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*Attorneys for Plaintiffs, on behalf of the
Putative Class, the State of California
and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

KHAYO SISHI, SANDEEP PUREWAL,
VANESSA BARBER, and CHERRA REDD
on behalf of the Putative Class, the State of
California and Aggrieved Employees;

Plaintiffs,

v.

ESKATON PROPERTIES INCORPORATED,
CALIFORNIA HEALTHCARE
CONSULTANTS, INC., and DOES 1-100,
inclusive;

Defendants.

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

01/13/2023 at 11:30:13 AM

By: Carolyn Lemos,
Deputy Clerk

Case No.: RG21100764

Hon. Eumi Lee
Dept. 512

**DECLARATION OF ORI EDELSTEIN IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CERTIFICATION OF SETTLEMENT
CLASS, APPROVAL OF NOTICE OF
SETTLEMENT, AND SETTING OF
HEARING FOR FINAL APPROVAL**

Date: January 20, 2023
Time: 9:00 a.m.
Dept: 512

Res. ID: 677085749399

1 I, Ori Edelstein, hereby declare as follows:

2 1. I am an attorney duly licensed to practice law in the State of California. I am a member
3 in good standing of the State Bar of California.

4 2. I am a partner at the law firm of Schneider Wallace Cottrell Konecky LLP ("SWCK").
5 SWCK specializes in class, collective, and PAGA litigation in state and federal court.

6 3. I am counsel of record for Plaintiffs Khayo Sishi, Sandeep Purewal, Vanessa Barber,
7 and Cherra Redd on behalf of themselves and all other similarly situated persons ("Plaintiffs"), in the
8 above-captioned case. I submit this declaration in support of Plaintiffs' Motion for Preliminary
9 Approval of Class Action Settlement, Certification of Settlement Class, Approval of Notice of
10 Settlement, and Setting of Hearing for Final Approval. I am familiar with the file, the documents, and
11 the history related to this case. The following statements are based on my personal knowledge and
12 review of the file. If called to do so, I could and would testify competently thereto.

13 4. In the declaration of Carolyn Hunt Cottrell, executed and filed on December 22, 2022,
14 Plaintiff's counsel informed the court that the Parties were in the process of obtaining signatures for
15 Addendum B to Class Action Settlement Agreement and Release, which memorializes the Parties'
16 agreement to include Zenaya White as an additional Class Representative, and Lawyers for Justice PC
17 and Capstone Law APC as additional Class Counsel.

18 5. A true and correct copy of the fully executed Addendum B to Class Action Settlement
19 Agreement and Release is attached hereto as **Exhibit 1**.

20 6. Concurrently with the filing of this declaration, my office will serve Addendum B to
21 Class Action Settlement Agreement and Release, in the form attached hereto as **Exhibit 1**, on the
22 LWDA, through the online PAGA document submission system. Usage of this online system is the
23 required means to transmit documents to the LWDA.

24
25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct and is based on my own personal knowledge.

27
28 Executed this 13th day of January 2023, in Oakland, California.


29
30 
31 Ori Edelstein
32

EXHIBIT 1

Carolyn H. Cottrell (SBN 166977)
Ori Edelstein (SBN 268145)
Michelle S. Lim (SBN 315691)
Kristabel Sandoval (SBN 323714)
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*Attorneys for Plaintiff, on behalf of the State
of California and Aggrieved Employees*

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633 West Fifth Street, 52nd floor
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Attorneys for Defendants
ESKATON PROPERTIES INCORPORATED and
CALIFORNIA HEALTHCARE CONSULTANTS, INC.

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

KHAYO SISHI, on behalf of the State of
California;

Plaintiff,

v.

ESKATON PROPERTIES INCORPORATED,
CALIFORNIA HEALTHCARE
CONSULTANTS, INC., and DOES 1-100,
inclusive;

Defendants.

Case No.: RG21100764

**ADDENDUM B TO CLASS ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

1 **ADDENDUM B TO CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

2 1. This Addendum B to Class Action Settlement Agreement and Release (the
3 “Settlement”) is entered into between Plaintiffs Khayo Sishi, Sandeep Purewal, Vanessa Barber, and
4 Cherra Redd (“Plaintiffs”), individually and on behalf of all other similarly-situated persons, the State
5 of California, and the Aggrieved Employees, and Defendants Eskaton Properties Incorporated and
6 California Healthcare Consultants, Inc. (“Defendants”), subject to the approval of the Court. Plaintiffs
7 and Defendants are collectively referred to as the “Parties.”

8 2. By way of this Addendum B, the Parties seek to add as an additional Class
9 Representative, Zenaya White. The Parties agree that Ms. White, like the other proposed Class
10 Representatives Khayo Sishi, Sandeep Purewal, and Cherra Redd, will be bound by the general release
11 (Settlement § 21) under the Settlement, and that Class Counsel will request a Service Award
12 (Settlement §§ 2.x, 26.d, 30.a) on her behalf for her services to the Class.

13 3. Through this Addendum B, the Parties hereby replace Paragraph 2.x of the Settlement,
14 previously amended by way of Addendum A to the Class Acton Settlement Agreement and Release,
15 with the following language:

16 “Service Awards” means the payment to Plaintiffs Khayo Sishi, Sandeep Purewal, Cherra
17 Redd, and Zenaya White for their efforts in bringing and prosecuting this matter. The Service
18 Awards will not exceed Ten Thousand Dollars (\$10,000.00) for Plaintiff Khayo Sishi and
19 Five Thousand Dollars (\$5,000.00) each to Plaintiffs Sandeep Purewal, Cherra Redd, and
20 Zenaya White.

21 4. Through this Addendum B, the Parties hereby replace Paragraph 21 of the Settlement,
22 previously amended by way of Addendum A to the Class Acton Settlement Agreement and Release,
23 with the following language:

24 **Plaintiff Sishi’s, Purewal’s, Redd’s, and White’s General Release of Claims.** Plaintiffs
25 Khayo Sishi, Sandeep Purewal, Cherra Redd, and Zenaya White release any and all claims,
26 obligations, demands, actions, rights, causes of action, and liabilities against the Releasees, of
27 whatever kind and nature, character, and description, whether in law or equity, whether
28 sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation,
29 common law, or other source of law or contract, whether known or unknown, and whether
30 anticipated or unanticipated, including all unknown claims covered by California Civil Code
31 section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising
32 at any time up to and including the date of the execution of this Settlement Agreement, for any
33 type of relief, including, without limitation, claims for minimum, straight time, or overtime
34 wages, premium pay, business expenses, other damages, penalties (including, but not limited
35 to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys’ fees,
36 litigation and other costs, expenses, restitution, and equitable and declaratory relief. Plaintiffs
37 Khayo Sishi’s, Sandeep Purewal’s, Cherra Redd’s, and Zenaya White’s released claims
38 include, but are not limited to, the Class Members’ Released Claims, as well as any other
39 claims under any provision of federal, state, or local law, including the FLSA, the California
40 Labor Code, and California Wage Orders. Upon Final Approval, Plaintiffs Khayo Sishi,
41 Sandeep Purewal, Cherra Redd, and Zenaya White shall be deemed to have fully, finally, and
42 forever released Releasees from all Plaintiffs Khayo Sishi’s, Sandeep Purewal’s, Cherra

1 Redd's, and Zenaya White's released claims through the date of Preliminary Approval.
2 Furthermore, upon Final Approval, Plaintiffs Khayo Sishi, Sandeep Purewal, Cherra Redd,
3 and Zenaya White shall be deemed to have expressly waived and relinquished, to the fullest
4 extent permitted by law, the provisions, rights, and benefits they may otherwise have had
relating to the Plaintiffs Khayo Sishi's, Sandeep Purewal's, Cherra Redd's, and Zenaya
White's Released Claims pursuant to Section 1542 of the California Civil Code, which
provides as follows:

5 A general release does not extend to claims that the creditor or releasing
6 party does not know or suspect to exist in his or her favor at the time of
7 executing the release and that, if known by him or her, would have
materially affected his or her settlement with the debtor or released party

8 5. Through this Addendum B, the Parties hereby replace the relevant portion of Paragraph
9 26.d of the Settlement, previously amended by way of Addendum A to the Class Acton Settlement
Agreement and Release, with the following language:

10 ...approving the payment of the Service Awards to Plaintiffs Khayo Sishi, Sandeep Purewal,
11 Cherra Redd, and Zenaya White.

12 6. Through this Addendum B, the Parties hereby replace Paragraph 30.a of the Settlement,
13 previously amended by way of Addendum A to the Class Acton Settlement Agreement and Release,
with the following language:

14 **Service Awards to Plaintiffs.** Subject to the Court's approval, Plaintiff Khayo Sishi shall
15 receive up to Ten Thousand Dollars (\$10,000.00) and Plaintiffs Sandeep Purewal, Cherr Redd,
16 and Zenaya White shall receive up to Five Thousand Dollars (\$5,000.00) each for their efforts
17 in bringing and prosecuting this matter. The Qualified Settlement Fund(s) shall issue an IRS
18 Form 1099 for these payments. These payments shall be made within five (5) days after the
Settlement Administrator receives the Gross Settlement Amount, or as soon as reasonably
19 practicable. If the Court approves Service Awards in amounts less than what Plaintiffs request,
the reduction in the Service Awards shall not be a basis for nullification of this Settlement.
20 Nor shall a reduction in the Service Awards in any way delay or preclude the judgment from
becoming a final judgment or the Settlement from becoming effective. Any amount not
21 approved by the Court shall be included as part of the Net Settlement Amount

22 7. By way of this Addendum B, the Parties also seek to add Lawyers for Justice, PC and
Capstone Law APC as additional affiliated counsel on this case.

23 8. Through this Addendum B, the Parties hereby replace Paragraph 2.e. of the Settlement
24 with the following language:

25 "Class Counsel" means Schneider Wallace Cottrell Konecky LLP, Lawyers for Justice, PC,
26 and Capstone Law APC.

27 9. Through this Addendum B, the Parties hereby replace Paragraph 2.f. of the Settlement
28 with the following language:

“Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, which shall be Class Counsel’s actual costs, including costs incurred for the pre-filing investigation, their filing of the Action and all related litigation activities, and all post-settlement compliance procedures.

10. Through this Addendum B, the Parties hereby replace Paragraph 2.k. of the Settlement with the following language:

“Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for their services rendered to the Plaintiffs and the Settlement Class Members in this Action. Class Counsel will not seek more than one-third of the Gross Settlement Amount, or \$1,833,333.33, as their Fee Award.

11. Through this Addendum B, the Parties hereby replace Paragraph 27. of the Settlement with the following language:

Dismissal of Related Actions. Within ten (10) business days of executing this Settlement Agreement, Plaintiffs Sandeep Purewal, Vanessa Barber, Cherra Redd, and Zenaya White stipulate to stay their pending litigation (Sacramento Superior Court Case Nos.: 34-2021-00306621, 34-2021-00312015, and 34-2021-00302048), in their entirety, against Defendants, until ten (10) business days following the Effective Date. The Parties will cooperate to continue court appearance and trial-related dates. Within ten (10) business days of the Effective Date, Plaintiffs Sandeep Purewal, Vanessa Barber, Cherra Redd, and Zenaya White shall file requests for dismissal of their actions, in their entirety, with prejudice, against Defendants and Released Parties.

12. This Addendum B may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Addendum A, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Addendum B to the Settlement Agreement as follows:

PLAINTIFF:  Date: 12 / 22 / 2022, 2022
Khayo Sishi

PLAINTIFF: _____ Date: _____, 2022
Sandeep Purewal

“Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, which shall be Class Counsel’s actual costs, including costs incurred for the pre-filing investigation, their filing of the Action and all related litigation activities, and all post-settlement compliance procedures.

10. Through this Addendum B, the Parties hereby replace Paragraph 2.k. of the Settlement with the following language:

“Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for their services rendered to the Plaintiffs and the Settlement Class Members in this Action. Class Counsel will not seek more than one-third of the Gross Settlement Amount, or \$1,833,333.33, as their Fee Award.


11. Through this Addendum B, the Parties hereby replace Paragraph 27. of the Settlement with the following language:

Dismissal of Related Actions. Within ten (10) business days of executing this Settlement Agreement, Plaintiffs Sandeep Purewal, Vanessa Barber, Cherra Redd, and Zenaya White stipulate to stay their pending litigation (Sacramento Superior Court Case Nos.: 34-2021-00306621, 34-2021-00312015, and 34-2021-00302048), in their entirety, against Defendants, until ten (10) business days following the Effective Date. The Parties will cooperate to continue court appearance and trial-related dates. Within ten (10) business days of the Effective Date, Plaintiffs Sandeep Purewal, Vanessa Barber, Cherra Redd, and Zenaya White shall file requests for dismissal of their actions, in their entirety, with prejudice, against Defendants and Released Parties.

12. This Addendum B may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Addendum A, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Addendum B to the Settlement Agreement as follows:

PLAINTIFF: _____ Date: _____, 2022
Khayo Sishi

PLAINTIFF:  _____ Date: 12 / 21 / 2022, 2022
Sandeep Purewal

1 **PLAINTIFF:** Vanessa Barber Date: 12 / 27 / 2022, 2022
2 Vanessa Barber

3
4 **PLAINTIFF:** _____ Date: _____, 2022
5 Cherra Redd

6
7 **PLAINTIFF:** _____ Date: _____, 2022
8 Zenaya White

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10 **APPROVED AS TO FORM BY CLASS COUNSEL:**

11
12 _____ Date: _____, 2022
13 Carolyn Hunt Cottrell
14 Ori Edelstein
15 Michelle S. Lim
16 Kristabel Sandoval
17 SCHNEIDER WALLACE
18 COTTRELL KONECKY LLP
19 2000 Powell Street, Suite 1400
20 Emeryville, California 94608

21 **DEFENDANT:** _____ Date: _____, 2022
22 On behalf of Eskaton Properties Incorporated

23 **DEFENDANT:** _____ Date: _____, 2022
24 On behalf of California Healthcare Consultants, Inc.

25 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

26 _____ Date: _____, 2022
27 Mollie M. Burks
28 Linh T. Hua
Christie E. Yang
GORDON REESE SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

1 **PLAINTIFF:**

Vanessa Barber

Date: _____, 2022

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4 **PLAINTIFF:**

5 Cherra Redd

6 Date: 12 / 27 / 2022, 2022

7
8 **PLAINTIFF:**

9 Zenaya White

Date: _____, 2022

10 **APPROVED AS TO FORM BY CLASS COUNSEL:**

11
12
13 Carolyn Hunt Cottrell
14 Ori Edelstein
15 Michelle S. Lim
16 Kristabel Sandoval
17 SCHNEIDER WALLACE
18 COTTRELL KONECKY LLP
19 2000 Powell Street, Suite 1400
20 Emeryville, California 94608

Date: _____, 2022

21 **DEFENDANT:**

22 On behalf of Eskaton Properties Incorporated

Date: _____, 2022

23 **DEFENDANT:**

24 On behalf of California Healthcare Consultants, Inc.

Date: _____, 2022

25 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

26 Mollie M. Burks
27 Linh T. Hua
28 Christie E. Yang
GORDON REESE SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

Date: _____, 2022

PLAINTIFF:

Vanessa Barber

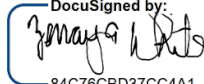
Date: _____, 2022

PLAINTIFF:

Cherra Redd

Date: _____, 2022

PLAINTIFF:

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Zenaya White

Date: 12/22/2022, 2022

APPROVED AS TO FORM BY CLASS COUNSEL:

Carolyn Hunt Cottrell
 Ori Edelstein
 Michelle S. Lim
 Kristabel Sandoval
 SCHNEIDER WALLACE
 COTTRELL KONECKY LLP
 2000 Powell Street, Suite 1400
 Emeryville, California 94608

Date: _____, 2022

DEFENDANT:

On behalf of Eskaton Properties Incorporated

Date: _____, 2022

DEFENDANT:

On behalf of California Healthcare Consultants, Inc.

Date: _____, 2022

APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:

Mollie M. Burks
 Linh T. Hua
 Christie E. Yang
 GORDON REESE SCULLY MANSUKHANI, LLP
 633 West Fifth Street, 52nd floor
 Los Angeles, CA 90071

Date: _____, 2022

1 **PLAINTIFF:**

Vanessa Barber

Date: _____, 2022

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3
4 **PLAINTIFF:**

Cherra Redd

Date: _____, 2022

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7 **PLAINTIFF:**

Zenaya White

Date: _____, 2022

8
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10 **APPROVED AS TO FORM BY CLASS COUNSEL:**

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12 

Date: December 29, 2022

13 Carolyn Hunt Cottrell
14 Ori Edelstein
15 Michelle S. Lim
16 Kristabel Sandoval
17 SCHNEIDER WALLACE
18 COTTRELL KONECKY LLP
19 2000 Powell Street, Suite 1400
20 Emeryville, California 94608

21 **DEFENDANT:**

On behalf of Eskaton Properties Incorporated

Date: _____, 2022

22
23 **DEFENDANT:**

On behalf of California Healthcare Consultants, Inc.

Date: _____, 2022

24 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

25 _____
26 Mollie M. Burks
27 Linh T. Hua
28 Christie E. Yang
GORDON REESE SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

Date: _____, 2022

1 **PLAINTIFF:**

Vanessa Barber

Date: _____, 2022

2
3
4 **PLAINTIFF:**

Cherra Redd

Date: _____, 2022

5
6
7 **PLAINTIFF:**

Zenaya White

Date: _____, 2022

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10 **APPROVED AS TO FORM BY CLASS COUNSEL:**

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Carolyn Hunt Cottrell
Ori Edelstein
Michelle S. Lim
Kristabel Sandoval
SCHNEIDER WALLACE
COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608

Date: _____, 2022

18 **DEFENDANT:**


On behalf of Eskaton Properties Incorporated

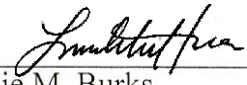
Date: 1/11/23, 2022

21 **DEFENDANT:**


On behalf of California Healthcare Consultants, Inc.

Date: 1/11/23, 2022

23 **APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

24
25
26
27
28

Mollie M. Burks
Linh T. Hua
Christie E. Yang
GORDON REESE SCULLY MANSUKHANI, LLP
633 West Fifth Street, 52nd floor
Los Angeles, CA 90071

Date: January 11, 2023, 2022

1 **PROOF OF SERVICE**

2
3 I, the undersigned, declare that I am, and was at the time of service of the papers herein
4 referred to, over the age of 18 years and not a party to the within action or proceeding. I am
employed at Schneider Wallace Cottrell Konecky LLP located at 2000 Powell Street, Suite 1400,
Emeryville, California 94608.

5 On January 13, 2023 I served the following document(s):

6 **DECLARATION OF ORI EDELSTEIN IN SUPPORT OF PLAINTIFF'S MOTION FOR**
7 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFICATION**
8 **OF SETTLEMENT CLASS, APPROVAL OF NOTICE OF SETTLEMENT, AND**
SETTING OF HEARING FOR FINAL APPROVAL

9 on the following person(s) listed below, as follows:

10 Mollie M. Burks (SBN 222112)
11 Linh T. Hua (SBN 247419)
12 Christie E. Yang (SBN 328901)
13 GORDON REES SCULLY
14 MANSUKHANI, LLP
15 633 West Fifth Street, 52nd Floor
Los Angeles CA 90071
Tel: (213) 576-5007
Fax: (213) 680-4470

Attorneys for Defendants

**ESKATON PROPERTIES
INCORPORATED, CALIFORNIA
HEALTHCARE CONSULTANTS, INC.**

Email: mburks@grsm.com

Email: lhua@grsm.com

Email: cyang@grsm.com

16 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an
17 electronic version of the above-referenced document to the person(s) whose email
18 address(es) are known to me as listed above.

19 I declare under penalty of perjury under the laws of the State of California and the
20 United States of America that the foregoing is true and correct.

21 Executed on January 13, 2023, in Los Angeles, California.

22 
23 Eugene Huffman