

AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Rose Chingofor (“Plaintiff”) on behalf of herself and on behalf of others similarly situated, and Defendant Attentive Home Care, Inc. (“Defendant”) pursuant to Section i, on page 14 of the Settlement Agreement and Release entered into on or around October 24, 2022 (“Settlement Agreement”), hereby agree to amend and supplant the Settlement Agreement, as stated herein. The amendments stated herein are incorporated by this reference:

A. Section II.B.1 of the Settlement Agreement is hereby amended to state as follows:

The Parties agree that for purposes of this settlement, the NSA to be distributed to Class Members shall be attributed as follows: 33.33% as wages and 66.67% as penalties and interest. The portions paid as penalties and interest shall be reported via an IRS 1099 form, and portions attributed to wages shall be paid via an IRS form W-2. The Class Members are responsible for their share of the payroll taxes, which shall be deducted from their individual settlement payments. Defendant is responsible for the employer payroll taxes, and these taxes will not be deducted from the NSA. Payments to the PAGA Settlement Group from the PAGA Settlement Amount will be attributed 100% to penalties and reported via an IRS 1099 form.

B. Section II.B.2.c of the Settlement Agreement is hereby amended to state as follows:

In order for any Class Member to validly exclude himself or herself from the Class and this Resolution (i.e., to validly opt out), a written request for exclusion (“Request to be Excluded”) must be signed by the Class Member or his or her authorized representative and must be sent to the Settlement Administrator, postmarked by no later than the Response Deadline, or if applicable the Extended Response Deadline. Class Members may also submit a completed and signed Exclusion Form. The Notice of Proposed Class Action Resolution shall contain instructions on how to opt out as well as an Exclusion Form. Members of the PAGA Settlement Group cannot exclude themselves or opt out of the PAGA portion of the Settlement and will remain a PAGA Settlement Group member even if they exclude themselves from the Class.

C. Section II.B.b.4 of the Settlement Agreement is hereby amended to state as follows:

For each Class Member, the Workweek Dispute Form will identify the number of Qualified Workweeks that she/he was employed and inform the employee of his or her right to dispute this number by completing and returning the form within forty-five (45) days of the postmark date of the Notice (i.e., the Response Deadline). A Class Member's receipt of settlement proceeds is not conditional on the submission of the Workweek Dispute Form. Absent the receipt of a Workweek Dispute Form, the number of workweeks identified in the Workweek Dispute Form shall be determined to be accurate. The Settlement Administrator will work with the Parties to resolve any work week disputes. In the event that the Settlement Administrator and the Parties cannot resolve the work week dispute, the Court will decide.

D. Exhibit B of the Settlement Agreement (the "Notice of Proposed Settlement and Fairness Hearing") **will be replaced with the revised** Notice of Proposed Settlement and Fairness Hearing attached hereto as **Exhibit A**.

APPROVED AND ACCEPTED.

Rose Chingofor:

Signature

DocuSigned by:

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April 10, 2023

Date

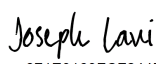
Attentive Home Care, Inc.

Signature

Date

APPROVED AS TO FORM:

Counsel for Plaintiff, Lavi & Ebrahimian, LLP:

DocuSigned by:

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Signature

April 10, 2023

Date

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D. Exhibit B of the Settlement Agreement (the "Notice of Proposed Settlement and Fairness Hearing") **will be replaced with the revised Notice of Proposed Settlement and Fairness Hearing** attached hereto as **Exhibit A**.

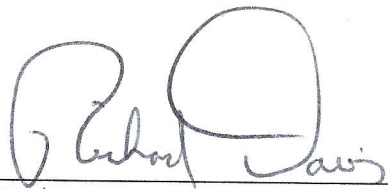
APPROVED AND ACCEPTED.

Rose Chingofor:

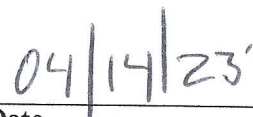
Signature

Date

Attentive Home Care, Inc.



Signature



Date

APPROVED AS TO FORM:

Counsel for Plaintiff, Lavi & Ebrahimian, LLP:

Signature

Date

Counsel for Defendant Attentive Home Care, Inc., Legally Nanny:

Robert E. Lutz 4/7/23
Signature Date

Counsel for Defendant Attentive Home Care, Inc., CDF Labor Law LLP:

JW April 7, 2023
Signature Date

Exhibit A

CHINGOFOR v. ATTENTIVE HOME CARE, INC.
Orange County Superior Court Case Number 30-2021-01220181-CU-OE-CXC
A court authorized this notice. This is not a solicitation. You are not being sued.

NOTICE OF PROPOSED SETTLEMENT AND FAIRNESS HEARING

If you were employed by Attentive Home Care, Inc. (“Defendant”) in the State of California as an hourly-paid or non-exempt employee during the period from September 8, 2017 to August 31, 2022, then you may get money from a class action settlement.

YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT	
<u>You may:</u>	<u>What will happen:</u>
Do nothing	You will get your settlement payment and give up the right to bring your own lawsuit for the Released Class Claims. See below.
Submit a workweeks dispute	A decision will be made regarding the number of workweeks based on the information in the evidence submitted. You will get your settlement payment and give up the right to bring your own lawsuit for the same claims. See below.
Request to be excluded from the settlement	You will not receive any payment. You will retain the right to file your own lawsuit for the same claims. See below. Even if you exclude yourself from the Class, if you are a member of the PAGA Settlement Group, you cannot exclude yourself from the Released PAGA Claims described below.
Object to the terms of the settlement	The court will consider your objection. If the court overrules your objection, you will still be bound by the terms of the settlement. See below.

I. What is the purpose of this notice?

The purpose of this notice is to let you know that there is a class action lawsuit pending in the Superior Court of California for the County of Orange, a proposed class settlement has been reached, and you may be a member of the class. This lawsuit was filed by a former employee of Defendant named Rose Chingofor (“Plaintiff”), Case Number 30-2021-01220181-CU-OE-CXC (“the Lawsuit”). The First Amended Class Action Complaint claims that Defendant allegedly failed to pay all wages including minimum wages, overtime wages, failed to provide meal periods, failed to provide rest periods, failed to provide reimbursement for business expenses, failed to provide accurate wage statements, failed to timely pay wages during employment, owes waiting time penalties, had unfair business practices, and owes penalties under the California Labor Code Private Attorneys’ General Act (Cal. Labor Code sections 2698 and 2699 “PAGA”). On [date of

preliminary approval], the Honorable Richard Sherman, Judge of the Orange County Superior Court, who is overseeing this class action, ordered that you be sent this Notice. The Court file contains the settlement documents with more information on the Lawsuit. You may access these documents creating an account with the Orange County Superior Court here: <https://www.occourts.org/online-services/case-access/>, selecting Civil Case Access, and entering Case Number 30-2021-01220181-CU-OE-CXC where prompted.

II. Why does Plaintiff seek settlement approval?

Plaintiff seeks approval of the settlement because she has reached a proposed settlement with Defendant that she believes to be fair, reasonable, and adequate and in the best interests of the members of the class and all parties that resolves the uncertainties in this case. Please note that the Court has only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate and any final determination of those issues will be made at the final hearing, and that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

III. What is Defendant's position on settlement?

Defendant denies that any of its practices at issue in this Lawsuit were or are unlawful and Defendant is not admitting to any allegations in the case. Defendant believes it would prevail at a trial of this case. Defendant views the settlement as a compromise, to which it has agreed in order to avoid the burden and expense of continued litigation.

IV. Why did I get this Notice?

You received this Notice because Defendant's records identify you as a member of the Class. You are a member of the Class and you may get money from the settlement if you worked for Defendant as an hourly-paid or non-exempt employee in the State California during the period from September 8, 2017 to August 31, 2022, (the "Class Period"). Specifically, the "Class Member" is defined as follows:

All current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the period from September 8, 2017 to August 31, 2022.

Class Members who also worked between September 8, 2020 through August 31, 2022 ("PAGA Period") will be deemed a member of the "PAGA Settlement Group" and will receive a share of the PAGA Settlement Amount.

V. Who are the parties in this class action?

This lawsuit was filed against Defendant. Rose Chingofor, a former hourly-paid, non-exempt employee of Defendant, is the Plaintiff who brought the action on behalf of herself and all similarly situated hourly non-exempt employees in the state of California, as described above. The parties are settling the Lawsuit.

VI. Who are the attorneys for the parties?

Counsel for Plaintiff and Class Counsel:

Joseph Lavi, Esq. (SBN 209776)
jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
vgranberry@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Counsel for Defendant:

CDF LABOR LAW LLP
Joel Van Parys, State Bar No. 227387
jvanparys@cdfsaborlaw.com
Dalia Z. Khatib, State Bar No. 323712
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900 University Avenue, Suite 200
Sacramento, CA 95825
Telephone: (916) 361-0991

LEGALLY NANNY®
Robert E. King, State Bar No. 198325
info@legallynanny.com
37 Trailwood
Irvine, CA 92620-1216
Telephone: (714) 336-8864

VII. What is the proposed settlement?

Defendant has agreed to pay a settlement amount of up to Two Hundred Thousand Dollars (\$200,000) ("Settlement Amount"). The following will be deducted from the Settlement Amount to yield the "Net Settlement Amount": (i) Class Counsel's fees in an amount not to exceed \$66,000.00, which is approximately 33% of the Settlement Amount, (ii) Settlement Administrator's costs of administration in the amount of approximately \$10,000.00 ("Administration Costs"), (iii) Plaintiff's incentive award not to exceed \$10,000.00 ("Enhancement Award"), (iv) Class Counsel's costs not to exceed \$20,000.00, and (v) \$20,000.00 as the penalties portion of the Settlement Amount as the PAGA Settlement Amount, 75% of which, or \$15,000.00, will be paid to the California Labor and Workforce Development Agency ("LWDA"), the remaining 25% of the PAGA Settlement Amount, or \$5,000.00, will be paid to the members of the PAGA Settlement Group.

The following is a summary of the settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement and Release Agreement between Plaintiff and Defendant ("Settlement Agreement"), a copy of which was filed on December 13, 2022 and attached as Exhibit 1 to the Declaration of Melissa A. Huether, as well as Amendment No. 1 to the Settlement and Release Agreement, a copy of which was filed on April 21, 2023 and attached as Exhibit 1 to the Supplemental Declaration of Melissa A. Huether, both of which were filed with the Clerk of the Court. You may review the terms of the settlement by utilizing the online services section of the Orange County Superior Court website identified above.

Settlement Payment. Defendant has agreed to pay all Class Members who do not submit a written Request to be Excluded or Exclusion Form through the Settlement Administrator in accordance with the terms of the Settlement Agreement and all Aggrieved Employees, after Final Approval of the Settlement.

Defendant will be funding the Settlement Amount in two equal installments. The first installment within three months of the Court granting final approval and the second installment within a year of the first installment. This means you will not receive your settlement payment until after the second installment is made.

The Net Settlement Amount (“NSA”) will be available to pay each Class Member of the Settlement Class who does not request exclusion (“Settlement Class Member”). The lump sum payment to each member of the Settlement Class will be determined by dividing the NSA by the total number of Qualified Workweeks (“Qualified Workweek” means a calendar week during the Class Period in which the Class Member actually worked at least one day (as opposed to being on a leave or not on an assignment)) worked by all members of the Settlement Class during the Class Period (the “Weekly Amount”) and then multiplying the Weekly Amount by the number of Qualified Workweeks by the individual Class Member as determined by the Settlement Administrator. The lump sum payment to each member of the PAGA Settlement Group as defined above will be determined by dividing the individual portion of the PAGA Settlement payment by the total number of Qualified Workweeks worked by all members of the PAGA Settlement Group during the PAGA Period (the “PAGA Weekly Amount”) and then multiplying the PAGA Weekly Amount by the number of PAGA Qualified Workweeks by the individual PAGA Settlement Group member as determined by the Settlement Administrator.

The settlement payments paid to each Settlement Class Member will be allocated as follows: 33.33% will be attributed to wages and will be reported as such on an IRS Form W-2 from which payroll withholding taxes and contributions shall be taken; 66.67% will be attributed to interest and penalties and will be reported on an IRS Form 1099. The parties agree that all Settlement Class Members who receive any payment pursuant to the settlement will be responsible for any and all tax obligations associated with such receipt. All PAGA settlement payments paid to PAGA Settlement Group members will be allocated as one hundred percent (100%) penalties to be reported on a 1099 form. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

VIII. What are my rights with regard to this matter?

A. Option One: You May Do Nothing.

If you do not request exclusion from the Class, you will receive a settlement payment and PAGA settlement payment (if you are an PAGA Settlement Group member) based on the information contained below, you will be bound by the Settlement, and you will be barred from separately pursuing the claims released by the Settlement Agreement.

B. Option Two: Workweeks Dispute

If you believe the information below regarding your workweeks is incorrect, you may complete and submit the attached Workweeks Dispute Form and return it to the Settlement Administrator, [REDACTED], at the address provided below **post-marked to the number shown on the bottom of each page of this Notice, on or before <<<Response Deadline>>>**. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the Workweeks Dispute Form was timely submitted. The Settlement Administrator will

evaluate the information and document(s) you submit and, after reviewing the Company's records, the Settlement Administrator, will work to resolve the dispute with the Parties as to your correct number of workweeks. If the Settlement Administrator and the Parties are unable to resolve your dispute, the Court will decide the dispute.

C. Option Three: You May Exclude Yourself From the Settlement Agreement.

If you do not wish to participate in or be bound by the Settlement Agreement, you must submit to the Settlement Administrator a written signed statement expressing your desire to be excluded from the Settlement ("Request to be Excluded") or you may complete and submit the attached Exclusion Form and submit it to the Settlement Administrator as described on the Exclusion Form. Any such written statement shall include the name (and former names, if any), current address, telephone number and the last four (4) digits of Social Security number of the Class Member and state that you do not wish to participate in the Settlement and be postmarked by <<<Response Deadline>>> and returned to the Settlement Administrator at the specified address. Any Request for Exclusion will not be valid if it is not timely submitted. The date of the postmark on the return mailing envelope on the Request to be Excluded or Exclusion Form shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to submit a valid and timely written Request to be Excluded or Exclusion Form on or before <<< Response Deadline>>> will be bound by all terms of the Settlement Agreement and any final judgment entered in this Action if the Settlement Agreement is approved by the Court. Note that if you are an member of the PAGA Settlement Group, you will receive your PAGA settlement payment even if you request exclusion. You will however not receive a settlement payment and you will retain your right to sue for claims described in the Released Class Claims (described in Section X).

D. Option Four: You May Object to the Settlement.

If you are a Class Member and you do not exclude yourself, you may object to the Settlement before Final Approval of the Settlement by the Court. In order to object to the Settlement, or any portion of it, you must do so in writing, or orally at the Final Approval Hearing. If you wish to object to the Settlement in writing you must complete and submit a written objection which you or your attorney must sign, and which must include a written statement of the grounds of the objection, along with all supporting papers if any. You must send such written objection on or before <<<Response Deadline>>> to the Settlement Administrator. The date of the postmark on the return mailing envelope or fax stamp on objection shall be the exclusive means used to determine whether the objection was timely submitted.

If you do not submit an objection to the Settlement, you may still appear at the Final Approval Hearing and orally object to the Settlement.

Any Class Member who submits a Request for Exclusion will not have the right to object to the Settlement.

IX. How much money will I get if I do not submit a Request for Exclusion?

The estimated gross share you will receive under the settlement if you are a Settlement Class Member and/or PAGA Settlement Group member is described below. The actual amount you receive may be higher or lower than this amount.

Defendant has agreed to pay a Settlement Amount of up to \$200,000 to settle the Lawsuit. The amount you receive depends on your number of Qualified Workweeks. “Qualified Workweek” means a calendar week during the Class Period in which the Class Member actually worked at least one day (as opposed to being on a leave or not on an assignment) you worked during the Class Period for Defendant.

Under the terms of the class action settlement described above, you are entitled to receive a settlement payment in the approximate estimated amount of \$[MERGED_EstSettAmnt_CALC], minus all applicable payroll and tax deductions, after the Court approves the Settlement, and after it goes into effect.

You have been credited with [MERGED] Qualified Workweeks during the Class Period for purposes of calculating your settlement payment.

Based on your dates of employment with Defendant as an hourly non-exempt employee, you <<ARE>><<ARE NOT>> a member of the PAGA Settlement Group.

You have been credited with [MERGED] Qualified Workweeks during the PAGA Period for purposes of calculating your settlement payment.

You are entitled to receive a PAGA Settlement Payment in the estimated amount of \$[MERGED_EstSettAmnt_CALC].

You will have 180 days to cash your check. If you do not cash your check within 180 days, the funds from the uncashed checks funds shall be distributed to the California State Controller’s Office: Unclaimed Property in the name of the individual who did not cash their check.

X. What is the effect of the settlement on my rights?

Upon the Date of Final Approval and full funding of the Settlement Amount, Class Representative and all Class Members, except those who make a valid and timely request to be excluded from the Class, will release any and all claims and causes of action against Defendant and their franchisors, owners, officers, shareholders, partners, members, customers, agents and employees, and all related or affiliated entities (“Released Parties”), arising out of the facts and claims asserted in the Action, or any other claims or causes of action that could have reasonably been asserted in the Action, based upon the facts alleged, including but not limited to California Labor Code §§201-04, 226, 226.7, 510, 512, 1194, 1197, and 2802, and relevant sections of the applicable Wage Orders, and for failure to pay wages for all hours worked at minimum wage, failure to pay overtime wages for daily overtime worked, failure to authorize or permit meal periods, failure to authorize or permit rest periods, failure to indemnify employees for employment-based losses/expenses, failure to timely pay earned wages, failure to provide complete and accurate wage statements,

failure to timely pay all earned wages and final paychecks due at the time of separation, unfair business practices in violation of Business and Professions Code section 17200, *et seq.*, claims for civil penalties pursuant to the California Labor Code, and any comparable claims that were or could have been asserted based on the facts alleged in the Operative Complaint and asserted in the Action arising during the Class Period (“Released Class Claims”).

Upon the Date of Final Approval and full funding of the Settlement Amount, Plaintiff, the State of California, the LWDA, and the PAGA Settlement Group will release any and all claims against the Released Parties for civil penalties pursuant to PAGA under California Labor Code section 2698, *et seq.* based on the violations of the Labor Code alleged and asserted in Plaintiff’s September 8, 2021 LWDA Notice and as asserted in the Operative Complaint arising during the PAGA Period (“Released PAGA Claims”).

If the Settlement Agreement is not approved by the Court or does not become final for some other reason, then the litigation will continue.

XI. What is a “Class Representative Enhancement Award”?

In class actions such as this one, a court may provide the Class Representative a “class representative enhancement award” in recognition of the time, effort and risks the Class Representative took to prosecute the class action and the Class Representative’s execution of a general release of all claims. Plaintiff Chingofor will request that the Court approve a Class Representative Enhancement Award not to exceed \$10,000, which will be deducted from the Settlement Amount if approved by the Court.

XII. Why does the Labor Workforce Development Agency receive any money?

PAGA allows private citizens to step into the State’s shoes and recover civil penalties for alleged violations of California’s Labor Code. Seventy-five (75%) percent of any such recovery must be given to the State. In the present case, the Settlement provides that \$15,000 be paid to the State as its share of the penalties recovered in this case.

XIII. How much will the attorneys for Plaintiff get?

Plaintiff’s Attorneys and/or Plaintiff will seek approval from the Court for payment of attorneys’ fees in an amount up to 33.3% of the Settlement Amount or \$66,000, plus costs for reimbursement of litigation costs expended in prosecution of the action not to exceed \$20,000. These amounts, if approved by the Court, will be deducted from the Settlement Amount.

XIV. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue settlement checks, and otherwise administer the settlement. It is estimated that it will cost approximately \$10,000 for the Settlement Administrator to fully administer the settlement. The Court has approved CPT Group to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at the Company, or ask questions regarding the processing of settlement payments. **It is your responsibility to keep a**

current address on file with the Settlement Administrator to ensure receipt of your settlement payment. You may contact the Settlement Administrator at:

Chingofor v. Attentive Home Care, Inc. Settlement Administrator

c/o _____

FAX NUMBER: _____

EMAIL: _____

XV. When will the Court consider whether to finally approve the Settlement?

The Court will hold a Final Approval/Settlement Fairness Hearing in Department CX105 of the Orange County Superior Court, located at 700 Civic Center Drive West, Santa Ana, California 92701 on _____, to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Plaintiff's Attorneys' request for attorneys' fees and reimbursement of costs, Administration Costs, and the Class Representative Enhancement Award. The hearing may be postponed without further notice to the Class. If the Settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

Questions? You can contact the Settlement Administrator or Plaintiff's Attorneys at the numbers listed above.

DO NOT TELEPHONE THE COURT REGARDING THE SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.

CHINGOFOR v. ATTENTIVE HOME CARE, INC.
Orange County Superior Court Case Number 30-2021-01220181-CU-OE-CXC

EXCLUSION FORM

If you do not want to be part of the Settlement, you must submit this written request by mail to be excluded from the Settlement to the Settlement Administrator at *Chingofor v. Attentive Home Care, Inc.* Settlement, [address], [City], [State] [Zip], postmarked on or before **[Response Deadline]** at:

Chingofor v. Attentive Home Care, Inc. Settlement Administrator

c/o _____

FAX NUMBER: _____

EMAIL: _____

If you do not submit this Exclusion Form or a written Request to be Excluded, on or before [Response Deadline], you will be deemed a Settlement Class Member, you will receive a settlement payment, and you will be bound by the Class Release and release the Class Released Claims as described in the Notice and all other terms of the Settlement, whether favorable or not.

If you submit this Exclusion Form, you will retain the right to bring an individual claim, and you will not be entitled to any benefits as a result of the Settlement and Release Agreement and will not be entitled to or permitted to assert an objection to the Settlement. Note that even if you exclude yourself from the Class Release, you will remain a member of the PAGA Settlement Group (if you worked for Defendant as a Class Member between September 8, 2020 through August 31, 2022) and receive an PAGA settlement payment.

By submitting this form, you are stating: "I wish to exclude myself from the settlement reached in the matter of *Chingofor v. Attentive Home Care, Inc.* I understand the consequences of excluding myself and understand I will not receive a settlement payment but I will have the option to pursue legal action against Defendant."

In order to be valid, you must provide the following information and sign below:

Full name: _____

Address: _____

City, State, Zip Code: _____

Last four digits of your social security number or Employee ID: _____

Your Signature: _____

CHINGOFOR v. ATTENTIVE HOME CARE, INC.

Orange County Superior Court Case Number 30-2021-01220181-CU-OE-CXC

WORKWEEK DISPUTE FORM

You do NOT have to mail this form to get your settlement share.

TO CLASS MEMBER [MERGED_FirstName] [MERGED_LastName]:

TO RECEIVE MONEY FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE ANY ACTION.

1. You have received this Notice because you may be a Class Member in this Class Action. You are a Class Member if at any time during the period September 8, 2017 to August 31, 2022 you were employed as an hourly-paid or non-exempt employee at in the Statue of California at Attentive Home Care, Inc.
2. Under the terms of the class action settlement described above, you are entitled to receive a settlement payment in the approximate estimated amount of \$[MERGED_EstSettAmnt_CALC], minus all applicable payroll and tax deductions, after the Court approves the Settlement, and after it goes into effect.
3. You have been credited with [MERGED] Qualified Workweeks during the Class Period for purposes of calculating your settlement payment.
4. If you **DO NOT WANT TO DISPUTE** the amount of Qualified Workweeks being credited to you, **YOU SHOULD NOT RETURN THIS FORM AND DO NOT NEED TO TAKE ANY FURTHER ACTION TO BE ELIGIBLE FOR A SETTLEMENT PAYMENT.**
5. **YOU SHOULD ONLY COMPLETE THIS SECTION IF YOU WANT TO DISPUTE** the number of Qualified Workweeks. To file a dispute you must: (1) check the dispute box below and fully complete the chart that follows, including specifying the dates you were employed at Attentive Home Care, Inc. between September 8, 2017 and August 31, 2022 and providing documents to establish the dates of your employment at Attentive Home Care, Inc. between September 8, 2017 and August 31, 2022; (2) sign this form under penalty of perjury; and (3) mail the completed and signed form to the Settlement Administrator so that it is postmarked no later than [RESPONSE DEADLINE].

Defendant will review records to verify the information contained in the Class Member's file and payment records. Defendant's records will have a rebuttable presumption of correctness. After consultation with the Class Member, Class Counsel, and Defendant, the Settlement Administrator will make a determination that will be final and binding on the Class Member and Defendants and is not appealable. The Settlement Administrator will review all valid dispute forms and notify you of the results by written notice. Late or incomplete disputes, or

disputes that are mailed without a visible postmark date, will not be considered and your settlement payment will be based on the Qualified Workweeks listed above.

QUESTIONS?

CALL THE SETTLEMENT ADMINISTRATOR AT [REDACTED]

☐ I WANT TO DISPUTE the number of Qualified Workweeks credited to me under this Settlement and/or my employment status. I worked the following number of Qualified Workweeks:

	Qualified Workweeks worked at Attentive Home Care, Inc. between September 8, 2017 to August 31, 2022 (i.e., the Class Period)
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BY SIGNING BELOW, THAT I WORKED AS AN HOURLY-PAID OR NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE CLASS PERIOD.

Date Signature

Daytime Telephone Number Print Name

Last 4 digits of Social Security Number: ____ ____ ____ ____

UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF YOUR WORKWEEKS SPECIFIED ABOVE, YOU SHOULD NOT RETURN THIS FORM.