

CLASS ACTION SETTLEMENT AGREEMENT

David Menchaca v. Abode Services (Lead Class and PAGA Action) and Jessica Costilla v. Abode Services (Consolidated Class and PAGA Action)

CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This CLASS ACTION SETTLEMENT AGREEMENT (“Agreement”) is made by and between Plaintiffs DAVID MENCHACA (“Lead Plaintiff”) and JESSICA COSTILLA (“Consolidated Plaintiff”) (collectively, “Plaintiffs”) and Defendant ABODE SERVICES (“Abode”). The Agreement refers to Plaintiffs and Abode collectively as “Parties,” or individually as “Party.”

By mutual consent and express intent of the Parties, this CLASS ACTION SETTLEMENT AGREEMENT is fully integrated and supersedes all prior written and oral agreements between the parties.

1. DEFINITIONS.

- 1.1 “Abode” means named Defendant Abode Services and all its affiliates, subsidiaries, parent companies, predecessors-in-interest, and successors-in-interest.
- 1.2 “Action” means **both** Plaintiffs’ lawsuits alleging wage and hour violations against Abode including: (a) the “**Lead Action**” of *David Menchaca v. Abode Services* captioned Case No. 22CV009389 initiated on April 1, 2022, and pending in the Superior Court of the State of California, County of Alameda; and, (b) the “**Consolidated Action**” of *Jessica Costilla v. Abode Services* captioned Case No. 22CV014896 initiated on July 22, 2022 and ordered consolidated into the Lead Action on or about December 20, 2022. The complaints from both actions’ consolidated matters are attached hereto as **Exhibit A-1** and **Exhibit A-2**, respectively.
- 1.3 “Administrator” means Phoenix Settlement Administrators (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.4 “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.
- 1.5 “Aggrieved Employees” or “PAGA Employees” means all persons employed by Abode in California classified as non-exempt hourly employees who worked for Abode during the PAGA Period. As of the settlement date, Abode estimates there are approximately 1,140 PAGA Employees who collectively worked approximately 32,000 Pay Periods.
- 1.6 “Class” means all persons employed by Abode in California classified as non-exempt hourly employees who worked for Abode during the Class Period.
- 1.7 “Class Counsel” means counsel for Plaintiffs, who are:

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Samuel A. Wong, Esq.
Jessica L. Campbell, Esq.
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Graham B. LippSmith, Esq.
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- 1.8 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.9 “Class Data” means Class Member identifying information in Abode’s possession including the Class Member’s first and last names, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Period Pay Periods.
- 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member. As of the settlement date, Abode estimates there are approximately 1,553 Class Members who collectively worked a total of approximately 96,000 Workweeks.
- 1.11 “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.
- 1.12 “Class Notice” means the Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as **Exhibit B** and incorporated by reference into this Agreement.
- 1.13 “Class Period” means the period from October 5, 2017 through the earliest of (a) the date the court enters an order of preliminary approval of this settlement, (b) June 1, 2024, or (c) the date on which the number of workweeks in the Class Period totals 105,600.
- 1.14 “Class Representatives” means the named Lead Plaintiff and Consolidated Plaintiff in the operative complaints in the Action seeking Court approval to serve as Class Representatives.
- 1.15 “Class Representative Service Payment” means the payment to the Class Representatives for prosecuting the Action and providing services in support of the Action.
- 1.16 “Consolidated Action” means *Jessica Costilla v. Abode Services* captioned Case No. 22CV014896 initiated on July 22, 2022 and ordered consolidated with the Lead Action on or about December 20, 2022. The complaint from the Consolidated Action is attached hereto as **Exhibit A-2**.
- 1.17 “Consolidated Plaintiff” means and refers to Plaintiff Jessica Costilla from the Consolidated Action.

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1.18 “Court” means the Superior Court of California, County of Alameda.

1.19 “Defense Counsel” means counsel for Abode, who are:

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Roseville, CA 95661
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1.20 “Effective Date” means the date when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; 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.

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

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

1.23 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.24 “Gross Settlement Amount” means **One Million Three-Hundred Fifty-Thousand Dollars (\$1,350,000.00)** which is the total amount Abode agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, PAGA Payments to the LWDA and Aggrieved Employees, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.

1.25 “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.

1.26 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of the Individual PAGA Portion calculated according to the number of workweeks worked during the PAGA Period.

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- 1.27 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.28 “Lead Action” means *David Menchaca v. Abode Services* captioned Case No. 22CV009389 initiated on April 1, 2022, and pending in Superior Court of the State of California, County of Alameda. The operative complaint the Lead Action is attached hereto as **Exhibit A-1**.
- 1.29 “Lead Plaintiff” means and refers to Plaintiff David Menchaca from the Lead Action.
- 1.30 “LWDA Payment” means 75% of the Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated to the settlement of Released PAGA Claims, or Thirty Seven Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00), which will be paid to the Labor and Workforce Development Agency (“LWDA”) pursuant to Section IV(D)(8)(e) of this Settlement, subject to Court approval.
- 1.31 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, PAGA Payments to the LWDA and Aggrieved Employees, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.32 “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.
- 1.33 “PAGA Period” means the period from April 1, 2021 to the date of Preliminary Approval.
- 1.34 “PAGA Notice” means the letter filed with the California Labor & Workforce Development Agency on or about April 1, 2022.
- 1.35 “Pay Period” means and refers to the regular interval at which Abode’s employees are paid wages.
- 1.36 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37 “Plaintiffs” means David Menchaca and Jessica Costilla, the named Plaintiffs in the Lead Action and Consolidated Action.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Settlement.
- 1.40 “Released Class Claims” means the claims being released as described in Section 5.2 below.
- 1.41 “Released PAGA Claims” means any and all claims for civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), that are based on the facts alleged in the Lead Action and Consolidated Action and Plaintiffs’ PAGA Notices to the LWDA, arising during the PAGA Period only.

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- 1.42 “Released Parties” means: Abode and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.43 “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.
- 1.44 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45 “Settlement” means the disposition of the entire Lead Action and Consolidated Action effected by this Agreement and the Judgment.
- 1.46 “Workweek” means any week during which a Class Member worked for Abode for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On or about April 1, 2022, Lead Plaintiff David Menchaca commenced this Action by filing a complaint alleging causes of action against Abode for Failure to Provide Meal Periods, Failure to Provide Rest Periods, Failure to Pay Overtime Wages, Failure to Pay Minimum Wages, Failure to Maintain Required Records, Failure to Provide Accurate Wage Statements, Violation of Business and Professions Code Section 17200, and Waiting Time Penalties.
- 2.2 On or about June 22, 2022, Lead Plaintiff filed a First Amended Complaint, adding a cause of action for Enforcement of the Private Attorneys General Act.
- 2.3 On or about July 22, 2022, Consolidated Plaintiff Jessica Costilla filed a complaint alleging causes of action against Abode for Failure to Provide Meal Periods, Failure to Provide Rest Periods, Failure to Pay Overtime Wages, Failure to Pay Minimum Wages, Failure to Maintain Required Records, Failure to Provide Accurate Wage Statements, Violation of Business and Professions Code Section 17200, and Waiting Time Penalties.
- 2.4 On or about December 20, 2022, Judge Evelio Grillo consolidated the Lead Action of *David Menchaca v. Abode Services*, Case No. 22CV009389, filed April 1, 2022, and the Consolidated Action of *Jessica Costilla v. Abode Services*, Case No. 22CV014896. *Menchaca* became the Lead Action, with all pleadings ordered filed under Case No. 22CV009389.
- 2.5 On April 2, 2024, the Parties participated in an all-day mediation presided over by Steve Serratore, Esq. which led to this Agreement to settle the entire Action.
- 2.6 Prior to and during mediation, Plaintiffs obtained, through both formal and informal discovery, pertinent data and information regarding Abode and its employees’ practices related to and underlying the Released Class Claims and Released PAGA Claims.

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- 2.7 Class counsel's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.8 The Court has not yet granted class certification in this Action.
- 2.9 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Abode promises to pay **One Million Three-Hundred Fifty-Thousand Dollars (\$1,350,000.00)** as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Abode has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Abode.
- 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 Class Representatives: Class Representative Service Payments to the Class Representatives of not more than \$10,000.00 each (in addition to any Individual Class Payments and any Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members and PAGA Employees). Abode will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Lead Plaintiff and Consolidated Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Forms 1099. Lead Plaintiff and Consolidated Plaintiff assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$472,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$30,000.00. Abode will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to 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

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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 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. 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 Abode harmless, and indemnifies Abode, from any dispute or controversy regarding any division or sharing of any of these Payments.

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

3.2.4 PAGA Payments To LWDA and Aggrieved Employees:

3.2.4.1 To the California Labor & Workforce Development Agency: The LWDA Payment of 75% of the Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated to the settlement of Released PAGA Claims, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), which will be paid to the California Labor and Workforce Development Agency, subject to Court approval.

3.2.4.2 PAGA Payments To Each Aggrieved Employee: An Individual PAGA Payment calculated by (a) dividing 25% of the Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated to the settlement of Released PAGA Claims, or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), which will be paid to the Aggrieved Employees, subject to Court approval. An Individual PAGA Payment will be calculated by (a) dividing Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.

3.2.5 Class Payments 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 during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.5.1 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining portion of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for 45% in penalties and 45% interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage 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.

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- 3.2.5.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class Workweeks and PAGA Periods. Based on a review of its records to the settlement date, Abode estimates there are approximately 1,553 Class Members who collectively worked a total of approximately 96,000 Workweeks. Furthermore, Abode estimates there are approximately 1,140 PAGA Employees who collectively worked approximately 32,000 Pay Periods.
- 4.2 Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Abode 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. Abode has a continuing duty to immediately notify Class Counsel if it discovers 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 Abode 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.
- 4.3 Funding of Gross Settlement Amount. Abode shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Abode's share of payroll taxes by transmitting the funds to the Administrator in three (3) equal installments, as follows:
- (1) **Four-Hundred and Fifty Thousand Dollars** (\$450,000.00) to be paid sixty (60) days after the **Effective Date** of this settlement;
 - (2) **Four-Hundred and Fifty Thousand Dollars** (\$450,000.00) to be paid ninety (90) days after first payment; and
 - (3) **Four-Hundred and Fifty Thousand Dollars** (\$450,000.00) to be paid one-hundred and eighty (180) days after first payment.
- 4.4 Payments from the Gross Settlement Amount. Within 21 days after Abode makes the final payment to fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments.

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- 4.4.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 90 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. 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, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall redistribute the remaining uncashed Individual Class Payments and Individual PAGA Payments to Class Members and Aggrieved Employees who cashed their payments from the initial distribution of Settlement Proceeds, applying the same criteria provided in Paragraphs 3.2.4.2 and 3.2.5.
- 4.4.4 Ninety (90) calendar days after the second issuance and redistribution of remaining Individual Class Payments and/or Individual PAGA Payments, undeposited checks from that second distribution will be cancelled and voided. Individual Class Payments and/or Individual PAGA Payments remaining after the second issuance, along with any amounts that would have been paid to Class Members who timely request exclusion, will be delivered by the Settlement Administrator to the Alameda Boys & Girls Club , or to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") or shall otherwise be distributed as ordered by the Court. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- 4.4.5 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Abode 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.

5. RELEASES OF CLAIMS.

- 5.1 Release of Claims. Effective on the date when Abode fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, PAGA Members, and Class Counsel will release claims against all Released Parties as follows:

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- 5.1.1 Plaintiffs' Release. Lead Plaintiff and Consolidated Plaintiff and his or her 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 that occurred during the Class Period and PAGA Period, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action and released under Section 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, or based on occurrences outside the Class Period. Lead Plaintiff and Consolidated Plaintiff acknowledge that Lead Plaintiff and Consolidated Plaintiff may discover facts or law different from, or in addition to, the facts or law that Lead Plaintiff and Consolidated Plaintiff 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 discovery of them.
- 5.1.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Lead Plaintiff and Consolidated Plaintiff 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 arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints including any and all claims involving any alleged failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wages, failure to maintain required records, failure to provide accurate wage statements, violation of Business and Professions Code section 17200, and claims for waiting time penalties ("Released Class Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
- 5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice ("Released PAGA Claims"). Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of

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the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL.

- 6.1 Joint Motion. Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's rules and requirements for Preliminary Approvals.
- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 calendar 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.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, 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 resolve the disagreement. 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 modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports 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 14 calendar 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 with Spanish translation substantially

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in the form attached to this Agreement as **Exhibit B**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment payable to the Class Member, and the number of Workweeks or Pay Periods 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 3 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 14 days beyond the 60 calendar 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.
- 7.4.5 If the Administrator, Abode, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person, by electronic mail, or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.
- 7.5 Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her 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.
 - 7.5.1 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. 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 determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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- 7.5.2 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 whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.3 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. Each Class Member shall have 45 calendar days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. 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 calculation of Workweeks and the Administrator's determination of the challenges to Defense Counsel and Class Counsel.
- 7.7 Objections to Settlement. 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.
- 7.7.1 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.2 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 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and

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monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

- 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 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.
- 7.8.4 Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 calendar 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 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 from Settlement 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 10 calendar 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 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.

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8. CLASS SIZE ESTIMATES.

- 8.1 Based on its records, as of the settlement date, Abode estimates that there are approximately 1,553 Class Members who collectively worked a total of approximately 96,000 Workweeks. If the number of Total Workweeks during the Class Period exceeds 96,000 by more than 10%, at Defendant's choice, either (a) the Gross Settlement Amount will increase by a pro rata dollar value equal to the number of Workweeks in excess of 105,600 (the 10% escalation limit), or (b) the release date will end on the date that includes only up to 105,600 Workweeks. In the event Abode elects the former, for example, if the actual number of workweeks is determined to be 11% higher than 96,000 (i.e., the number of workweeks increases to 106,560), the Gross Settlement Amount shall be increased by 1%. However, Defendant must make this election prior to the Class Notice being sent. The escalation of the Gross Settlement Amount will apply if the Workweeks exceed the 10% threshold after the Class Notice is sent (due to validly disputed workweeks or any other error in the workweek count).

9. ABODE'S RIGHT TO WITHDRAW.

- 9.1 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Abode may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Abode withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that none of the Parties will have any further obligation to perform under this Agreement; provided, however, Abode will remain responsible for paying all Settlement Administration Expenses incurred to that point. Abode must notify Class Counsel and the Court of its election to withdraw not later than seven calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

- 10.1 Not later than 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 seven days prior to 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.
- 10.2 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.
- 10.3 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 by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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- 10.4 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.
- 10.5 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 as 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 of the Net Settlement Amount.
- 10.6 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 address the appellate court's concerns and to 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 Payments 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.

11. AMENDED JUDGMENT.

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

12. 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 Abode that any of the allegations in the Operative Complaint have merit or that Abode has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Abode's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Abode reserves the right to contest certification of any class for any reasons, and Abode reserves 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 Abode's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

CLASS ACTION SETTLEMENT AGREEMENT

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- 12.2 Confidentiality Prior to Preliminary Approval. Lead Plaintiff, Consolidated Plaintiff, Class Counsel, Abode, 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) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) 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. Lead Plaintiff, Consolidated Plaintiff, Class Counsel, Abode, 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 other than the Settlement Administrator 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 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 Lead Plaintiff, Consolidated Plaintiff and Abode, 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, 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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- 12.8 No Tax Advice. Neither Lead Plaintiff, Consolidated Plaintiff, Class Counsel, Abode 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 Abode in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or 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 pay out of all Settlement funds, and upon Abode's request, Lead Plaintiff and Consolidated Plaintiff shall destroy all paper and electronic versions of Class Data received from Abode unless, prior to the Court's discharge of the Administrator's obligation, Abode makes a written request to Class Counsel for the return, rather than the destruction, 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 references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 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:

CLASS ACTION SETTLEMENT AGREEMENT

David Menchaca v. Abode Services (Lead Class and PAGA Action) and Jessica Costilla v. Abode Services (Consolidated Class and PAGA Action)

To Lead Plaintiff:

Kashif Haque, Esq.
Samuel A. Wong, Esq.
Jessica L. Campbell, Esq.
Aegis Law Firm, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Tel: 949.379.6250
jcampbell@aegislawfirm.com

To Consolidated Plaintiff:

Graham B. LippSmith, Esq.
MaryBeth LippSmith, Esq.
Celene Chan Andrews, Esq.
LippSmith, LLP
555 Flower Street, Suite 3000
Los Angeles, CA 90071
Tel: 213.344.1820
contact@lippsmith.com

To Abode:

Julie A. Marquis, Esq.
Freeman Mathis & Gary, LLP
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San Rafael, CA 94901-2952
Tel: 415.394.9500
jmarquis@fmglaw.com

Craig A. Tomlins, Esq.
Dane M. Willis, Esq.
Freeman Mathis & Gary, LLP
2281 Lava Ridge Court, Suite 130
Roseville, CA 95661
Tel: 916.245.7846
ctomlins@fmglaw.com
dane.willis@fmglaw.com

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties 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, pursuant to CCP section 583.330, upon the signing of this Agreement to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

CLASS ACTION SETTLEMENT AGREEMENT
David Menchaca v. Abode Services (Lead Class and PAGA Action) and Jessica Costilla v. Abode Services (Consolidated Class and PAGA Action)

13. EXECUTION.

DocuSigned by:
David Menchaca
EC1159BF-EB3C-40E6-BEE6-92F8BAAC198A
DAVID MENCHACA
Lead Plaintiff

JESSICA COSTILLA
Consolidated Plaintiff

10/30/2024 | 11:13 AM PDT

Date

Date

AEGIS LAW FIRM, INC.

LIPPSMITH LLP

By: *Jessica Campbell*

Counsel for Lead Plaintiff

By: _____
Counsel for Consolidated Plaintiff

November 1, 2024

Date

Date

ABODE SERVICES

FREEMAN MATHIS & GARY, LLP

By: _____
Its: _____

By: Julie A. Marquis
Counsel for Abode Services

Date

Date

EXHIBIT A-1

EXHIBIT A-2

EXHIBIT B

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

***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 Abode Services ("Abode") for alleged wage and hour violations. The Action was filed by former Abode employees David Menchaca ("Lead Plaintiff") and Jessica Costilla ("Consolidated Plaintiff") (together, "Plaintiffs") seeking payment of wages and other relief for a class of nonexempt employees ("Class Members") who worked for Abode during the Class Period (October 5, 2017 to present) and during the PAGA Period (April 1, 2021 to present).

The proposed Settlement is a Class and PAGA Settlement requiring Abode to fund Individual Class Payments and Individual PAGA Payments.

Based on Abode's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your PAGA Class Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Abode's records showing that you worked [REDACTED] workweeks during the Class Period and [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during this period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. 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. 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 Lead Plaintiff, Consolidated Plaintiff and their attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Abode to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Abode.

If you worked for Abode during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- 1) Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Abode.
- 2) Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Abode.

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

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

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 wage claims against Abode that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is 45 days after the mailing of this Notice	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.
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted within 45 days after the mailing of this Notice	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel, Lead Plaintiff and Consolidated Plaintiff who pursued the Action on behalf of the Class. 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 45 days after the mailing of this Notice	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number of Class Period Workweeks you worked according to Abode's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by 45 days after the mailing of this Notice. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Abode employees. The Action accuses Abode of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and accurate itemized wage statements, as well as PAGA Claims. Plaintiffs are represented by attorneys in the Action: Aegis Law Firm and LippSmith LLP ("Class Counsel.")

Abode strongly denies violating any laws, failing to pay any wages, provide meal and rest periods, provide accurate itemized wage statements and reimburse expenses, and contends it complied with all applicable laws.

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

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

So far, the Court has made no determination whether Abode or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Abode hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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 Abode 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, Abode does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Abode has 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 IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

3.1 Abode Will Pay **One Million Three-Hundred Fifty-Thousand Dollars (\$1,350,000.00)** as the Gross Settlement Amount (Gross Settlement). Abode has 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, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, Abode will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. 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.

3.2 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:

3.2.1 Up to \$472,500.00 (35%) of the Gross Settlement to Class Counsel for attorney fees and up to \$30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

3.2.2 Up to \$10,000 as Class Representative Awards for prosecuting the Action, working with Class Counsel and representing the Class. Class Representative Awards will be the only monies Plaintiffs will receive other than their Individual Class Payments and any Individual PAGA Payments.

3.2.3 Up to \$_____ to the Administrator for services administering the Settlement.

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

3.3 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.

3.4 Taxes Owed on Payments to Class Members. Plaintiffs and Abode are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”), 45% in penalties and 45% in interest (“Non-Wage Portion.”). The Wage

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Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Abode 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. 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.

- 3.5 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 paid to the California State Controller for deposit in the Unclaimed Property Fund.
- 3.6 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 a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple 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 to personally pursue wage and hour claims against Abode.
- 3.7 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 Abode have agreed that, in either case, the Settlement will be void: Abode will not pay any money and Class Members will not release any claims against Abode.
- 3.8 Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (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, 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.
- 3.9 Participating Class Members' Release. After the Judgment is final and Abode has 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 opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Abode 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 from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the

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facts stated in the Operative Complaints including any and all claims involving any alleged failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wages, failure to maintain required records, failure to provide accurate wage statements, violation of Business and Professions Code section 17200, and claims for waiting time penalties ("Released Class Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 3.10 Aggrieved Employees' PAGA Release. After the Judgment is final and Abode has fully funded the Gross Settlement and separately paid all employer payroll taxes, all Aggrieved Employees will be legally barred from asserting PAGA claims against Abode, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Abode or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notice ("Released PAGA Claims"). Aggrieved Employees do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- 4.1 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 pay periods worked by each individual Participating Class Member.
- 4.2 Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) by the total number of Pay Periods worked by all PAGA Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
- 4.3 Workweek Challenges. The number of Class Workweeks or PAGA Pay Periods you worked during the Class Period, as recorded in Abode's records, are stated in the first page of this Notice. You have 45 days from the date of this Notice to challenge the number of Workweeks. 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 Abode's calculation of Workweeks based on Abode's 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 Workweek challenges based on your submission and on input

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from Class Counsel (who will advocate on behalf of Participating Class Members) and Abode's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- 5.1 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).

Your check will be sent to the same address as this Notice. If you change your address, 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 simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action (*David Menchaca v. Abode Services, et al.*), and include your identifying information (full name, address, telephone number, and approximate dates of employment, 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 within 45 days after the mailing of this Notice, 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 what Plaintiffs and Abode are asking the Court to approve. At least **14 days** before the [REDACTED] 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 Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. 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. You can also view them on the Administrator's Website [REDACTED] or the Court's website [REDACTED].

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 Service 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 45 days from the date of this Notice.** 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 (*David Menchaca v. Abode Services, et al.*) and include your name, current address, telephone number, and approximate dates of employment for Abode 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?

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You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 21 of the Alameda County Superior Court, located in the Rene C. Davidson Courthouse at 1225 Fallon Street, Oakland, CA 94612. 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 comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current attendance information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Abode and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at [REDACTED]. You can also telephone or send an email to the Administrator using the contact information listed below or consult the Alameda County Superior Court website (<https://www.alameda.courts.ca.gov/>) and entering the Case Number for the Lead Action, Case No. 22CV009389. You can also make an appointment to personally review court documents in the Office at the Rene C. Davidson Courthouse by calling (510) 891-6000.

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

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contact@lippsmith.com

Settlement Administrator:

Name of Company: Phoenix Settlement Administrators
Email Address: [REDACTED]
Mailing Address: [REDACTED]
Telephone: [REDACTED]

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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. If your check is already void you should consult the Unclaimed Property Fund by going to https://www.sco.ca.gov/search_upd.html.

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.