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the Settlement Class and be eligible to receive an Individual Settlement Payment, *you do not need to take any action*. By remaining in the Settlement Class and receiving an Individual Settlement Payment, you will be subject to any Judgment that will be entered in the Action, including the release of claims described above. If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate, you may object to it. To object, you must mail a "Notice of Objection" to the Settlement Administrator at the address located at the bottom of this Notice. If you submit a Notice of Objection, it must be postmarked no later than [60 days after mailing] 2023 and set forth the following: (1) the name of the case and case number (shown on page I of this Notice); (2) your full name, address, and dates of employment; (3) the last four digits of your Social Security number; and (4) the factual and legal bases for the objection and attach any supporting documents. . The Notice of Objection must be signed by you or your authorized representative. *Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of the claims set forth above, unless the Court does not grant final approval of the Settlement.*

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must submit a written statement requesting exclusion from the Class. The request for exclusion must (1) contain the name, address, telephone number, and last four digits of the Social Security number of the person requesting exclusion; (2) be signed by the person; (3) unambiguously state that the person wishes to exclude themselves from the settlement; (4) be mailed, faxed or emailed; and (5) be sent to the Settlement Administrator at the specified address, fax telephone number or email address and if mailed, it must be postmarked on or before [60 days after mailing] 2023. Any Class Member who opts out of the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. Class Members who do not submit a valid and timely request for exclusion on or before [60 days after mailing], 2023 shall be Participating Class Members and bound by all terms of the Settlement and any Final Judgment entered in this Class Action if the Settlement is approved by the Court.

What is the next step in the approval of the Settlement?

The Court will hold the Final Approval Hearing to decide whether the Settlement is fair, reasonable, and adequate on _____ at _____ in Department 39 of the Contra Costa County Superior Court, 725 Court Street, Martinez, CA 94553. If the Settlement Class member timely submits a Notice of Objection, he or she may appear, personally or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her objection directly to the Court. You need not attend the Final Approval Hearing to receive a Class Settlement Payment. Please note that the date and/or time for the Final Approval Hearing may be changed at any time without notice. You can confirm the date by contacting the Settlement Administrator or by consulting the court's website at <https://www.cc-courts.org/> and entering case number C20-02646 in the Case Query section. Please note that the Court requires strict adherence to its COVID-19 policies and procedures, including requirements for social distancing and face coverings; these policies and procedures are available on the Court's website, <https://www.cc-courts.org/>.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering Judgment will be posted on a website (listed below) created by the Settlement Administrator for this case for a period of 90 days following the entry of that Order/Judgment, in compliance with California Rules of Court, rule 3.771. Net Settlement Payments will be mailed to Participating Class Members no later than ten (10) business days after the Effective Date. Even if the Court grants Final Approval, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

It is your responsibility to maintain your current address with the Settlement Administrator. If you move, you should send a letter updating your address to the Settlement Administrator. Maintaining your current address with the Settlement Administrator is the best way to ensure that you receive your Class Settlement Payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are available in the Complaint and the Settlement Agreement, both of which are posted on the Settlement Administrator's website which also lists information regarding the Final Approval Hearing. These documents and all other records relating to the Action are available for inspection and/or copying at the Civil Records Office of the Contra Costa County Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel, at the address listed above.

_____ will serve as the Settlement Administrator for this settlement. _____ may be reached at:

Orinda Care Center, LLC Wage and Hour Settlement Administrator

c/o _____

<https://www.>_____

phone: (XXX) XCX-XXXX

fax: (XXX) XCX-XXXX

website: www._____

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

EXHIBIT B

NOTICE OF ERRATA REGARDING CLASS ACTION SETTLEMENT

Laura Delgado et al. v. Orinda Care Center, LLC
Case No. C20-02646

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

You are being provided this notice of errata regarding a Notice of Class Action Settlement (the "Notice") that was recently mailed to you regarding a class action and Private Attorney General Act ("PAGA") representative action lawsuit entitled *Laura Delgado et al. v. Orinda Care Center, LLC*, Contra Costa County Superior Court Case No. C20-02646 (the "Action"). This lawsuit was filed between Plaintiff Laura Delgado ("Plaintiff") and Defendant Orinda Care Center, LLC ("Defendant").

To be eligible for the settlement benefits as provided in the Notice, **you must have been employed in hourly non-exempt positions by Orinda Care Center, LLC in California at any time between October 19, 2019 and January 19, 2022** (the "Class"). In mailing out the Notices, Defendant inadvertently identified contract, registry, and salaried workers in the Class List which was then used for mailing out the Notices. After reviewing the records, it has been determined that you were erroneously sent the Notice because you were not employed in an hourly non-exempt position with Defendant and not entitled to the settlement benefits as previously stated.

You may challenge this determination by mailing or faxing a written dispute to the Settlement Administrator, postmarked or fax-stamped no later than [redacted] [60 days after mailing] 2023. The written dispute must be referred to as a "Dispute" or words to that effect and must: (a) state your name, address, telephone number, and last four digits of your Social Security number, (b) be signed by you, (c) state the information you are challenging, (d) state your belief as to the correct date(s) of employment and/or workweeks, and (e) and explain why you believe Defendant's records are mistaken and attach any documents or evidence in support of your contentions. The dispute shall be determined by the Settlement Administrator, who shall examine all available written records in an attempt to resolve the dispute. Defendant's records shall be presumed accurate and control unless the Settlement Member Class provides satisfactory proof that Defendant's records are incorrect. In any event, the Settlement Administrator will make every reasonable effort to resolve any such disputes before Final Approval of this Agreement, and if any disputes cannot be resolved by that time, they will be resolved by the Court at the Final Approval hearing.

[redacted] will serve as the Settlement Administrator for this settlement. [redacted] may be reached at:

Orinda Care Center, LLC Wage and Hour Settlement Administrator

c/o [redacted]
[redacted]
[redacted]

https://www.[redacted]
phone: (XXX) XCX-XCXC
fax: (XXX) XCX-XCXC
website: www.[redacted]

**PLEASE DO NOT CONTACT THE COURT
FOR INFORMATION REGARDING THIS NOTICE**

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On July 12, 2023, I served the document described as:

JOINT STIPULATION APPROVING AMENDED CLASS NOTICE; [PROPOSED] ORDER

By e-mail or electronic transmission. I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Joseph R. Lordan, Esq. Sumy Kim, Esq. O'HAGAN MEYER PLLC One Embarcadero, Suite 2100 San Francisco, CA 94111 Tel: (628) 626-6906 Email: JLordan@OhaganMeyer.com SKim@OhaganMeyer.com	Attorneys for Defendant ORINDA CARE CENTER, LLC
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 12, 2023 at Willimantic, Connecticut.

Alex Phornprapha
Alex Phornprapha