

SETTLEMENT AGREEMENT FOR CLASS AND REPRESENTATIVE ACTION

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Stev Betancourt and Shalisa Loomis (“Plaintiffs”) and Defendants Onoria Healthcare Provider, Inc. and Sante Home Health, Inc. (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

I. DEFINITIONS

1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Shalisa Loomis v. Onoria Healthcare Provider, Inc., et al., San Bernardino County Superior Court Case No. CIVSB22214857*, filed on July 12, 2022, pending in the Superior Court of the State of California, County of San Bernardino (“Court”).

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 Preliminary Approval of the Settlement.

1.4. “Class” means all current and former non-exempt employees who are or were employed by Defendant(s) in California at any time during the Class Period.

1.5. “Class Counsel” means:

Suren N. Weerasuriya
Diana Gonzalez
GONZALEZ WEERASURIYA, APC
206 W. 4th Street, Suite 340
Santa Ana California 92701
Telephone: (714) 367-6944
Facsimile: (760) 269-8971

1.6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reasonable attorneys’ fees, subject to Court approval and in an amount that is not more than thirty-three percent of the Gross Settlement Fund, and expenses, in an amount that is supported by declaration and not more than \$40,000.00, respectively, incurred to prosecute the Action.

1.7. “Class Data” means Class Member identifying information in Defendant’s possession consisting of the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks.

1.8. “Class Member” means a member of the Class, as either a Participating Class Member or a Non-Participating Class Member.

1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.

1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from August 27, 2017, to February 14, 2025.

1.12. “Class Representative” means Plaintiff Shalisa Loomis, who is named in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.13. “Class Representative Enhancement Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.14. “Defense Counsel” means

Kyle D. Kring
Kerri N. Kramer
KRING & ASSOCIATES, APC
38 Corporate Park
Irvine, California 92606-5105
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1.15. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters Judgment; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.16. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.17. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.18. “Gross Settlement Amount” means \$250,000.00, which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Enhancement Payment, the PAGA Representative Enhancement Payment, the PAGA Settlement Amount, and the Administration Expenses Payment.

1.19. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period and after reduction for the employee share of taxes and withholdings with respect to the portion of the share that is allocated toward wages.

1.20. “Individual PAGA Payment” means each PAGA Group Member’s *pro rata* share of the PAGA Settlement Amount calculated according to the number of Pay Periods, if any, worked during the PAGA Period.

1.21. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.22. “LWDA” means the State of California Labor and Workforce Development Agency.

1.23. “LWDA Payment” means 75% of the PAGA Settlement Amount (as defined below), which subject to Court approval, will be paid to the LWDA pursuant to Paragraph 3.2.5 of this Agreement, as provided for below.

1.24. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Enhancement Payment, PAGA Representative Enhancement Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Settlement Amount, and the Administration Expenses Payment.

1.25. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.26. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 et seq. as it existed at the time the PAGA Representative filed his first notice thereunder with the LWDA.

1.27. “PAGA Representative” means Plaintiff Stev Betancourt, who is named in the operative complaint in the Action seeking Court approval to serve as a PAGA Representative.

1.28. “PAGA Representative Enhancement Payment” means the payment to the PAGA Representative for initiating the PAGA claims in the Action and providing services in support of the Action.

1.29. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Fifteen Thousand Dollars (\$15,000), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining 25% will be distributed to PAGA Group Members.

1.30. “PAGA Group Members” means all current and former non-exempt employees who are or were employed by Defendant(s) in California at any time between July 26, 2020, through February 14, 2025 (“PAGA Period”).

1.31. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.32. “Pay Period” means any pay period during which a PAGA Group Member worked for either Defendant for at least one day as a non-exempt employee in California, during the PAGA Period.

1.33. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.34. “Released Parties” means Defendants, their predecessors, successors, assigns, parent, subsidiaries, and affiliates, and all of their respective former and present directors, officers, shareholders, owners (direct or indirect), general partners, limited partners, representatives, members, attorneys, and insurers.

1.35. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.36. “Response Deadline” means 45 calendar days after the Administrator mails the Class Notices to Class Members and shall be the last date on which Class Members may: (a) submit

Requests for Exclusion from the Settlement, or (b) submit Objections to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline.

1.37. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.38. “Workweek” means any week during which a Class Member worked for either Defendant for at least one day as a non-exempt employee in California, during the Class Period.

II. RECITALS

2.1. On July 12, 2022, Plaintiff Shalisa Loomis commenced this Action by filing a Complaint alleging causes of action against Defendants for failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit and authorize rest breaks; failure to reimburse necessary business expenses; failure to issue accurate wage statements; failure to pay all wages due upon the separation of employment; and violations of the Business and Professions Code section 17200, *et seq.* Plaintiffs then filed a First Amended Complaint alleging violations of PAGA based on the same allegations in the Complaint. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny all liability for the causes of action alleged. Defendants further contend that their policies, procedures, and practices relating to the claims alleged or that could have been alleged, were always compliant and lawful.

2.2. On January 14, 2025, the Parties participated in an all-day mediation presided over by Sonya D. Goodwin, which led to this Agreement to settle the Action.

2.3. Before mediation, Plaintiffs obtained, through formal and informal discovery and following meet and confer discussions between the Parties’ counsel, time-punch and pay records from Plaintiffs and Class Members; data points related to Plaintiffs’ and Class Members’ employment for purposes of calculating estimated damages; and Defendants’ relevant written policies. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

2.4. The Court has not granted class certification.

III. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$250,000 as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Plaintiffs: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member); and the PAGA Representative Service Payment to the PAGA Representative of not more than \$5,000 (in addition to any Individual PAGA Payment the PAGA Representative is entitled to receive as a PAGA Group Member). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment and a PAGA Representative Service Payment that do not exceed these amounts. As part of the Motion for Final Approval, Class Counsel Fees Payment, and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payment and PAGA Representative Service Payment prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment and/or PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will issue Plaintiffs IRS Form 1099s reflecting payments of the Class Representative Service Payment and PAGA Representative Service Payment. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment and PAGA Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33% of the Gross Settlement Amount, which is currently estimated to be Eighty-Two Thousand

Five Hundred Dollars (\$82,500.00), and a Class Counsel Litigation Expenses Payment of not more than Forty Thousand Dollars (\$40,000.00). Defendants will not oppose requests for these payments provided that the requests are supported by appropriate declaration(s) and do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will issue IRS 1099 Forms as required by law reflecting the Class Counsel Fees Payment and Class Counsel Expenses Payment. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$10,000.00, except upon a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty (20%) of each Participating Class Member's Individual Class Payment will be allocated to wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to penalties and interest (the "Non-Wage Portions"). The Non-Wage Portions are not subject to withholdings and will be reported on IRS 1099 Forms. Participating Class

Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Non-Participating Class Members Not Eligible For Individual Class Payments. Plaintiff Stev Betancourt and other Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and PAGA Group Members. In consideration of claims made under PAGA, Class Counsel will request that the Court approve the allocation of Fifteen Thousand Dollars (\$15,000) of the Gross Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid by Administrator to the LWDA (“LWDA Payment”), and twenty-five percent (25%) will be distributed to PAGA Group Members. Defendants will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount. The Court’s adjustment, if any, of the amount allocated to PAGA Settlement Amount will not invalidate this Agreement. Each Individual PAGA Payment shall be calculated by (a) dividing the 25% portion of the PAGA Payment available for distribution to PAGA Group Members by the total number of Pay Periods worked by all PAGA Group Members and (b) multiplying the result by each PAGA Group Member’s Pay Periods worked.

IV. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Data. Not later than 30 calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to promptly notify Class Counsel and the Administrator if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator as follows: (1) a payment of One-Hundred and Fifty Thousand Dollars (\$150,000.00) within thirty (30) days of the Effective Date or July 31, 2025, whichever date is later; (2) a second payment of Fifty Thousand Dollars (\$50,000.00) within four (4) months of the first payment being due; and (3) a final payment of Fifty-Thousand Dollars (\$50,000.00) within four (4) months of the second payment being due. Defendants will timely pay their portion of the payroll taxes to tax authorities separately and in addition to the Gross Settlement Amount.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the first payment of One-Hundred and Fifty Thousand Dollars (\$150,000.00) of Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all payments to PAGA Group Members, and the LWDA Payment. Within seven (7) days after Defendants fund the second payment of Fifty Thousand Dollars (\$50,000.00) of Gross Settlement Amount, the Administrator will mail checks for the remainder of the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the PAGA Representative Service Payment. Within seven (7) days after Defendants fund the third payment of Fifty Thousand Dollars (\$50,000.00) of Gross Settlement Amount, the Administrator will mail checks for the remainder of the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede the disbursement of Individual Class Payments.

4.3.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments send them to the Participating Class Members and PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (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.

4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within five (5) business 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 Class Member Address Search, if such address is different from the address to which delivery was first attempted. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, as requested by the Class Member before the void date. No Party, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Administrator.

4.3.3. For any Class Member whose Individual Class Payment and/or Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the Los Angeles Trial Lawyers Charities in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.3.4. The payment of any amount under this Agreement, including Individual Class Payments and/or Individual PAGA Payments, shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4. Default on Payment. Defendants' failure to timely fund the applicable installment of the Gross Settlement Amount shall be considered a default. In the event Defendants fail to timely fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defendants' counsel within three (3) business days of the missed payment. Thereafter, Defendants will have seven (7) days to cure the default and tender payment to the Settlement Administrator. In the event Defendants fail to cure the default within the times set forth herein, Plaintiffs may elect to seek an order entering judgment against Defendants via regularly noticed motion, for the balance of the due but unpaid Gross Settlement Amount to date, and

Plaintiffs will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

V. RELEASES OF CLAIMS

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs, Class Members, PAGA Group Members, and Class 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, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint (or ascertained during the Action and released under 5.2, below) ("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. Plaintiffs acknowledge that they 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 California 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 Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, without limitation, all individual and class claims for violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7,

510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802. Participating Class Members do not release any other claims by way of this Agreement.

5.3. Release by PAGA Group Members. The State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiffs' notice(s) sent to the LWDA and/or alleged in the Operative Complaint, including for violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, 2800, and 2802, which arose during the PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

5.4. Release by Class Counsel. Class Counsel releases, on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for fees and/or expenses incurred in connection with the Action.

VI. MOTION FOR PRELIMINARY APPROVAL

Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current orders or guidelines, if any, for Preliminary Approvals.

6.1. Defendants' Declaration in Support of Preliminary Approval. Within fourteen (14) business days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defendants shall also provide the necessary financial documents to support the payment plan for the Gross Settlement Amount, including (a) profit and loss statements for 2022, 2023, and 2024; (b) appropriate tax earning summaries for 2022, 2023, and 2024; and (c) a declaration from Defendants' appropriate authorized agent authenticating the records listed in subsections (a) and (b) immediately above, and testifying to the accuracy and veracity of these same records. If the Court determines that any such records must be filed, Plaintiffs shall seek to file any such records under seal.

6.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of

the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; agreement to comply with this Agreements and any related Orders of the Court; competency; operative procedures for protecting the security of Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; and (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel shall identify any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.4. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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 determine whether they can reach an Agreement to modify the Agreement and/or otherwise satisfy the Court’s concerns.

VII. 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, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement or otherwise reasonably necessary to effectuate the Settlement 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 applicable payroll tax withholdings and providing reports to 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 section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 10 business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than five (5) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the forty-five (45) days otherwise provided in the Class

Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion. A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid solely because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if it is timely submitted, signed by the Class Member, and the Administrator can reasonably ascertain the identity of the person as a specific Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determinations of validity and authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.6. Challenges to Calculation of Workweeks. A Class Member may challenge the number of Class Workweeks allocated to the Class Member in the Class Notice by communicating with the Administrator via fax, email, or mail by the Response Deadline. The Administrator must

encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks to Defense Counsel and Class Counsel (with any personally identifying information other than the Class Member's name redacted); along with copies of the Administrator's determination of the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline.

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. 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.

7.8.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails about the Settlement and/or Class Notice.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 business days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other

identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.5. Administrator’s Declaration. Not later than 10 business days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the Exclusion list. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

VIII. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

8. Based on their records, Defendants estimated that, as of January 14, 2025, (1) there were 254 Class Members and 9,493 Total Workweeks during the Class Period. If either (i) the actual number of Class Members exceeds 254 by more than seventeen and one-half percent (17.5%); or (ii) the total number of Workweeks exceeds 9,493 weeks by more than seventeen and one-half percent (17.5%), then the Gross Settlement Amount will increase pro rata based on either (i) the number of additional Class Members (beyond the 17.5% threshold), whichever is greater.

IX. DEFENDANTS' RIGHT TO WITHDRAW

9. If the valid Requests for Exclusion identified in the Exclusion List represent either (1) 17.5% or greater of the total number of all Class Members or (2) Class Members who together worked 17.5% or greater of the total Workweeks, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void, have no force or effect whatsoever, and that no Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses actually and provably incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than fifteen (15) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

X. MOTION FOR FINAL APPROVAL

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) calendar days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns, including by determining whether they can agree to any revisions to the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Representative Enhancement Payment, the PAGA Settlement Amount, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. 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.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector 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 or due date for payment of any portion of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to determine whether they can reach an agreement that would address the appellate court's concerns and obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after

remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, the PAGA Representative Enhancement Award or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

XI. AMENDED JUDGMENT

11. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

XII. ADDITIONAL PROVISIONS

12.1. No Admission of Liability, Class Certification, 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment are appropriate for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' 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 or arbitration (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party

agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

12.4. 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 or prior written representations, warranties, covenants, or inducements made to or by any Party.

12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, 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.

12.6. 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 where such modification do not affect the material terms of the Settlement, 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.

12.7. 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.

12.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants 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.

12.9. 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.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. 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.

12.12. 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.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants (including indirectly through the Administrator) in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants (including indirectly through the Administrator) unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. 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.

12.16. 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 or state legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. 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:

Suren N. Weerasuriya
Diana Gonzalez
GONZALEZ WEERASURIYA, APC
206 W. 4th Street, Suite 340
Santa Ana California 92701
Telephone: (714) 367-6944
Facsimile: (760) 269-8971

To Defendants:

Kyle D. Kring
Kerri N. Kramer
KRING & ASSOCIATES, APC
38 Corporate Park
Irvine, California 92606-5105
Telephone: (949) 393-1400
Email: kkring@kringandassociates.com; kkramer@kringandassociates.com
Electronic service: eserve@kringandassociates.com

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or by 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 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.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: 02 / 25 / 2025



Plaintiff, Shalisa Loomis

Dated: 02 / 26 / 2025



Plaintiff, Stev Betancourt

Dated: 02 / 27 / 2025



Class Counsel,
Suren N. Weerasuriya

Dated: _____

Defendant,
Onoria Healthcare Provider, Inc.

Dated: _____

Defendant,
Sante Home Health, Inc.

KRING & ASSOCIATES, APC

Dated: _____

Defense Counsel,
Kerri N. Kramer

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

EXECUTION BY PARTIES AND COUNSEL

The Parties hereby execute this Agreement.

Dated: _____

Plaintiff, Shalisa Loomis

Dated: _____

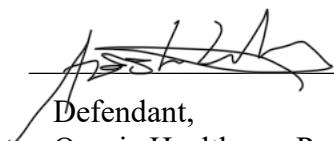
Plaintiff, Stev Betancourt

GONZALEZ WEERASURIYA, APC

Dated: _____

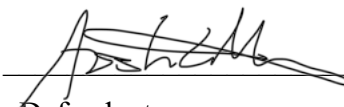
Class Counsel,
Suren N. Weerasuriya

Dated: 3/3/2025



Defendant,
Onoria Healthcare Provider, Inc.

Dated: 3/3/2025



Defendant,
Sante Home Health, Inc.

KRING & ASSOCIATES, APC

Dated: 3/4/2025



Defense Counsel,
Kerri N. Kramer

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE
FOR FINAL COURT APPROVAL

Shalisa Loomis, et al. v. Onoria Healthcare Provider, Inc., et al.,
San Bernardino County Superior Court Case No. CIVSB22214857
Filed on July 12, 2022

THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA AUTHORIZED THIS NOTICE. READ IT CAREFULLY! IT'S NOT JUNK MAIL, SPAM, AN ADVERTISEMENT, OR SOLICITATION BY A LAWYER. YOU ARE NOT BEING SUED.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Onoria Healthcare Provider, Inc. ("Onoria") and Sante Home Health, Inc. ("Sante") (collectively, "Defendants") for alleged, disputed wage and hour violations. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it.

The Action was filed by Defendants' former employees Stev Betancourt and Shalisa Loomis ("Plaintiffs") and seeks payment of back wages and other relief for a class of non-exempt employees ("Class Members") who worked for Defendant(s) during the Class Period (from August 27, 2017, to February 14, 2025). Defendants have at all times denied the claims and no violations have been found by the Court. Instead, the Parties agreed to settle to end the litigation.

Based on Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding). Your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount(s) you may receive likely will be different and will depend on a number of factors. These estimates are based on Defendants' records showing that you worked [REDACTED] workweeks during the Class Period and [REDACTED] pay periods during the PAGA Period (July 26, 2020 through February 14, 2025). If you believe that you worked more work weeks or pay periods during these periods, you can submit a challenge by the deadline date. See Section 4 of this Notice for details.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and PAGA Group Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have a number of options under the Settlement, which are outlined in this table and discussed further in this Notice:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You should be aware that Opting Out of the Settlement does not return any money to Defendants.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision on whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class and PAGA Group Members. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and PAGA Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with one or both of these numbers, you must challenge them by [REDACTED]. See Section 4 of this Notice.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants who alleged that Defendants violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and

reimbursements owed for necessary business expenses; and by failing to provide meal periods, rest breaks, and accurate itemized wage statements. Plaintiffs are represented by attorneys in the Action: Gonzalez Weerasuriya, APC (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful.

By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. **By agreeing to settle, Defendants do not admit any violations or wrongdoing or concede the merit of any claims.** They simply determined that settling the case now was the best way to end the litigation and return their time, resources, and attention to their respective businesses.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE MOST IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants will pay \$250,000,000 as the Gross Settlement. Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Payment, PAGA Representative Enhancement Payment, Class Counsel’s attorney’s fees and expenses, the LWDA Payment, and the Administrator’s expenses. Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement in three steps as follows: (1) a payment of One-Hundred and Fifty Thousand Dollars (\$150,000.00) within thirty (30) days of the Final Approval, or July 31, 2025, whichever date is later; (2) a second payment of Fifty Thousand Dollars (\$50,000.00) within four (4) months of the first payment being due; and (3) a final payment of Fifty-Thousand Dollars (\$50,000.00) within four (4) months of the second payment being due.

The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. Up to \$82,500.00 (33% of the Gross Settlement) to Class Counsel for attorney's fees and up to \$40,000 to Class Counsel for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
- b. Up to \$10,000 as a Class Representative Enhancement Payment to Plaintiff Loomis, and up to \$5,000 as a PAGA Representative Enhancement Pay to Plaintiff Betancourt for filing the Action, working with Class Counsel, and representing the Class and PAGA employees. A Class Representative Enhancement Payment will be the only monies Plaintiff Loomis will receive from the Settlement other than her Individual Class Payment and any Individual PAGA Payment. A PAGA Representative Enhancement Payment will be the only monies Plaintiff Betancourt will receive from the Settlement other than any Individual PAGA Payment.
- c. Up to \$10,000 to the Administrator for services administering the Settlement.
- d. Up to \$15,000 allocated to the settlement of PAGA claims, 75% of which will be distributed to the LWDA and 25% of which will be distributed to PAGA Group Members.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. Neither are their attorneys or the Administrator. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be donated to charity. You will not be able to get the money back. Please make a plan to timely cash your check(s) so this doesn't happen.
- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt out. The easiest

way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a clear statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights, if any, to personally pursue wage and hour claims against Defendants. Non-Participating Class Members who are also PAGA Group Members will still be bound by the PAGA portion of the Settlement and may still receive a PAGA Individual Payment. This does not mean that your attempt to be excluded from the Class Settlement was ineffective.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void. Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you validly excluded yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts, as alleged in the Action, and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release “Released Parties” (defined as Defendants “and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates”) from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, *e.g.*, all individual and class claims for violations of Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802. Participating Class Members do not release any other claims by way of this Agreement.

In addition, if the Court grants final approval of the Settlement and you are a PAGA Group Member, you will be deemed to have released the Released Parties from all PAGA claims even if you are a Non-Participating Class Member. The State of California and PAGA Group Members release the Released Parties from all claims exhausted in Plaintiffs’ notice(s) sent to the LWDA and/or alleged in the Operative Complaint, including for violations of Labor Code sections 201-

204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, which arose during the PAGA Period (from October 14, 2020, through January 14, 2025), regardless of whether PAGA Group Members opt out of the Class Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% portion of the PAGA Payment available for distribution to PAGA Group Employees by the total number of Pay Periods worked by all PAGA Group Employees and (b) multiplying the result by each PAGA Group Employees' Pay Periods worked.
3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Notice. **You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods.** You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final; you can't appeal or otherwise challenge it.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out) and every PAGA Group Member.

Your check will be sent to the same address as this Notice. **If this address is not correct or you change your address before receiving a check, be sure to notify the Administrator as soon as possible.** Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a clear statement that you do not want to participate in the Settlement. Be sure to personally sign your request, identify the Action as *Shalisa Loomis, et al. v. Onoria Healthcare Provider, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes).

You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see the full details of what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff Loomis is requesting as a Class Representative Enhancement Award and (iii) the amount Plaintiff Betancourt is requesting as a PAGA Representative Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Enhancement Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Shalisa Loomis, et al. v. Onoria Healthcare Provider, Inc., et al.* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department S26 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415.

At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before deciding.

You can attend (or hire a lawyer to attend) either personally or virtually via Zoom a <https://www.zoomgov.com/my/dept.s26>. Please check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. To read the Agreement, the Judgment, or any other Settlement documents, telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://cap.sb-court.org/> and entering the Case Number for the Action, Case No. CIVSB22214857.

You can also make an appointment to personally review court documents in the Clerk's Office at the San Bernardino Justice Center by calling (909) 521-3519.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Settlement Administrator:

Address _____

Phone: (***) ***-****

Facsimile: (***) ***-****

Class Counsel:

Suren N. Weerasuriya

Diana Gonzalez

GONZALEZ WEERASURIYA, APC

206 W. 4th Street, Suite 340

Santa Ana, California 92701

Telephone: (714) 406-2048

suren@gwlawapc.com

diana@gwlawapc.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.