

HAMBERS COPY

DEC 20 2016

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14 Tel: (415) 362-9800
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16 Attorneys for Plaintiffs

17 [Additional Counsel for Plaintiffs listed on signature page]

18 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 IN AND FOR THE COUNTY OF ALAMEDA
20 CIVIL UNLIMITED

21 FAY SMITH, Individually and on Behalf of
22 All Other Similarly Situated Employees,

23 Plaintiffs,

24 vs.

25 PREMA P. THEKKEK, AN INDIVIDUAL;
26 ANTONY P. THEKKEK A/K/A
27 ANTHONY P. THEKKEK, AN
28 INDIVIDUAL; PAKSN, INC., a California
Corporation; AAKASH, INC. D/B/A PARK
CENTRAL CARE & REHAB CENTER;
APPLE CARE CENTER, LLC D/B/A
APPLE VALLEY POST ACUTE CENTER;
BAYVIEW CARE, INC. D/B/A HILLTOP
CARE CENTER; CCRC, LLC;
DIYAVILLA, INC. D/B/A DIYAMONTE
POST ACUTE CARE CENTER;

No. RG15787300

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, APPROVING
FORM OF NOTICE TO THE CLASS,
CERTIFYING THE SETTLEMENT
CLASS, AND SETTING FINAL
APPROVAL HEARING**

DATE: December 21, 2016
TIME: 2:30 p.m.
DEPT.: 17

Reservation no.: R-1807865
Assigned for all purposes to:
Honorable George C. Hernandez

FILED
ALAMEDA COUNTY

DEC 21 2016

CLERK OF THE SUPERIOR COURT
By Yestrada Deputy

Complaint filed: September 25, 2015

1 GRACEVILLA, INC. D/B/A GENESIS
2 HEALTHCARE CENTER AND D/B/A
3 VILLA MARIA CARE CENTER—LONG
4 BEACH; HCRC, INC.; KARMA, INC.
5 D/B/A MANTECA CARE &
6 REHABILITATION CENTER; KAYAL,
7 INC. D/B/A BAYPIONT HEALTHCARE
8 CENTER; MARINOAK, INC. D/B/A
9 CORINTHIAN GARDENS HEALTH
10 CARE CENTER; MCRC, LLC; NADHAN,
11 INC. D/B/A WINSOR HOUSE
12 CONVALESCENT HOSPITAL, D/B/A
13 ORCHARD POST ACUTE CARE, and
14 D/B/A CREEKSIDE CONVALESCENT &
15 MENTAL REHAB PROGRAM; NADHI,
16 INC. D/B/A GATEWAY CARE &
17 REHABILITATION CENTER; NASAKY,
18 INC. D/B/A YUBA SKILLED NURSING
19 FACILITY; OAKRHEEM, INC D/B/A
20 HAYWARD CONVALESCENT
21 HOSPITAL; SAGAR INC. D/B/A LA
22 MARIPOSA REHABILITATION CARE
23 CENTER; SANDHYA, INC. D/B/A
24 FIRCREST CONVALESCENT
25 HOSPITAL; THEKKEK HEALTH
26 SERVICES, INC., D/B/A MARTINEZ
27 CONVALESCENT HOSPITAL, a
28 California Corporation; WESTVILLA, INC.
D/B/A WEST VALLEY HEALTHCARE
CENTER; MILLBRAE SKILLED CARE,
LLC; HEIGHT STREET SKILLED CARE,
LLC; PREMIER REHAB, INC.;
CARESYSTEMS, INC.; BURLINGAME
HACIENDA; and DOES 1 through 100,
Inclusive,

Defendants.

1 The motion of Plaintiff Fay Smith for an order preliminarily approving the settlement of
2 this action, approving the form of notice to the class, and setting a final approval hearing came on
3 for hearing in Department 17 of this Court on December 21, 2016.

4 Having read the motion, the memoranda and the declarations filed by the parties, and
5 having heard argument of counsel, this Court finds that the proposed settlement appears fair,
6 reasonable and adequate, and that a hearing should be held after notice to the Plaintiff Class of the
7 proposed settlement to determine if the Settlement Agreement and settlement are fair, reasonable,
8 and adequate and if a Settlement Approval Order and Final Judgment should be entered in this
9 action based upon the Settlement Agreement;

10 **IT IS THEREFORE ORDERED THAT:**

- 11 1. The Settlement Agreement and the settlement contained therein are preliminarily approved
12 as fair, reasonable and adequate.
- 13 2. The Class, as defined below, is certified for the purposes of settlement:
14 All persons who performed work as Charge Nurses, Registered Nurses, Licensed
15 Vocational Nurses, Certified Nursing Assistants, or Restorative Nursing Assistants
16 in California for or on behalf of one or more of the Defendants, between September
25, 2011 to the date of this order.
- 17 3. Phoenix Settlement Administrators is authorized as the Settlement Administrator for the
18 purposes of this settlement.
- 19 4. Robert S. Arns, Jonathan E. Davis, Kevin M. Osborne, and Julie C. Erickson of the Arns
20 Law Firm; Kathryn A. Stebner, Kelly Knapp, and George Kawamoto of Stebner and
21 Associates; Michael D. Thamer of the Law Offices of Michael D. Thamer; W. Timothy
22 Needham of Janssen Malloy LLP; and Christopher J. Healey and Stefanie Warren of
23 Dentons US LLP are designated counsel for the Settlement Class.
- 24 5. Plaintiff Fay Smith is designated class representative for the Settlement Class.
- 25 6. The Court approves, as to form and content, the Class Notice and the Information Form
26 attached hereto as Exhibit 1 and Exhibit 2, respectively (collectively, "Class Notice
27 Packet"). The Class Notice Packet meets the requirements of Code of Civil Procedure §
28 382, California Rules of Court rule 3.766, and due process.

- 1 7. The Class Administrator shall, as soon as practicable, but no later than _____ [not less
2 than 28 days following the signing of this Order], cause the Class Notice to be mailed by
3 first class mail to all known members of the Plaintiff Class certified by this Court in this
4 action to the most recent address in Defendants' business records for each known member
5 of the Plaintiff Class. Plaintiff is directed to file with the Court, and serve upon Defendants'
6 Counsel, prior to the Final Hearing, a declaration confirming such mailings. The mailing
7 of the Class Notices directed in this Order constitute the best notice practicable under the
8 circumstances and sufficient notice to all members of the Plaintiff Class.
- 9 8. The costs and expenses of printing and mailing the Class Notices shall be paid from the
10 fund established by Defendants pursuant to the Settlement Agreement. Only with court
11 approval may settlement funds be disbursed to the settlement administrator.
- 12 9. A hearing (the "Final Hearing") shall be held on April 13, 2017, at 2:30, at
13 Sept 17 as set forth in the Class Notice, to determine whether the proposed
14 settlement of this action is fair, reasonable and adequate and should be finally approved.
15 The Court will also consider at the final approval hearing whether applications for
16 Plaintiff's attorney fees and expenses and incentive award to the representative Plaintiff
17 should be granted and, if so, in what amounts.
- 18 10. Plaintiff's briefs and supporting papers in support of the proposed settlement, and
19 application for an award of fees and expenses to be filed with the Court 5 days
20 prior to the Final Hearing. After the Final Hearing, the Court may enter a Settlement
21 Approval Order and Final Judgment in accordance with the Settlement Agreement that will
22 adjudicate the rights of all class members.
- 23 11. Any member of the Plaintiff Class who has not timely elected to be excluded from the
24 Plaintiff Class, and who objects to approval of the proposed settlement, including any
25 application for attorney fees and expenses and incentive awards to the named Plaintiff, may
26 elect to appear at the Final Hearing in person or through counsel to show cause why the
27 proposed settlement should not be approved as fair, reasonable and adequate.
- 28

1 12. Objections to the settlement shall be heard, and any papers or briefs submitted in support
2 of said objections shall be considered by the Court only if, on or before
3 March 21, 2017, [no later than sixty (60) calendar days after the
4 Notice mailing date] said objectors(s): (1) file with the Clerk of the Superior Court written
5 notice of their intention to object, together with supporting papers stating specifically the
6 factual basis and legal grounds of the objection and identifying exhibits and/or witnesses,
7 if any, that the objecting Class Member intends to present at the final approval hearing;
8 and, (2) serve copies thereof together with proof of service on or before said date upon
9 each of the following counsel:

10
11 **CLASS COUNSEL**

12 Robert S. Arns
13 The Arns Law Firm
14 515 Folsom St., 3rd Floor
15 San Francisco, CA 94109
16 Tel: (415) 495-7800

17 Kathryn A. Stebner
18 Stebner and Associates
19 870 Market Street, Suite 1212
20 San Francisco, CA 94102
21 Tel: (415) 362-9800

22 Michael D. Thamer
23 Law Offices of Michael D. Thamer
24 Old Callahan School House
25 12444 South Highway 3
26 Post Office Box 1568
27 Callahan, California 96014-1568
28 Tel: (530) 467-5307

W. Timothy Needham
Janssen Malloy LLP
730 Fifth Street
Eureka, CA 95501
Tel: (707) 445-2071

///
///

DEFENDANTS' COUNSEL

Rick Canvel, Attorney at Law
184 Graystone Terrace
San Francisco, CA 94114
Telephone: (415) 309-4771

1 Christopher J. Healey
2 Dentons US LLP
3 4655 Executive Drive, Suite 700
4 San Diego, California 92121
5 Tel: (619) 236-1414

6 The objections must state the name and number of the action. No objection shall be
7 considered unless these requirements are satisfied.

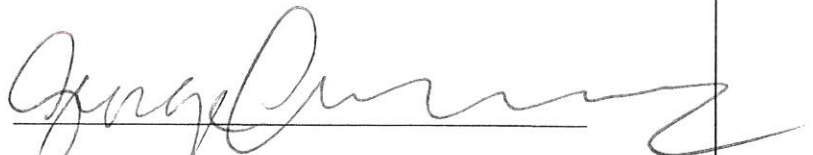
8 13. Any Plaintiff Class member who does not timely elect to be excluded from the Settlement
9 Class and who does not make an objection to the settlement in the manner provided herein
10 shall be deemed to have waived any such objection by appeal, collateral attack or
11 otherwise.

12 14. All discovery and other pretrial proceedings in this action, including Plaintiff's deadline to
13 file a motion for class certification, are stayed and suspended until further order of this
14 Court, except such actions as may be necessary to implement the Settlement Agreement
15 and this Order.

16 15. In the event that the proposed settlement as provided in the Settlement Agreement is not
17 approved by the Court, or for any reason the parties fail to obtain a Settlement Approval
18 Order and Final Judgment as contemplated in the Settlement Agreement, or the Settlement
19 Agreement is terminated pursuant to its terms, the Settlement Agreement and all orders
20 entered in connection therewith shall become null and void and of no further force and
21 effect, and shall not be used or referred to for any purpose whatsoever. In such event, the
22 Settlement Agreement and all negotiations and proceedings relating thereto shall be
23 withdrawn without prejudice as to the rights of any and all parties thereto.

24 IT IS SO ORDERED.

25 Dated: 12/21, 2016

26 
27 Honorable George C. Hernandez
28

1 ADDITIONAL COUNSEL FOR PLAINTIFFS

2 Michael D. Thamer, State Bar No. 101440

3 **LAW OFFICES OF MICHAEL D. THAMER**

4 Old Callahan School House

5 12444 South Highway 3

6 Post Office Box 1568

7 Callahan, California 96014-1568

8 Tel: (530) 467-5307

9 Fax: (530) 467-5437

10 W. Timothy Needham, State Bar No. 96542

11 **JANSSEN MALLOY LLP**

12 730 Fifth Street

13 Eureka, CA 95501

14 Tel: (707) 445-2071

15 Fax: (707) 445-8305

16 Christopher J. Healey, State Bar No. 105798

17 chris.healey@dentons.com

18 Stefanie Warren, State Bar No. 244038

19 stefanie.warren@dentons.com

20 **DENTONS US LLP**

21 4655 Executive Drive, Suite 700

22 San Diego, California 92121

23 Tel: (619) 236-1414

24 Fax: (619) 232-8311

Exhibit 1

NOTICE OF CLASS ACTION SETTLEMENT

A State Court authorized this notice. This is not a solicitation from a lawyer.

YOU HAVE BEEN IDENTIFIED AS SOMEONE WHO WORKED FOR ONE OR MORE OF THE PERSONS OR COMPANIES BELOW ("DEFENDANTS") IN CALIFORNIA AND PERFORMED NURSING WORK IN A NON-EXEMPT POSITION BETWEEN SEPTEMBER 25, 2011 AND [P.A.D.].

- | | | |
|------------------------|------------------------------|----------------------------|
| PREMA THEKKEK | BURLINGAME HACIENDA | NADHAN, INC. |
| ANTONY THEKKEK | CARESYSTEMS, INC. | NADHI, INC. |
| PAKSN, INC. | DIYAVILLA, INC. | NASAKY, INC. |
| CCRC, LLC | GRACEVILLA, INC. | OAKRHEEM, INC. |
| HCRC, INC. | HEIGHT ST. SKILLED CARE, LLC | PREMIER REHAB, INC. |
| MCRC, LLC | KARMA, INC. | SAGAR, INC. |
| AAKASH, INC. | KAYAL, INC. | SANDHYA, INC. |
| APPLE CARE CENTER, LLC | MARINOAK, INC. | THEKKEK HEALTH SVCS., INC. |
| BAYVIEW CARE, INC. | MILLBRAE SKILLED CARE, LLC | WESTVILLA, INC. |

A settlement has been reached in a class action lawsuit involving claims asserted on behalf of current and former non-exempt employees of the above-referenced Defendants for work performed between September 25, 2011 and [P.A.D.] (the "Class Members"). Your legal rights are affected whether you act or don't act. Read this notice carefully.

A. DESCRIPTION OF THE CLASS ACTION:

On September 25, 2015, former employee Adelbert Cagungao filed a class action lawsuit against Defendants. Former employee Fay Smith replaced Mr. Cagungao as a plaintiff later in the case. The lawsuit claimed Defendants violated California laws by failing to pay wages and overtime, failing to provide meal and rest breaks, failing to provide accurate records of hours and pay, requiring false time statements, and related damages and penalties.

Defendants have denied the allegations in the lawsuit. They contend that they fully complied with all applicable laws and do not owe any money to any Class Member.

The judge in this case has not ruled on the claims. Both sides recognize, however, there are risks, expenses, and business disruption if the lawsuit continues and therefore, they have agreed to enter into a settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING AND REMAIN IN THE CLASS	If you do not respond to this notice, you will receive benefits in the form of a check. You will also give up your right to sue the Defendants about any of the claims in this case. If you wish to update your address or dispute the number of shifts you worked for Defendants, please complete the INFORMATION FORM included with this notice.
EXCLUDE YOURSELF FROM THE SETTLEMENT	If you do not want to be in the class, you can opt out by (deadline). You will get no benefits from the Settlement, but you will keep your right to sue Defendants on your own for claims asserted in this case.
OBJECT	If you think there is something wrong with the settlement, you can write a letter to the Court by (deadline) with your objection. If you object, you will remain in the class and may still receive a settlement payment.
If you are a current employee of Defendants, <u>state and federal law prohibit retaliation and discrimination against you</u> regardless of which of the above options you pursue.	

The judge in this case has determined that the settlement is fair, reasonable, and adequate and in the best interest of the Class Members. The judge has also appointed the following lawyers as "Class Counsel":

Robert Arns, Jonathan Davis, Kevin Osborne,
Julie Erickson, & Robert Foss
THE ARNS LAW FIRM
515 Folsom St. 3rd Floor
San Francisco, CA 94105
Telephone: 415.495.7800

Michael Thamer
LAW OFFICES OF MICHAEL D. THAMER
Old Callahan School House, 12444 South Highway 3
Callahan, California 96014-1568
Tel: (530) 467-5307
Fax: (530) 467-5437

Kathryn Stebner, Kelly Knapp
STEBNER AND ASSOCIATES
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W. Timothy Needham
JANSSEN MALLOY LLP
730 Fifth Street
Eureka, CA 95501
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Fax: (707) 445-8305

Christopher Healey, Stefanie Warren
DENTONS US LLP
4655 Executive Drive, Suite 700
San Diego, California 92121
Tel: (619) 236-1414
Fax: (619) 232-8311

As Class Counsel, these attorneys have been appointed by the judge to represent the Class.

B. SUMMARY OF PROPOSED SETTLEMENT TERMS:

The full Settlement Agreement is available at [\[insert website\]](#). Subject to the judge's approval, a summary of the terms of the Settlement include:

1. Class Settlement Amount:

Defendants will pay \$6,000,000 (Six Million Dollars) into a settlement fund. This fund will pay the following:

- (1) Payments to all Class Members who do not opt-out to their share of the settlement based on the Distribution Formula, below;
- (2) Settlement Administration costs not to exceed at \$25,000, subject to court approval;
- (3) Litigation expenses of approximately \$42,000 advanced by Class Counsel to litigate the case, subject to court approval;
- (4) An incentive award of \$5,000 to Fay Smith to compensate her for her time, work, and risks she undertook as the named plaintiff in this lawsuit, subject to court approval;
- (5) Attorneys' fees for Class Counsel not to exceed \$1,740,000, subject to court approval;
- (6) Any employer-side payroll taxes; and
- (7) A payment of \$85,000 to the California Labor and Workforce Development Agency, subject to court approval.

2. Class Member Distribution Formula:

From the total \$6 million settlement fund, after subtracting the attorneys' fees and costs, settlement administration costs, incentive award to the named plaintiff, employment taxes, and the amount to be paid to California Labor and Workforce Development Agency, approximately \$_____ paid to Class Members (the Net Settlement Fund").

Each Class Member's percentage share of the Net Settlement Fund will be calculated as follows. The Settlement Administrator will review Defendants' employment records from September 25, 2011 to [P.A.D.]. The percentage share for each Class Member will be the total number of shifts he or she worked during this time divided by the total number of shifts worked by all Class Members (estimated to include 3,105 persons), and then adjusted based on their jobs. Those who were paid higher hourly wages will receive more than those whose hourly wages were lower. Also, those who were found to have done more work off the clock, specifically RNs and LVNs, will receive a higher amount than other workers. The formula is described in detail in the settlement agreement on page 7 under the heading "Payments to Class Members by Defendants."

70% of what each Class Member payment will be counted as W-2 wages for tax purposes. The other 30% will be tax-free 1099 penalties and interest income. An IRS Form W-2 will be issued for the wage portion and an IRS Form 1099 will be issued for the interest and penalties portion.

NOTE: Nothing in this Notice or the Settlement is intended to constitute tax advice. You should consult your tax advisor for any tax issues pertaining to this Settlement.

Questions? Contact the Settlement Administrator, Phoenix Settlement Administration toll free at (888) 613-5553
Or by mail at 4590 MacArthur, Suite 500, Newport Beach, CA 92660

3. Other Key Terms of the Settlement:

Among other terms, one key provision is that the Settlement releases any claims for interest on money that Defendants may owe to those Class Members who remain in the Settlement.

4. Payment Schedule:

The terms of the Settlement require Defendants to make monthly installment payments to the Settlement Administrator, beginning after preliminary approval of the settlement by the judge. The Settlement Administrator will mail checks to you and all the other Class Members once the Defendants have made all monthly payments. You must cash any settlement check within 120 days of the date mailed or it will expire. If you do not cash your check, the funds will be returned to the Settlement Administrator and will be reissued to the other Class Members in a second round of checks. Any remaining unclaimed or undistributed settlement funds shall be distributed to the Legal Aid Society Employment Law Center in San Francisco, California, or other non-profit entity approved by the Court.

Please contact the Settlement Administrator at the phone number below if you don't receive your checks, if you fail to cash your checks on time, or if you change your mailing address.

5. Action Required To Receive Your Share of the Settlement:

You do not need to do anything in order to receive your share of the Settlement.

C. TO REQUEST EXCLUSION FROM THE SETTLEMENT AGREEMENT:

If you want to be excluded from the Settlement (also referred to as "opt-out"), you must mail a letter to the Settlement Administrator to request to "opt-out." The Settlement Administrator's mailing address is:

Settlement Administrator
Phoenix Settlement Administration
4590 MacArthur, Suite 500
Newport Beach, CA 92660
Telephone: 888.613.5553

Your "opt-out" request letter can be as simple as "*I do not want to be a part of the settlement.*" To be considered timely, your "opt-out" request letter must include your full name, mailing address, telephone number, last four digits of your social security number (for identity verification purposes only), signature, and be mailed by First-Class U.S. Mail to the Settlement Administrator, postmarked on or before **[DATE]**.

If you file a timely and valid "opt-out" request, you will no longer be a member of the Class, and you will not receive any money from the Settlement, or be able to object to the terms of the Settlement. However, if you do timely "opt-out," you will not be bound by the terms of the Settlement and may pursue any claims you may have against Defendants at your own expense. If you submit both a completed Information Form and an "opt-out" request, the "opt-out" request will be deemed invalid and you will be bound by, and have the right to participate in the Settlement Award.

D. TO OBJECT TO THE SETTLEMENT:

If you believe the Settlement is unfair or inadequate in any respect, but you do not "opt-out," you can object to the Settlement by filing a written objection stating the specific grounds of your objection with the Alameda County Superior Court, 1225 Fallon Street, Oakland, CA 94612, Attn: Dept. 17, and by mailing a copy of your objection to any of the above Class Counsel and the Settlement Administrator at the above listed addresses.

All objections must be signed and include your full name, mailing address, telephone number, last four digits of your social security number (for identity verification purposes only), and the case name and case number. The objections must state the basis for the objection and must identify exhibits and/or witnesses, if any, that you intend to present at the final approval hearing. All objections must be filed with the Court, and postmarked to Class Counsel, Counsel for Defendants, and the Settlement Administrator on or before **[DATE]**.

E. RELEASE OF LIABILITY:

If you do not opt-out, and instead remain in the class, upon the Effective Date of the Settlement, you will fully and finally release and discharge Defendants and all their affiliated corporations and entities from any and all claims and any other form of relief or remedy of whatever kind of nature, whether known or unknown, suspected or unsuspected, arising from the claims pleaded in the Class Action and any claims arising out of or related to the Class Action and any claims based on facts alleged in the Class Action, including but not limited to any such claims, whether known or unknown arising under California Labor Code sections: 201, 202, 203, 204, 206.5, 216, 218, 218.5, 218.6, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.5, 1197, 1198 and 2698 et seq., as well as California Industrial Welfare Commission Wage Order 16-2001, Wage Order MW 2001 and MW 2007, Business and Professions Code sections 17200-17208 et seq.

The claims released under this paragraph shall include, but not necessarily be limited to, claims for unpaid wages and overtime wages, claims for failing to receive meal periods and rest breaks, or compensation in lieu thereof, unpaid premium pay for missed meal breaks or rest periods, untimely payment of wages and overtime wages, inaccurate wage statements, record keeping violations, failure to pay all wages owed upon termination, claims for requiring completion of false time statements, unfair competition, as well as any damages, restitution, civil penalties, statutory penalties, taxes, interest or attorneys' fees resulting therefrom. However, individual claims for non-wage related claims, such as for workers' compensation, are specifically excluded from this release.

F. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT:

The Final Approval hearing on the fairness and adequacy of the proposed Settlement will be held on [REDACTED], 2017 at [REDACTED], in the Alameda County Superior Court, 1221 Oak Street, Oakland, California 94612, in Dept. 17. The Final Approval hearing may be continued without further notice. It is not necessary for you to appear at this hearing, unless you have timely filed an objection to the Settlement.

G. FOR MORE INFORMATION:

If you wish to obtain more information about the case or if you would like to see the documents that relate to the settlement, including the Complaint, all papers filed in relation to the motion for preliminary approval of the settlement, all papers filed in relation to final approval of the settlement, the Plaintiffs' attorney's request for fees, and other important documents in this case, you can download them free of charge from <http://www.arnslaw.com/thekkek-settlement>.

Alternatively, for a small fee, all of the pleadings and other records in this litigation, including the Settlement Agreement, may be examined online on the Alameda County Superior Court's website, known as 'DomainWeb,' at <https://publicrecords.alameda.courts.ca.gov/PRS/>. After arriving at the website, click the 'Search By Case Number' link, then enter RG15787300 as the case number and click 'SEARCH.' Images of every document in the case may be viewed (for a charge) through the 'Register of Actions' tab. You may also view every document filed in the case free of charge by using one of the computer terminal kiosks available at each courthouse location that has a facility for civil filings.

**IF YOU HAVE QUESTIONS ABOUT THIS NOTICE,
PLEASE CALL THE SETTLEMENT ADMINISTRATOR AT (888) 613-5553**

DO NOT CALL THE COURT

Exhibit 2

INFORMATION FORM

[Class Member Name]
[Mailing Address 1]
[Mailing Address 2]
[City, State, ZIP]

OUR RECORDS INDICATE THAT YOU WERE EMPLOYED BY DEFENDANTS IDENTIFIED BELOW FOR SOME PERIOD BETWEEN SEPTEMBER 25, 2011 TO [p.a.d].

DEFENDANTS INCLUDE:

PREMA THEKKEK	BURLINGAME HACIENDA	NADHAN, INC.
ANTONY THEKKEK	CARESYSTEMS, INC.	NADHI, INC.
PAKSN, INC.	DIYAVILLA, INC.	NASAKY, INC.
CCRC, LLC	GRACEVILLA, INC.	OAKRHEEM, INC.
HCRC, INC.	HEIGHT ST. SKILLED CARE, LLC	PREMIER REHAB, INC.
MCRC, LLC	KARMA, INC.	SAGAR, INC.
AAKASH, INC.	KAYAL, INC.	SANDHYA, INC.
APPLE CARE CENTER, LLC	MARINOAK, INC.	THEKKEK HEALTH SVCS., INC.
BAYVIEW CARE, INC.	MILLBRAE SKILLED CARE, LLC	WESTVILLA, INC.

YOU DO NOT NEED TO RETURN THIS INFORMATION FORM TO RECEIVE A SETTLEMENT AWARD.

Return this form only if:

- 1. You disagree with the number of your work shifts stated below; or**
- 2. You wish to update your address**

EMPLOYMENT POSITION: [Position (i.e. RN, LVN, RNA, or CNA)]

WORK SHIFTS FROM SEPTEMBER 25, 2011 TO [P.A.D]: [# OF SHIFTS]

If you believe the number of eligible work shifts listed above is incorrect, please enter the number of eligible work shifts you believe you worked for Defendants in California performing nursing work in a non-exempt position from September 25, 2011 TO [p.a.d]: ___ work shifts.

Insert Any Name or Address Corrections Below:

Mailing Address _____
Mailing Address _____
City, State, ZIP _____

Unless you dispute the number of work shifts listed above, or wish to change your address, you **DO NOT** need to return this Information Form. If you disagree with the number of work shifts listed above, you must fill-out the bottom portion of this Information Form and mail back along with any documentation you have to support your claim of a different number of eligible work shifts. This Information Form and your documentation must be mailed directly to the Settlement Administrator, Phoenix Settlement Administration, 4590 MacArthur, Suite 500, Newport Beach, CA 92660 postmarked on or before [date].

X _____
(Sign your name)

(Date you signed this document)

(Print your Full Name)

X X X - X X - ____
(Last 4 Digits of Your Social Security Number)
[FOR IDENTITY VERIFICATION PURPOSES ONLY]