

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Marina Kushnirovich v. Active Plus Home Health Care, Inc., Marjan Pourharandi, Helen Mohsenzadeh

Los Angeles County Superior Court, Case No. 19STCV20229

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I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Marina Kushnirovich (“Plaintiff”) on behalf of herself and all other Aggrieved Employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the California Private Attorneys General Act (“PAGA”). These civil penalties are based on Plaintiff’s allegations that Active Plus Home Health Care, Inc., Marjan Pourharandi and Helen Mohsenzadeh (collectively, “Defendants”): (a) failed to pay overtime wages for all overtime hours worked to Plaintiff and similarly aggrieved employees in violation of Labor Code §§ 510, 1194; (b) failed to provide all meal and rest periods in violation of Labor Code §§ 226.7, 512; (c) failed to furnish Plaintiff and similarly aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code §§ 226 and 226.3; (d) failed to all pay wages in violation of Labor Code §§ 201, 202, 204; (e) failed to indemnify for necessary business expenses in violation of Labor Code § 2802.

The Court has ***not*** made a determination about Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Defendants deny Plaintiff’s allegations. Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: “all current and former non-exempt employees of Defendants in California between June 10, 2018 and April 27, 2021.” The “PAGA Period” is defined as the time period from June 10, 2018 through April 27, 2021.

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your individual PAGA payment has been calculated at \$.[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees including you will release Defendants and all of its past and present owners, officers, directors, shareholders, employees, agents, assigns, attorneys, insurers, brands and concepts, parent companies, subsidiaries, and affiliates, and their respective predecessors, successors, assigns, and any individual or entity that could be jointly liable with Defendants ("Released Parties") from any and all claims for civil penalties under PAGA that were alleged or could have been alleged against Defendants and any of the Released Parties arising out of the facts, circumstances and primary rights at issue in the Complaint, including without limitation, claims under PAGA (whether known or unknown) to recover civil penalties based on the following underlying Labor Code violations: (a) failing to pay overtime wages for all overtime hours worked to Plaintiff and similarly aggrieved employees in violation of Labor Code §§ 510, 1194; (b) failing to provide all meal and rest periods in violation of Labor Code §§ 226.7, 512; (c) failing to furnish Plaintiff and similarly aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code §§ 226 and 226.3; (d) failing to all pay wages in violation of Labor Code §§ 201, 202, 204; (e) failing to indemnify for necessary business expenses in violation of Labor Code § 2802; or any other claim for civil penalties that could have been plead under PAGA based on the facts, circumstances, and primary rights at issue in the operative Complaint, that arose during the PAGA Period. These allegations are described in the second paragraph of Section I on the previous page.

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) will be barred from proceeding with any claim under the PAGA released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Settlement Administrators at (800) 523-5773 with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.