

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Tamiko Brooks and authorized Plaintiff Alyssa Webb (“Plaintiffs”) and Defendant TheKey of California, LLC f/k/a Home Care Assistance of California, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the PAGA lawsuit alleging wage and hour violations against Defendant currently captioned *Tamiko Brooks vs. Home Care Assistance of California, LLC*, Case No. 21STCV06850, initiated on February 22, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employees” means all Defendant’s current and former non-exempt caregiver employees in California who worked at any time during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s names, addresses, phone numbers, social security numbers, and pay period information.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of Los Angeles.
- 1.8 “Defense Counsel” means Marlene S. Muraco of Littler Mendelson P.C.
- 1.9 “Effective Date” means the date Defendant fully funds the entire Gross Settlement Amount. Defendant will fund the Gross Settlement Amount no later than 65 days after the Court enters an Order and Judgment approving the PAGA Settlement (assuming no objections or appeals are filed) or March 14, 2025, whichever is later. If an objection or appeal is filed, Defendant the PAGA Settlement will be effective on the date there is a final, unappealable Order and Judgment approving the PAGA Settlement.
- 1.10 “Gross Settlement Amount” means \$3,700,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment,

PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

- 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subdivision (i).
- 1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subdivision (i).
- 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16 "PAGA Counsel" means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC and Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation, the attorneys representing the Plaintiffs in the Action.
- 1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19 "PAGA Period" means the period from August 21, 2019 to June 21, 2024. The end date of the PAGA Period is subject to adjustment per Paragraph 8, below
- 1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. *et seq.*).
- 1.21 "PAGA Notice" means Plaintiffs' August 21, 2020, December 17, 2020, and December 30, 2024 letters to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subdivision (a).
- 1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.23 "Plaintiffs" means Tamiko Brooks and Alyssa Webb. Ms. Brooks is the existing named Plaintiff and Ms. Webb will be added as a Plaintiff as part of this Settlement. Both are serving as PAGA Representatives in the Action.
- 1.24 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 (Release of Claims) below.
- 1.26 “Released Parties” means Defendant, its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and Defendant’s respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. For clarity, “Released Parties” includes, but is not limited to, TheKey of California, LLC (f/k/a Home Care Assistance of California, LLC), Home Care Assistance, Inc., TheKey Holdings, LLC (f/k/a Home Care Assistance Holdings, LLC) and TheKey, LLC (f/k/a Home Care Assistance, LLC).
- 1.27 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28 “PAGA Representative Service Payments” means the payment to the PAGA Representatives for initiating the Action and providing services in support of the Action.

2. RECITALS.

- 2.1 On November 8, 2020, Plaintiff Webb initiated a representative action against Defendant in Santa Clara County Superior Court for civil penalties under the PAGA based on violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802. Plaintiff Webb’s complaint, titled *Alyssa Webb v. Home Care Assistance, Inc., et. al.*, Case No. 20CV373703 (the “Webb Action”), was amended on May 28, 2021 to identify Home Care Assistance of California, LLC as the employing entity.
- 2.2 On February 22, 2021, Plaintiff Brooks filed this Action, captioned *Tamiko Brooks, et al. vs. Home Care Assistance of California, LLC*, Los Angeles Superior Court Case No. 21STCV06850, alleging that Defendant was liable for PAGA civil penalties due to its: (1) failure to pay all minimum and overtime wages due to its uneven rounding / time shaving practices; (2) failure to pay all minimum and overtime wages as a result of its failure to provide duty-free meal and rest periods; (3) failure to reimburse necessary business expenditures, including personal cell phones when used for business purposes; (4) failure to provide all meal periods; (5) failure to authorize and permit all rest periods; (6) failure to issue accurate, itemized wage statements; and (7) failure to respond to Plaintiff Brooks’ personnel file and payroll records request within 21 days of the date of request. On July 12, 2022, Plaintiff Brooks initiated an arbitration of her individual wage and hour claims and her individual claim for civil penalties under the PAGA against Defendant. On December 13, 2022, the Action was stayed pending the California Supreme Court’s decision in *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal.5th 1104, and the adjudication of Plaintiff Brooks’ individual arbitration.
- 2.3 On March 22, 2024, the Parties attended a global mediation with the Hon. Amy D. Hogue (Ret.). As a result of a mediator’s proposal, a tentative resolution of all Plaintiffs’ PAGA claims in both *Webb* and *Brooks* was reached. As a material term of the settlement, the Parties agreed to amend Plaintiffs’ PAGA Notice to include factual allegations that (1) aggrieved employees were required to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening before clocking in; (2) employees were not paid reporting time pay on those occasions when they reported to work but were furnished with less than one-half their

usual or scheduled day's work; (3) due to the failure to properly calculate the regular rate of pay, sick pay, vacation, reporting time pay, and waiting time penalties were paid at the wrong rate; and (4) aggrieved employees were not provided with suitable seating. Additionally, on August 14, 2024, Plaintiff Webb dismissed her complaint against Defendant without prejudice so that those claims may be resolved via the settlement approval process in the Action. The amended PAGA Notice was submitted on December 30, 2024.

- 2.4 Once the sixty-five day exhaustion deadline has run following submission of the LWDA letter referenced in Paragraph 2.3, the Parties will stipulate the filing of an amended complaint, which will become the Operative Complaint to: (1) include the factual allegations set forth in Paragraph 2.3; (2) add Alyssa Webb as an additional plaintiff; and (3) add all the factual allegations previously asserted by Ms. Webb in the Webb Action.
- 2.5 Defendant denies the allegations currently in Brooks' Complaint, the allegations that were made in the Webb Action and those that will be contained in the Operative Complaint, denies any failure to comply with the laws identified this action, the Webb Action and/or that will be identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.6 Pursuant to Labor Code § 2699.3, subdivision (a), Plaintiffs gave timely written notice of their respective claims to Defendant and the LWDA by sending the PAGA Notices referenced in Paragraph 1.21 above and will provide timely written notice of the additional claims to be alleged in the Operative Complaint by providing the further PAGA Notice to the LWDA referenced in Paragraph 2.3, above.
- 2.7 The Parties, PAGA Counsel and Defense Counsel represent that they are aware of the following pending matters or actions that assert claims that will be extinguished or affected by the Settlement: *Ebony Shields v. The Key of California, LLC*, San Diego County Superior Court Case No. 37-2022-00038403 (filed September 22, 2022); *Sandra Skinner v. TheKey of California, LLC, et. al.*, Santa Clara County Superior Court Case No. 23CV409937 (filed January 13, 2023); *Sharonda Thornhill v. TheKey of California, LLC*, Contra Costa County Case No. C23-01662 (filed July 7, 2023); and *Leonora Duncan v. TheKey Management, LLC*, San Diego County Superior Court Case No. 24CU015201C (filed October 3, 2024). With the exception of the *Duncan* action in which it has not yet been served, Defendant previously filed a Notice of Related Cases in each action listing the other actions. Defendant will file a Notice of Related Cases in the *Duncan* action when it appears.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant promises to pay \$3,700,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court

in the Final Approval:

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 1/3 which is currently estimated to be \$1,233,333.33, and PAGA Counsel Litigation Expenses Payment of not more than \$65,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$29,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$29,950.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$2,361,716.67 to be paid from the Gross Settlement Amount, with 75% (\$1,771,287.50) allocated to the LWDA PAGA Payment and 25% (\$590,429.17) allocated to the Individual PAGA Payments.
- 3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$590,429.17) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.3.2 If the Court approves a PAGA Counsel Fee Payment, PAGA Counsel Litigation Expenses Payment, or Administration Expenses Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms
- 3.2.4 To Plaintiffs: PAGA Representative Service Payments of not more than \$10,000.00 (\$5,000.00 to each named Plaintiff) (in addition to any Individual PAGA Payment

the PAGA Representatives are entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiffs' request for PAGA Representative Service Payments that do not exceed this amount. As part of the Motion or Application for Approval of Settlement, Plaintiffs will seek Court approval for any PAGA Representative Service Payments no later than 16 court days prior to the Motion hearing. If the Court approves PAGA Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a pre-mediation review of its records, Defendant estimated there were a total of 605,000 pay periods worked by Aggrieved Employees through February 11, 2024.
- 4.2 Aggrieved Employee Data. Within 10 business days of the Court issuing an Order and Judgment approving this Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. If, prior to the distribution of the Individual PAGA Payments, Defendant discovers that the Aggrieved Employee Data omitted employee identifying information, Defendant shall notify PAGA Counsel of the omission and provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 65 days after the Court enters an Order and Judgment approving the PAGA settlement (assuming no objections or appeals are filed) or by March 14, 2025, whichever is later. If an objection or appeal is filed, Defendant shall not be required to pay the Gross Settlement Amount unless or until there is a final, unappealable Order and Judgment approving this Settlement.
- 4.4 Payments from the Gross Settlement Amount. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and PAGA Representative Service Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Representative Service Payments shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send

them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of 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.”

- 5.2 Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from from all PAGA claims that are based on the Labor Code violations pled in the Operative Complaint or Plaintiffs’ PAGA Notices (including the yet to be filed supplemental PAGA Notice described in Paragraph 2.3, above), or which could have been pled in the Operative Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this Settlement, only PAGA claims. Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release.
- 5.3 Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.
- 6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code § 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall identify any other pending matter or action of which they are aware that asserts claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement as soon as practicable after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Preliminary

Approval to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 8. AGGRIEVED EMPLOYEE SIZE ESTIMATES.** According to the data produced by Defendant for mediation, the Aggrieved Employees worked 605,000 pay periods through February 11, 2024. Should the actual number of pay periods worked by Aggrieved Employees during the PAGA Period be more than 10% greater than this figure (i.e., if there are 665,501 or more pay periods), the PAGA Period will be automatically shortened to the date upon which there are 665,500 pay periods.

- 9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and PAGA Representative Service Payments, the Parties, their respective counsel waive all rights to appeal from the Judgment, including

all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be

relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. The Parties and their attorneys will keep this Settlement confidential through the date a motion for approval of the Settlement is filed with the Court. Thereafter, the Parties will make no comments to the media or otherwise publicize the terms of the Settlement. As a sole exception to the foregoing, before the motion for approval of the Settlement is filed with the Court, counsel for Defendant may disclose the fact of the Settlement and whatever terms of this Agreement she chooses to counsel for one or more plaintiffs in the related actions listed in Paragraph 2.7, above. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code § 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third

business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90265
fschmidt@haineslawgroup.com

Douglas Han of Justice Law Corporation
751 N Fair Oaks Ave # 101, Pasadena, CA 91103
doug@justicelawcorp.com

To Defendant: Marlene S. Muraco of Littler Mendelson P.C.
50 West San Fernando Street, 7th Floor, San Jose, CA 95113
mmuraco@littler.com

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation, which has been stayed pending the arbitration of Plaintiff Brook's individual PAGA claim, shall remain stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure § 583.330 the Parties further agree that upon the signing of this Agreement, the date to bring this case to trial under Code of Civil Procedure § 583.310 shall be extended for the entire period of this settlement process.
- 10.18 Enforcement Action. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DATED: 12-Feb-2025

TheKey of California, LLC f/k/a Home Care
Assistance of California, LLC

By: Nina Kani

Name: Nina Kani

Title: Chief Legal Officer

DATED: Jan 09, 2025

Plaintiff Tamiko Brooks

By: Tamiko Brooks (Jan 9, 2025 10:01 PST)
Plaintiff and PAGA Representative

DATED:

Plaintiff Alyssa Webb

By: _____
Plaintiff and PAGA Representative

DATED:

Littler Mendelson P.C.

By: _____
Marlene S. Muraco
Attorneys for Defendant

DATED: Jan 09, 2025

Haines Law Group, APC

By: AR
Andrew J. Rowbotham
Attorneys for Plaintiff Tamiko Brooks

DATED:

Justice Law Corporation

By: _____
Douglas Han
Attorneys for Plaintiff Alyssa Webb

DATED:

TheKey of California, LLC f/k/a Home Care
Assistance of California, LLC

By: _____

Name: _____

Title: _____

DATED: Jan 09, 2025

Plaintiff Tamiko Brooks

By:  _____
Tamiko Brooks (Jan 9, 2025 12:01 PST)
Plaintiff and PAGA Representative

DATED: 02/04/2025

Plaintiff Alyssa Webb

By:  _____
Plaintiff and PAGA Representative

DATED:

Littler Mendelson P.C.

By: _____
Marlene S. Muraco
Attorneys for Defendant

DATED: Jan 09, 2025

Haines Law Group, APC

By:  _____
Andrew J. Rowbotham
Attorneys for Plaintiff Tamiko Brooks

DATED: February 5, 2025

Justice Law Corporation

By:  _____
Douglas Han
Attorneys for Plaintiff Alyssa Webb

DATED:

TheKey of California, LLC f/k/a Home Care Assistance of California, LLC

By: _____

Name: _____

Title: _____

DATED: Jan 09, 2025

Plaintiff Tamiko Brooks

By:  _____
Tamiko Brooks (Jan 9, 2025 10:00 PST)
Plaintiff and PAGA Representative

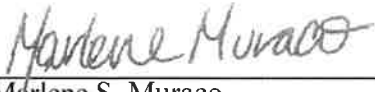
DATED:

Plaintiff Alyssa Webb

By: _____
Plaintiff and PAGA Representative

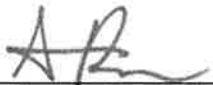
DATED: February 13, 2025

Littler Mendelson P.C.

By:  _____
Marlene S. Muraco
Attorneys for Defendant

DATED: Jan 09, 2025

Haines Law Group, APC

By:  _____
Andrew J. Rowbotham
Attorneys for Plaintiff Tamiko Brooks

DATED:

Justice Law Corporation

By: _____
Douglas Han
Attorneys for Plaintiff Alyssa Webb