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FILED
AUG 23 2023
K. BEKER CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By: *[Signature]*

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

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14 Attorneys for Defendant ORINDA
15 CARE CENTER, LLC

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

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

21 Plaintiff,

22 vs.

23 ORINDA CARE CENTER, LLC, a California
24 limited liability company and DOES 1 through
25 50, inclusive,

26 Defendants

CASE NO. C20-02646

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

CLASS ACTION:

**JOINT STIPULATION REQUESTING
HEARING ON MOTION FOR FINAL
APPROVAL; [PROPOSED] ORDER**

Complaint: December 29, 2022
Trial Date: None Set

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 of
9 Class and Representative Action Settlement and Release (“Settlement Agreement”). On October
10 21, 2022 the Court entered an Order granting Plaintiff’s Motion for Preliminary Approval of
11 Class Action and PAGA settlement, a true and correct copy of the order granting Plaintiff’s
12 Motion for Preliminary Approval is attached hereto as **Exhibit A**, provisionally certifying the
13 following class:

14 All current and former non-exempt employees who were employed
15 by Defendant in California from October 19, 2019 through January
16 19, 2022.

17 Subsequently, the Settlement Administrator administered the notice process of notifying
18 the class of the Settlement.

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

24 WHEREAS, the parties met and conferred and agreed that corrective notice be sent to the
25 Class Members and to those individuals who erroneously received the initial notice. The Parties
26 executed and filed a Joint Stipulation Approving Amended Class Notice (“Amended Class
27 Notice”).

1 WHEREAS, on July 17, 2023, the Court entered an Order Approving the Amended Class
2 Notice. A true and correct copy of the order approving amended class notice is attached here to as
3 **Exhibit B.**

4 WHEREAS, the Settlement Administrator requires a Motion for Final Approval hearing
5 date to put on the Amended Class Notice before it is mailed out.

6 Accordingly, the Parties request that the Court set a hearing date for Plaintiff's Motion for
7 Final Approval on or after December 6, 2023.

8
9 **IT IS SO STIPULATED.**

10
11 DATED: August 21, 2023

MATERN LAW GROUP, PC

12
13 By: 

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

14
15
16
17 DATED: August 18, 2023

O'HAGAN MEYER, PLLC

18
19 By: 

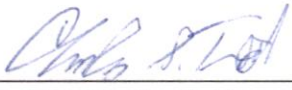
20 JOSEPH R. LORDAN
SUMY KIM
Attorneys for Defendant
ORINDA CARE CENTER, LLC

912
~~PROPOSED~~ ORDER

Pursuant to Joint Stipulation made herein and good cause appearing therefore, it is ordered, and good cause appearing therefore, IT IS HEREBY ORDERED that: The hearing date for Plaintiff's Motion for Final Approval is set for December 7, 2023 at 9:00 a.m. in Department 12.

IT IS SO ORDERED.

DATED: AUG 22 2023



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

EXHIBIT A

1 Matthew J. Matern (CSB #159798)
2 Mikael H. Stahle (CSB #182599)
3 MATERN LAW GROUP, PC
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6 Attorneys for Plaintiff
7 LAURA DELGADO individually,
8 and on behalf of others similarly
9 situated

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF CONTRA COSTA

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

14 20 Plaintiff,
15 vs.

16 ORINDA CARE CENTER, LLC, a California
17 limited liability company and DOES 1 through
18 50, inclusive,

18 Defendants.

Case No. C20-02646

[Assigned for all Purposes to the Honorable
Edward G. Weil, Dept. 39]

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT

Date: August 25, 2022
Time: 9:00 a.m.
Dept.: 39

Action Filed: December 29, 2020
Trial Date: None set

FILED
OCT 21 2022
DEPT. CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA
By: *[Signature]*

1 Plaintiff Laura Delgado's ("Plaintiff") Motion for Preliminary Approval of Class and
2 Representative Action Settlement in Contra Costa County Superior Court Case No. C20-02646
3 ("the Action") came on regularly for hearing before this Court on August 25, 2022 at 9:00 a.m.
4 Having reviewed Plaintiff's motion (filed on May 25, 2022); the Declaration of Matthew J.
5 Matern and exhibits thereto, including the Joint Stipulation of Class and Representative Action
6 Settlement and Release ("Stipulation") (filed on May 25, 2022); the Stipulation and Order for
7 Leave to File First Amended Complaint (filed on August 8, 2022); the First Amended Complaint
8 (filed on August 17, 2022); the Supplemental Declaration of Mikael H. Stahle (filed on August
9 18, 2022); and good cause appearing therefore, the Court hereby finds and orders as follows:

10 **A. Background and Settlement Terms**

11 The original complaint was filed December 29, 2020, raising claims under PAGA and a
12 class action on behalf of non-exempt employees, alleging that defendant violated the Labor Code
13 in various ways, including unpaid overtime, unpaid minimum wage, noncompliant meal and rest
14 periods, failure to maintain required records, failure to reimburse employee expenses, waiting
15 time, and wage statement claims. On March 19, 2021, the court signed a stipulated order
16 dismissing Plaintiff's class allegations without prejudice.

17 On August 17, 2022, Plaintiff filed a First Amended Complaint, raising additional claims,
18 and reinstating the class claims.

19 The settlement would create a gross settlement fund of \$400,000. The class representative
20 payment to the plaintiff would be \$7,500. Counsel's attorney's fees would be \$133,320 (one-third
21 of the settlement). Litigation costs are estimated at \$16,000. The settlement administrator (CPT
22 Group) would receive an estimated \$8,500. PAGA penalties would be \$40,000, resulting in a
23 payment of \$30,000 to the LWDA. The fund is non-reversionary. There are an estimated 140
24 class members. Based on the estimated class size, the average net payment for each class member
25 is approximately \$1,462.

26 Defendant will fund the settlement within 14 days after final approval of the settlement.

27 The proposed settlement would certify a class of "all persons who are or were employed
28 by Defendant as non-exempt employees in the State of California at any time during the Class

1 period." (Stipulation, Par. 27.) The PAGA period is the same.

2 The class members will not be required to file a claim. Class members may object or opt
3 out of the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the
4 settlement.) Funds would be apportioned to class members based on the number of workweeks
5 worked by the individual employee during the relevant time period.

6 Various prescribed follow-up steps will be taken with respect to mail that is returned as
7 undeliverable. Undelivered or uncashed checks will be voided and the funds provided to the State
8 Controller's Unclaimed Property Fund.

9 The settlement contains release language covering all claims "arising out of, or related to
10 the claims, allegations and operative facts asserted in the operative complaint. (Stipulation, Par.
11 42.) Under recent appellate authority, the limitation to those claims with the "same factual
12 predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC*
13 (2021) 69 Cal.App.5th 521, 537 ["A court cannot release claims that are outside the scope of the
14 allegations of the complaint." "Put another way, a release of claims that go beyond the scope of
15 the allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop*
16 *Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

17 Informal discovery was undertaken, resulting in the production of substantial documents,
18 including payroll records and written work policies, which were analyzed by counsel and a
19 retained consultant. The matter settled after arms-length negotiations, which included an all-day
20 session with an experienced mediator on October 21, 2021.

21 Counsel also has provided an analysis of the case, and how the settlement compares to the
22 potential value of the case, after allowing for various risks and contingencies. This included an
23 estimate of class claims at a maximum of about \$4.4 million. Maximum PAGA penalties are
24 estimated at about \$3.5 million.

25 Counsel analyzed the minimum wage claims, off-the-clock claims, meal period claims,
26 rest period claims, business expense claims, reporting time claims, wage statement claims, and
27 waiting time penalty claims. The potential liability needs to be adjusted for various evidence and
28 risk-based contingencies, including problems of proofs. Counsel also analyzed claims for PAGA

1 penalties, but such penalties are difficult to evaluate for a number of reasons: they derive from
2 other violations, they include "stacking" of violations, the law may only allow application of the
3 "initial violation" penalty amount, and the total amount may be reduced in the discretion of the
4 court. (See Labor Code, § 2699(c)(2) [PAGA penalties may be reduced where "based on the facts
5 and circumstances of the particular case, to do otherwise would result in an award that is unjust
6 arbitrary and oppressive, or confiscatory."]).

7 The LWDA was notified of the settlement.

8 B. Legal Standards

9 The primary determination to be made is whether the proposed settlement is "fair,
10 reasonable, and adequate," under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801,
11 including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of
12 further litigation, the risk of maintaining class action status through trial, the amount offered in
13 settlement, the extent of discovery completed and the state of the proceedings, the experience and
14 views of counsel, the presence of a governmental participant, and the reaction ... to the proposed
15 settlement." (See also *Aniara v. Anaheim Arena Mgmt., LLC, supra*, 69 Cal.App.5th 521.)

16 Because this matter also proposes to settle PAGA claims, the Court also must consider the
17 criteria that apply under that statute. Recently, the Court of Appeal's decision in *Moniz v. Adecco*
18 *USA, Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found
19 that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA
20 settlements. (*id.*, at 64.) The Court also held that the trial court must assess "the fairness of the
21 settlement's allocation of civil penalties between the affected aggrieved employees[.]" (*id.*, at 64-
22 65.)

23 California law provides some general guidance concerning judicial approval of any
24 settlement. First, public policy generally favors settlement. (*Neary v. Regents of University of*
25 *California* (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement
26 contrary to law or public policy. (*Bechtel Corp. v. Superior Court* (1973) 33 Cal.App.3d 405,
27 412; *Timney v. Lin* (2003) 106 Cal.App.4th 1121, 1127.)

28 Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a

1 just one, nor is the court to act as a mere puppet in the matter." (*California State Auto. Assn.*
2 *Inter-Ins. Bureau v. Superior Court* (1990) 50 Cal.3d 658, 664.) As a result, courts have
3 specifically noted that *Neary* does not always apply, because "[w]here the rights of the public are
4 implicated, the additional safeguard of judicial review, though more cumbersome to the
5 settlement process, serves a salutary purpose." (*Consumer Advocacy Group, Inc. v. Kintetsu*
6 *Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

7 C. Attorney Fees

8 Plaintiff seeks one-third of the total settlement amount as fees, relying on the "common
9 fund" theory. Even a proper common fund-based fee award, however, should be reviewed
10 through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503,
11 the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the
12 percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar
13 cross-check is extraordinarily high or low, the trial court should consider whether the percentage
14 used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the
15 court is not necessarily required to make such an adjustment." (*Id.*, at 505.)

16 Following typical practice, however, the fee award will not be considered at this time, but
17 only as part of final approval.

18 Similarly, litigation costs and the requested representative payment of \$7,500 for plaintiff
19 will be reviewed at time of final approval. Criteria for evaluation of representative payment
20 requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th
21 785, 804-807.

22 D. Discussion

23 The matter was mediated and settled in October of 2021. Accordingly, at the time of the
24 mediation, the class claims had been dismissed. The expanded version of the complaint has now
25 been filed with the court. In addition, counsel has submitted a declaration indicating that
26 information concerning the expanded claims was provided to plaintiff well before the mediation,
27 and was evaluated at that time. Thus, the record establishes that sufficient investigation and
28 analysis was made of the expanded version of the case, and that the settlement is reasonable in the

1 light of the new claims.

2 **E. Conclusion**

3 1. The Court finds on a preliminary basis that the settlement memorialized in the
4 Stipulation appears to be fair, adequate, and reasonable, falls within the range of reasonableness,
5 and therefore meets the requirements for preliminary approval.

6 2. The Court provisionally certifies for settlement purposes only the following class
7 ("Class"):

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

10 3. The Court finds, for settlement purposes only, that the Class meets the
11 requirements for certification under Code of Civil Procedure section 382 in that: (1) the Class is
12 so numerous that joinder is impractical; (2) there are questions of law and fact that are common to
13 all Class Members which predominate over individualized issues; (3) Plaintiff's claims are typical
14 of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect
15 the interests of the Class; and (5) a class action is superior to other available methods for the fair
16 and efficient adjudication of the controversy.

17 4. The Court appoints, for settlement purposes only, Plaintiff as the class
18 representative.

19 5. The Court appoints, for settlement purposes only, Matthew J. Matern and Mikael
20 H. Stahle of Matern Law Group, PC as Class Counsel.

21 6. The Court appoints CPT Group, Inc. as the Settlement Administrator.

22 7. The Parties are ordered to carry out the settlement according to the terms of the
23 Stipulation.

24 8. The Court approves, as to form and content, the Notice of Class Action Settlement
25 ("Class Notice"), attached as Exhibit A to the Stipulation. The Court finds that the notice plan is
26 the best means practicable under the circumstances for providing notice to the Class Members,
27 and when contemplated, shall constitute due and sufficient notice of the class action, proposed
28 settlement, and the final approval hearing to all persons entitled to such notice, in full compliance

1 with due process and the notice requirements of Code of Civil Procedure section 877.6.

2 9. Pending the Final Approval hearing, all proceedings in the Action, except those
3 proceedings necessary to implement and complete the Settlement and carry out or enforce the
4 terms and conditions of the Stipulation and this Order, and enter the Final Order and Judgment,
5 are stayed. The five (5) year statute of limitations prescribed by Code of Civil Procedure
6 section 583.310, is tolled, pending entry of an order granting final approval of the Settlement or a
7 final order denying approval of the Settlement.

8 10. The Court orders the following implementation schedule:

9 Last day for Defendant to provide the Class List to the Settlement Administrator	(14 days after Preliminary Approval is granted)
10 Last day for Settlement Administration to mail Notice Packets to Class Members	(14 days after Defendant provides Class List to Settlement Administrator)
11 Last day to dispute dates of employment or Individual Class Wages	(60 days after Notice Packets are mailed)
12 Response Deadline	(60 days after Notice Packets are mailed)
13 Last day to file and serve the Motion for Final Approval of Class and Representative Action Settlement	January 30, 2023 (16 court days before Final Approval Hearing)
14 Final Approval Hearing	February 23, 2023 at 9:00 a.m. in Department 39

15 11. The ultimate judgment must provide for a compliance hearing after the settlement
16 has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one
17 week before the compliance hearing date. 5% of the attorney's fees are to be withheld by the
18 claims administrator pending satisfactory compliance as found by the Court.

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12. In the event Final Approval is denied, this Order will be null and void. No class will be certified and all other orders contained herein will be null and void.

IT IS SO ORDERED.

DATED: OCT 19 2022



HON. EDWARD G. WEIL
JUDGE OF THE SUPERIOR COURT

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 October 3, 2022, I served the document described as:

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

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.

<p>Joseph Lordan, Esq. joseph.lordan@lewisbrisbois.com Jeffrey Ranen, Esq. jeffrey.ranen@lewisbrisbois.com Sumy Kim, Esq. sumy.kim@lewisbrisbois.com Jennifer Marigmen jennifer.marigmen@lewisbrisbois.com LEWIS BRISBOIS BISGAARD & SMITH LLP 333 Bush Street Suite 1100 San Francisco, CA 94104 Tel: (415) 438-5923 Fax: (415) 434-09882</p>	<p>Attorneys for Defendant ORINDA CARE CENTER, LLC</p>
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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 October 3, 2022 at Manhattan Beach, California.



 Cathy Lozano

EXHIBIT B

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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]

FILED
JUL 18 2023
A. J. [Signature]
CLERK OF SUPERIOR COURT
COUNTY OF CONTRA COSTA

**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

1 O'HAGAN MEYER PLLC
JOSEPH R. LORDAN, SB# 265610
Email: JLordan@OhaganMeyer.com
2 SUMY KIM, SB# 290082
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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: 

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

7
8
9
10 DATED: July 10, 2023

O'HAGAN MEYER, PLLC

11
12 By: 

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

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~~PROPOSED~~ ORDER

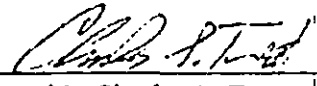
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Pursuant to the Joint Stipulation Approving Amended Class Notice, and good cause appearing therefore, IT IS HEREBY ORDERED as follows:

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 not 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) 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.

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 1 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 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) XXX-XXXX

fax: (XXX) XXX-XXXX

website: www. _____

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

EXHIBIT B

MATEEN LAW GROUP, PC
110 WOODLAND AVENUE
SUITE 200
MANHATTAN BEACH, CA 90266

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) 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-XXCX

fax: (XXX) XCX-XXCX

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

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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 August 21, 2023, I served the document described as:

JOINT STIPULATION REQUESTING HEARING ON MOTION FOR FINAL APPROVAL; [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 August 21, 2023 at Willimantic, Connecticut.

Alex Phornprapha
Alex Phornprapha