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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

UNLIMITED JURISDICTION

KERA SALTER, individually, and on behalf of all others similarly situated, Plaintiff, vs. BEACON HOME CARE GROUP INC., a California corporation; and DOES 1 THROUGH 10, inclusive Defendants.	Case No. 22CV011847 [Assigned for All Purposes to Honorable Tara Desautels, Department 23] **<u>PUTATIVE CLASS AND REPRESENTATIVE ACTION</u>** **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE** Action Filed: May 26, 2022

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("***Agreement***") is made by and between Plaintiff Kera Salter, individually and on behalf of others similarly situated ("***Plaintiff***") and Defendant Beacon Home Care Group Inc., a California corporation ("***Defendant***"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "***Action***" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Kera Salter, et al. v. Beacon Home Care Group Inc., et al.*, case number 22CV011847 initiated on May 26, 2022, and pending in the Superior Court of the State of California, County of Alameda.

1.2. "***Administrator***" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "***Administration Expenses Payment***" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with the anticipated Motion for Preliminary Approval of the Settlement (as defined below).

1.4. "***Aggrieved Employee***" and "***Aggrieved Employees***" interchangeably means all current and former employees who were hourly paid, nonexempt employees of Defendant and who worked for Defendant in California during the PAGA Period.

1.5. "***Class***" means all current and former employees who were hourly paid, nonexempt employees of Defendant who worked for Defendant in California during the Class Period.

1.6. "***Class Counsel***" means Kane Moon, H. Scott Leviant, and Mariam Ghazaryan of Moon Law Group, PC.

1.7. "***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.

1.8. "***Class Data***" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "***Class Member***" or "***Settlement Class Member***" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "***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 ("***NCOA***") database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "***Class Notice***" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation unless otherwise agreed by the Parties, attached as **Exhibit A** and incorporated by reference into this Agreement. The Parties, through counsel, may agree to modifications to the Class Notice required to correct errors or effectuate changes required by the Court without the need to amend this Agreement, and the revised Class Notice shall be incorporated herein in place of the original Exhibit A.

1.12. "***Class Period***" means the period from May 26, 2018, to the date the Court grants Preliminary Approval or August 15, 2024, whichever is earlier.

1.13. "***Class Representative***" means the named Plaintiff in the Operative Complaint (defined below) in the Action seeking Court approval to serve as a Class Representative.

1.14. "***Class Representative Service Payment***" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "***Court***" means the Superior Court of California, County of Alameda.

1.16. "***Defendant***" means named Defendant Beacon Home Care Group Inc.

1.17. "***Defense Counsel***" means Denis S. Kenny and John B. Lough, Jr., of Scherer Smith & Kenny LLP.

1.18. "***Effective Date***" means the date by 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.

1.19. "***Final Approval***" means the Court's order granting final approval of the Settlement following the Motion for Final Approval of the Settlement and Final Approval Hearing.

1.20. "***Final Approval Hearing***" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "***Gross Settlement Amount***" means Two Hundred Thousand and 00/100 Dollars ($200,000.00), which is Maximum Settlement Amount less the Plaintiff Settlement Payment (defined below), which is the all-inclusive total amount Defendant agrees to pay under the Settlement relating to the Class Action Payments identified in this Section. The Gross Settlement Amount will be used to pay (1) Individual Class Payments, (2) Individual PAGA Payments, (3) the LWDA PAGA Payment, (4) Class Counsel Fees Payment, (5) Class Counsel Litigation Expenses Payment, (6) Class Representative Service Payment, and (7) the Administration Expenses Payment (collectively, the "***Class Action Payments***").

1.22. "***Individual Class Payment***" means each Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. "***Individual PAGA Payment***" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.24. "***Judgment***" means the judgment entered by the Court based upon the Final Approval.

1.25. "***LWDA***" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code § 2699(i) to receive the LWDA PAGA Payment.

1.26. "***LWDA PAGA Payment***" means the 75% of the PAGA Penalties paid to the LWDA under

Labor Code § 2699(i).

1.27. "***Maximum Settlement Amount***" means Two Hundred Five Thousand and 00/100 Dollars ($205,000.00), which is the all-inclusive total amount Defendant agrees to pay under the Settlement. The Maximum Settlement Amount will be used to pay (a) Plaintiff Settlement Payment and (b) Class Action Payments.

1.28. "***Net Settlement Amount***" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (1) Individual PAGA Payments, (2) the LWDA PAGA Payment, (3) Class Representative Service Payment, (4) Class Counsel Fees Payment, (5) Class Counsel Litigation Expenses Payment, and (6) the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "***Non-Participating Class Member***" means any Class Member who opts out of the Class portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "***PAGA Pay Period***" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. "***PAGA Period***" means the period from May 26, 2021, to the date the Court grants Final Approval.

1.32. "***PAGA***" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

1.33. "***PAGA Notice***" means Plaintiff's May 21, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. "***PAGA Penalties***" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($4,000.00) and 75% to the LWDA ($12,000.00) in settlement of PAGA claims.

1.35. "***Participating Class Member***" means a Class Member who does not submit a valid and timely Request for Exclusion from the Class portion of the Settlement.

1.36. "***Plaintiff***" means Kera Salter, the named plaintiff in the Action.

1.37. "***Plaintiff Settlement Payment***" means payment to Plaintiff in consideration for a release of claims not encompassed in the Operative Complaint against Defendant and memorialized in a separate individual settlement agreement.

1.38. "***Preliminary Approval***" means the Court's order granting preliminary approval of the Class portion of the Settlement.

1.39. "***Preliminary Approval Order***" means the proposed order granting preliminary approval of the Class portion of the Settlement.

1.40. "***Released Class Claims***" means the claims being released as described in Paragraph 5.2 below.

1.41. "***Released PAGA Claims***" means the claims being released as described in Paragraph 5.3 below.

1.42. "***Released Parties***" means: Defendant and each of its former and present directors, officers, shareholders, owners, former and present managing employees, members, attorneys, agents, 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 sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. The Response Deadline for Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall be extended by fourteen (14) calendar days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-emailed.

1.45. "***Settlement***" means the disposition of the Action effected by this Agreement and the Judgment.

1.46. "***Workweek***" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On May 26, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1194, 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7); (5) failure to indemnity necessary business expenses (Cal. Lab. Code § 2802); (6) failure to pay final wages at termination (Cal. Lab. Code §§ 201–203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200 et seq.). On September 26, 2022, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant for (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1194, 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7); (5) failure to indemnity necessary business expenses (Cal. Lab. Code § 2802); (6) failure to pay final wages at termination (Cal. Lab. Code §§ 201–203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200 et seq.); and (9) civil penalties under Private Attorneys General Act (Cal. Lab. Code §§ 2699 et seq.) The First Amended Complaint is the operative complaint in the Action (the "***Operative Complaint***"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On May 24, 2023, the Parties participated in a half-day mediation presided over by Jeffrey A. Ross, Esq., which did not result in settlement, but the Parties agreed to continue settlement negotiations subject to Defendant providing certain financial documents from 2020 through 2023, including tax returns and in years where not tax returns were filed profits/losses sheets and balance sheets ("***Financials***"). In the months that followed, Defendant provided the Financials, which Plaintiff's counsel's Certified Public Accountant (CPA) reviewed. On August 16, 2023, Plaintiff's counsel and Defendant's counsel met-and-conferred via telephone to discuss Plaintiff's counsel's CPA's analysis of the Financials ("***Initial Analysis***"). On September 13, 2023, Plaintiff's Counsel provided the Initial Analysis in written form, which Defendant's Counsel provided to Defendant. On December 5, 2023, CPAs for the Parties met-and-conferred via telephone to discuss the Initial Analysis. Afterwards, the Parties continued to engage in settlement negotiation, which led to this Agreement to settle the Action.

2.4. Prior to mediation and negotiating the Settlement, the parties engaged in an informal exchange of documents and information arising out of and relating to the claims and defenses in this Action (which included Defendant producing time records and wage statements for a sampling of Class Members, Financials, and taking Plaintiff's deposition). Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("***Dunk/Kullar***").

2.5. The Court has not granted class certification, but the Parties stipulate and agree to certification of the Class for purposes of this Settlement and this Agreement only. Defendant does not waive, and instead expressly reserves, its right to challenge the propriety of class certification, collective action certification, or representative / PAGA treatment for any other purpose should the Court not approve the Settlement or this Agreement, or this Agreement does not reach its effective date for any reason.

2.6. 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. Maximum Settlement Amount. Defendant promises to pay Two Hundred Five Thousand and 00/100 Dollars ($205,000.00) and no more as the Maximum Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Maximum Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Maximum Settlement Amount will revert to Defendant.

3.2. Payments from the Maximum Settlement Amount. The Administrator will make and deduct the following payments from the Maximum Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff:

3.2.1.1. Plaintiff Settlement Payment to Plaintiff of not more than Five Thousand and 00/100 Dollars ($5,000.00) (in addition to any Individual Class Payment, Individual PAGA Payment, and Class Representative Service Payment, Plaintiff is entitled to receive as a Participating Class Member and Aggrieved Employee). Consideration for the Plaintiff Settlement Payment to Plaintiff is memorialized as part of a separate individual settlement agreement, which is attached as **Exhibit B**.

3.2.1.2. Class Representative Service Payment to the Class Representative of not more than Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) (in addition to any Individual Class Payment and any Individual PAGA Payment, the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class

Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of this payment.

3.2.2. <u>To Class Counsel</u>: A Class Counsel Fees Payment of not more than Thirty-Three and One Third Percent (33 1/3%) of the Gross Settlement Amount (that is, $200,000.00), which is currently estimated to be Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars ($66,666.67) and a Class Counsel Litigation Expenses Payment of not more than Twenty-Six Thousand and 00/100 Dollars ($26,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (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 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 Litigation 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of this payment.

3.2.3. <u>To the Administrator:</u> An Administration Expenses Payment not to exceed Fifteen

Thousand and 00/100 Dollars ($15,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration expenses are less or the Court approves payment less than Fifteen Thousand and 00/100 Dollars ($15,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. <u>To Each Participating Class Member</u>: 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.

3.2.4.1. <u>Tax Allocation of Individual Class Payments.</u> Ten Percent (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 Ninety Percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (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.

3.2.4.2. <u>Effect of Non-Participating Class Members on Calculation of Individual Class Payments</u>. Non-Participating Class Members will not receive any Individual Class Payments. The Workweeks of Non-Participating Class Members are not included in the calculation of payments to Participating Class Members and therefore have no effect on the calculation of Individual Class Payments paid from the Net Settlement Amount.

3.2.5. <u>To the LWDA and Aggrieved Employees:</u> PAGA Penalties in the amount of Sixteen Thousand and 00/100 Dollars ($16,000.00) to be paid from the Gross Settlement Amount, with 75% (Twelve Thousand and 00/100 Dollars ($12,000.00)) allocated to the LWDA PAGA Payment and 25% (Four Thousand and 00/100 Dollars ($4,000.00)) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (Four Thousand and 00/100 Dollars ($4,000.00)) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 649 Class Members who collectively worked a total of 30,850 Workweeks as of February 29, 2024, and 481 Aggrieved Employees who worked a total of 20,138 PAGA Pay Periods as of February 29, 2024.

4.2. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendant 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. Defendant 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 Defendant 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 Maximum Settlement Amount. Defendant shall fully fund the Maximum Settlement Amount by transmitting the funds to the Administrator as follows:

4.3.1. Within sixty-five (65) days of Final Approval, the first portion of the payment of the Maximum Settlement Amount of One Hundred Five Thousand and 00/100 Dollars ($105,000.00).

4.3.2. Within twelve (12) months of Final Approval, the remaining balance of the Maximum Settlement Amount of One Hundred Thousand and 00/100 ($100,000.00).

4.3.3. Within thirty (30) days after the Administrator has calculated and informed Defendant of the employer's share of payroll taxes on the Wage Portion, Defendant will transmit those funds to the Administrator.

4.4. Payments from the Maximum Settlement Amount. Within fourteen (14) days after Defendant funds the Maximum Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Plaintiff Settlement Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Plaintiff Settlement Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or 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 one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the NCOA database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (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 if requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure § 384(b) (State Bar Justice Gap Fund ("***Cy Pres Recipient***")). The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. Plaintiff and Plaintiff's 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, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released under 5.1.3, below ("***Plaintiff's Release***"). Plaintiff's 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. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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.

5.1.3. In addition to the above, Plaintiff has entered into and executed a general release of claims not encompassed by Plaintiff's Release. *See* Exhibit B.

5.2. <u>Release by Participating Class Members Who Are Not Aggrieved Employees ("***Released Class Claims***"):</u> All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims for (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1194, 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7); (5) failure to indemnity necessary business expenses (Cal. Lab. Code § 2802); (6) failure to pay final wages at termination (Cal. Lab. Code §§ 201–203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200 et seq.).

Excluded from this portion of the release are claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including any and all PAGA penalties for (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1194, 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7); (5) failure to indemnity necessary business expenses (Cal. Lab. Code § 2802); (6) failure to pay final wages at termination (Cal. Lab. Code §§ 201–203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and, (8) civil penalties under Private Attorneys General Act (Cal. Lab. Code §§ 2699 et seq.)

Except as set forth in Section 5.3 of this Agreement, 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 Participating and Non-Participating Class Members Who Are Aggrieved Employees ("***Released PAGA Claims***"): All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including nay and all PAGA penalties for (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1194, 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7); (5) failure to indemnity necessary business expenses (Cal. Lab. Code § 2802); (6) failure to pay final wages at termination (Cal. Lab. Code §§ 201–203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and, (8) civil penalties under Private Attorneys General Act (Cal. Lab. Code §§ 2699 et seq.)

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("***Motion for Preliminary Approval***") that complies with the Court's *Procedural Guidelines for Preliminary Approval of Class Action Settlements*.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel documents necessary for obtaining Preliminary Approval, including:

(i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2));

(ii) a draft proposed order granting preliminary approval and approval of PAGA

Settlement;

(iii) a draft proposed Class Notice;

(iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel;

(v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and the proposed Cy Pres Recipient; and

(vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code § 2699.3(a)], Operative Complaint [Labor Code § 2699(*l*)(1)], this Agreement [Labor Code § 2699(*l*)(2)]); and, all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. Class Counsel shall verify that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement or disclose the existence of any such pending matters. Alternatively, if such other actions are filed between the execution of this Agreement and the filing of the Motion for Preliminary Approval and become known to Class Counsel, Class Counsel will advise Defense Counsel.

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 forty-five (45) 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 Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. 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, Aggrieved Employees, Workweeks, and Pay Periods in the Class

Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of each Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA database.

7.4.3. Not later than three (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 fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notices are 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, Defendant, 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 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 fourteen (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).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) 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 Class portion of the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid 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 as to the Parties, but a Class Member whose Request for Exclusion is rejected by the Administrator may present a challenge to that determination to the Court.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the

Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement (Released PAGA Claims) and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) 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 and/or PAGA Pay Periods shall be final as to the Parties (although Defendant shall retain the right to correct erroneous Class Data if subsequently discovered), but a Class Member whose Workweek and/or Pay Period challenge is rejected by the Administrator may present the same evidence supporting the Workweek and/or Pay Period challenge to the Court for review. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

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

7.8. <u>Administrator Duties</u>. 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. <u>Website, Email Address and Toll-Free Number.</u> 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 Order, the Class Notice, the motion for final approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final approval Order and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. <u>Requests for Exclusion (Opt-outs) and Exclusion List</u>. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (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; and (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, and challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("***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. In addition to the Weekly Reports, the Administrator shall report to the Parties when it has completed the initial distribution of the Individual Class Payments and Individual PAGA Payments to all individuals with valid addresses.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final as to the Parties (although Defendant shall retain the right to correct erroneous Class Data if subsequently discovered), but a Class Member whose Workweek and/or Pay Period challenge is rejected by the Administrator may present the same evidence supporting the Workweek and/or Pay Period challenge to the Court for review.

7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is 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 ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES. Based on its records, Defendant estimates that, as of February 29, 2024, (a) there are 649 Class Members and 30,850 Total Workweeks from May 26, 2018 to February 29, 2024, and (b) there were 481 Aggrieved Employees who worked 20,138 Pay Periods during the from May 26, 2021 to February 29, 2024.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds Five Percent (5%) of the total of all Class Members, Defendant may, but is not obligated to, withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement administration expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699(*l*), a Proposed final approval order and a proposed Judgment (collectively, "***Motion for Final Approval***"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) 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.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later that five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns 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 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment 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.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to 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 Payment 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. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'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, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, 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. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral 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 Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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 Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or 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, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant 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 reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

MOON LAW GROUP, PC
Kane Moon
H. Scott Leviant
Mariam Ghazaryan
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
kmoon@moonlawgroup.com
hsleviant@moonlawgroup.com
mghazaryan@moonlawgroup.com

To Defendant:

SCHERER SMITH & KENNY LLP
Denis S. Kenny
John B. Lough, Jr.
140 Geary Street, Seventh Floor
San Francisco, CA 94108

Email: denis@sfcounsel.com
Email: john@sfcounsel.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 will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

13. ESTIMATED TIMELINE

Event	Timing
Defendant provides Class Data to the Administrator: (a) Class Member's name, (b) Class Member's last-known mailing address, (c) Class Member's Social Security Number, (d) number of Class Period Workweeks, and (e) number of PAGA Pay Periods.	Within 30 days after the Court enters Preliminary Approval Order. (See Para. 4.2.)
Administrator mails Class Notice to Class Members.	Within 14 days after receiving Class Data. (See Para. 7.4.2.)
Request for Exclusion (Opt-outs) or Objection deadline.	Within 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-

Event	Timing
	mailed). (See Paras. 7.5.1, 7.7.2.) ("***Exclusion/Objection Deadline***")
Administrator notifies Class Counsel and Defense Counsel of the Exclusion List.	Within 5 days after the Exclusion/Objection Deadline. (See Para. 7.8.2; see also Para. 7.8.3 [weekly reports].)
Defendant's deadline to elect to withdraw.	Within 7 days after the Administrator sends the final Exclusion List. (See Para. 9.)
Administrator provides declaration of due diligence and compliance with all obligations under the Agreement to Class Counsel and Defense Counsel.	No later than 14 days before the date when Plaintiff is required to file the Motion for Final Approval of the Settlement. (See Para. 7.8.5.)
Administrator provides Counsel a final report detailing distributions.	Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount. (See Para. 7.8.6.)
Final Approval Hearing	TBD
Defendant transmits the first half ($105,000.00) of the Maximum Settlement Amount to the Administrator.	Within 65 days after Final Approval. (See Para. 4.3.1.)
Defendant transmits the second half ($100,000.00) of the Gross Settlement Amount to the Administrator.	Within 12 months of Final Approval. (See Para. 4.3.2.)
Defendant transmits employer’s share of payroll taxes for the Wage Portion to the Administrator.	Within 30 days after the Administrator has calculated and informed Defendant of the employer’s share of payroll taxes. (See Para. 4.3.3.)

14. EXECUTION BY PARTIES

"Defendant"	*"Plaintiff"*
Beacon Home Care Group Inc., a California corporation	Kera Salter, individually and as "Class" representative and "PAGA Group" representative
DocuSigned by: Shaun Charles C29AB42E401A458... By: ______________________ Shaun Charles, Chief Executive Officer	______________________ Kera Salter
Date: 4/8/2024	Date: ______________________

Approved as to form

DocuSigned by: 9B3DF763F2C5451... ______________________ Denis S. Kenny John B. Lough, Jr. Scherer Smith & Kenny LLP Counsel for Beacon Home Care Group Inc.	______________________ Kane Moon H. Scott Leviant Mariam Ghazaryan Moon Law Group, PC Counsel for Plaintiff Kera Salter, individually and as "Class" representative and "PAGA Group" representative
Date: 4/1/2024	Date: ______________________

14. EXECUTION BY PARTIES

"Defendant"	*"Plaintiff"*
Beacon Home Care Group Inc., a California corporation	Kera Salter, individually and as "Class" representative and "PAGA Group" representative
By: ______________________ Shaun Charles, Chief Executive Officer	DocuSigned by: EAFE28ACA3104FB... ______________________ Kera Salter
Date: ______________________	Date: 4/9/2024

Approved as to form

______________________ Denis S. Kenny John B. Lough, Jr. Scherer Smith & Kenny LLP Counsel for Beacon Home Care Group Inc.	______________________ Kane Moon H. Scott Leviant Mariam Ghazaryan Moon Law Group, PC Counsel for Plaintiff Kera Salter, individually and as "Class" representative and "PAGA Group" representative
Date: ______________________	Date: 4/9/2024

Exhibit A

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

Kera Salter, et al v. Beacon Home Care Group Inc.
Alameda County Superior Court Case No. 22CV011847

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 Beacon Home Care Group Inc, a California corporation ("***Defendant***" or "***Beacon***") for alleged wage and hour violations. The Action was filed by a former Beacon employee Kera Salter ("***Plaintiff***") and seeks payment for (a) (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1194, 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7); (5) failure to indemnity necessary business expenses (Cal. Lab. Code § 2802); (6) failure to pay final wages at termination (Cal. Lab. Code §§ 201–203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); (8) unfair business practices (Cal. Bus. & Prof. Code §§_17200 et seq.); and (9) civil penalties under Private Attorneys General Act (Cal. Lab. Code §§ 2699 et seq.) for a class of hourly employees ("***Class Members***") who worked for Defendant during the Class Period (May 26, 2018, to <<the date the Court grants Preliminary Approval or August 15, 2024, whichever is earlier>>); and (b) penalties under the California Private Attorneys General Act ("***PAGA***") for all hourly employees who worked for Defendant during the PAGA Period (May 26, 2021, to the date the Court grants Final Approval) ("***Aggrieved Employees***").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Beacon to fund Individual Class Payments, and (2) a PAGA Settlement requiring Beacon to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("***LWDA***").

Based on Beacon's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $ [insert pro-rata share of class payment] (less withholding) and your Individual PAGA Payment is estimated to be $ [insert pro-rata share of PAGA payment]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Beacon's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Beacon's records showing that **you worked [insert number] workweeks** during the Class Period and **you worked [insert number] workweeks** during the PAGA Period. If you believe that you worked more workweeks during either 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 act. 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 Plaintiff and Plaintiff's attorneys ("***Class Counsel***"). The Court will also decide whether to enter a judgment that requires Beacon to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Beacon.

If you worked for Beacon 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 and/or an Individual PAGA Payment. As a Participating Class

Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Beacon.

(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 Beacon, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

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 and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Beacon that are covered by this Settlement, that is, Released Class Claims and Released PAGA Claims, if applicable (defined below).
You Can Opt Out of the Class Settlement but not the PAGA Settlement **The Opt-Out Deadline is [insert date]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Beacon must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. **Written Objections must be submitted by [inset date].**	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 and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the [insert date] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on **[insert date]**. 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	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class

Workweeks/Pay Periods. **Written Challenges Must be Submitted by [insert date].**	Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Beacon's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **[insert date]**. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Beacon employee. The Action accuses Beacon of violating California labor laws by failing to pay minimum wages, including overtime, wages due upon termination, reimbursable expenses, and accrued and unused vacation pay; and failing to provide meal periods, rest periods, and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("***PAGA***"). Plaintiff is represented by attorneys in the Action: Kane Moon, H. Scott Leviant, and Mariam Ghazarayan of Moon Law Group, PC ("***Class Counsel***").

Beacon strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Beacon or Plaintiff is correct on the merits. In the meantime, Plaintiff and Beacon hired a neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("***Agreement***") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Beacon 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, Beacon does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Beacon 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 and Aggrieved Employees. 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?

1. <u>Beacon Will Pay $205,000.00 as the Maximum Settlement Amount ("***Maximum Settlement***")</u>. Defendant has agreed to deposit the Maximum Settlement into an account controlled by the Administrator of the Settlement as follows: (a) within sixty-five (65) days of the Court granting the motion for final approval, the first part of the Maximum Settlement Amount ($105,000.00) and (b) within 12 months of the Court granting the motion for final approval, the remaining balance of the Maximum Settlement Amount ($100,000.00). The Administrator will use the Maximum Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Plaintiff Settlement Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("***LWDA***"). Assuming the Court grants Final Approval, 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. The Maximum Settlement, minus the $5,000 allocated to an individual settlement of all other claims by Plaintiff, is the "Gross Settlement."

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

   A. Up to $66,666.67 (33 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $26,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $15,000.00.00 to the Administrator for services administering the Settlement.

   C. Up to $16,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

   D. Up to $7,500 to the named plaintiff Kera Salter for service to the Action.

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

3. Net Settlement Distributed to Class Members. After making the above deductions from the Gross Settlement in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Beacon are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("***Wage Portion***") and 90% to interest and penalties ("***Non-Wage Portion***"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Beacon will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiff and Beacon 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.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA 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 deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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 [insert date], 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 [insert date] 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 Beacon.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Beacon based on the PAGA Period facts alleged in the Action.

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Beacon have agreed that, in either case, the Settlement will be void: Beacon will not pay any money and Class Members will not release any claims against Beacon.

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 ("How Can I Get More Information?") of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Beacon 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 Beacon or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release (defined as "***Released Class Claims***"):

> All Participating Class Members, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including any and all claims for (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1194, 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7); (5) failure to indemnity necessary business expenses (Cal. Lab. Code § 2802); (6) failure to pay final wages at termination (Cal. Lab. Code §§ 201–203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and (8) unfair business practices (Cal. Bus. & Prof. Code §§ 17200 et seq.).
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> Excluded from this portion of the release are claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including any and all PAGA penalties for (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1194, 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7); (5) failure to indemnity necessary business expenses (Cal. Lab. Code § 2802); (6) failure to pay final wages at termination (Cal. Lab. Code §§ 201–203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and, (8) civil penalties under Private Attorneys General Act (Cal. Lab. Code §§ 2699 et seq.)
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> Except as set forth in Section 5.3 of this Agreement, 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.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows (defined as "***Released PAGA Claims***"):

All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including nay and all PAGA penalties for (1) failure to pay minimum wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1194, 1198); (3) failure to provide meal periods (Cal. Lab. Code §§ 226.7, 512); (4) failure to authorize and permit rest breaks (Cal. Lab. Code § 226.7); (5) failure to indemnity necessary business expenses (Cal. Lab. Code § 2802); (6) failure to pay final wages at termination (Cal. Lab. Code §§ 201–203); (7) failure to provide accurate itemized wage statements (Cal. Lab. Code § 226); and, (8) civil penalties under Private Attorneys General Act (Cal. Lab. Code §§ 2699 et seq.).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $4,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Beacon's records, are stated in the first page of this Notice. You have until [insert date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 ("How Can I Get More Information?") 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 Beacon's calculation of Workweeks and/or Pay Periods based on Beacon'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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Beacon's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

   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?

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. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to identify the Action clearly in your Request for Exclusion (*Kera Salter v. Beacon Home Care Group Inc.*, Alameda County Superior Court Case No. 22CV011847). **The Administrator must be sent your request to be excluded by [insert date], 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 Plaintiff and Beacon are asking the Court to approve. At least 16 days before the [insert date] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [insert url] or the Court's website https://www.lacourt.org/.

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 Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is** [insert date]. 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, *Kera Salter v. Beacon Home Care Group Inc.* (Alameda County Superior Court Case No. 22CV011847), and include your name, current address, telephone number, and approximate dates of employment for Beacon, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [insert date] at [insert time] in Department 23 of the Alameda County Superior Court, located at Rene C. Davidson Courthouse, 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, Plaintiff, 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) personally. Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Beacon and Plaintiff 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 Phoenix Settlement Administrators's website at [insert url]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at https://eportal.alameda.courts.ca.gov. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number (here, "22CV011847") and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. To view the Register of Actions, go to the "Search" tab at the top of the page, then select the "Search by Case Number" enter the case number (here, "22CV011847"), select "Search" and click the link to the case name. You will be see the Register of Actions and more.

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

Class Counsel:

MOON LAW GROUP, PC
Kane Moon, Esq. (kmoon@moonlawgroup.com)
H. Scott Leviant, Esq. (hsleviant@moonlawgroup.com)
Mariam Ghazaryan, Esq. (mghazaryan@ moonlawgroup.com)
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128

Settlement Administrator:

Phoenix Settlement Administrators
Mailing Address: [insert address]
Telephone: [insert telephone number]
Fax Number: [insert fax number]

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 California Controller's Unclaimed Property Fund (https://www.sco.ca.gov/search_upd.html) for instructions on how to retrieve the funds.

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.

Exhibit B

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (the "***Agreement***") is made by and between Kera Salter ("***Employee***"), on the one hand, and Beacon Home Care Group Inc., a California corporation (the "***Company***"), on the other.

INTRODUCTION

A. Employee and the Company wish to fully resolve any past, present or future disputes they may have relating to Employee's employment with the Company, exclusive of any putative class action and representative claims which are the subject of the pending lawsuit entitled *Kera Salter, et al. v. Beacon Home Care Group Inc., et al.*, case number 22CV011846 initiated on May 26, 2022, and pending in Superior Court of the State of California, County of Alameda ("***Putative Class Action***") (hereinafter, "***Claims***").

B. Capitalized terms not otherwise defined in this Agreement will have the meaning in the Class Action and PAGA Settlement Agreement and Class Notice ("***Class Agreement***").

C. This Agreement is contingent upon Court approval of the proposed Class Agreement, or Court approval of such amended version of the Class Agreement that the Parties submit to the Court for approval.

D. Now, therefore, for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, Employee and the Company (collectively the "***Parties***") hereby agree as follows:

AGREEMENT

1. <u>Incorporation of Introduction</u>. The above introduction forms a material part of the Agreement.

2. <u>Settlement Payment</u>. Provided Employee does not revoke this Agreement pursuant to Section 4(d) below and subject to the Court's approval of the proposed Class Agreement in the Putative Class Action, the Company will instruct the Administrator to pay Employee a settlement payment of not more than the gross amount of Five Thousand and 00/100 Dollars ($5,000.00), inclusive of attorneys' fees and costs, within thirty (30) days of the Effective Date as defined in the Class Agreement ("***Settlement Payment***").

Employee hereby acknowledges that the Settlement Payment represents substantial consideration over and above that to which Employee would otherwise be entitled and that Employee is voluntarily executing this Agreement so as to be eligible to receive such benefits.

3. <u>Release of All Claims</u>. Employee, on Employee's own behalf, and on behalf of Employee's heirs, family members, executors, and assigns, hereby fully and forever releases the Company and its past and present insurers, officers, directors, employees, shareholders, administrators, affiliates, divisions, subsidiaries, agents, attorneys, and assigns (collectively the

"***Released Parties***"), from, and agrees not to sue concerning, any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Employee may possess arising from any omissions, acts or facts that have occurred up until and including the date Plaintiff signs this Agreement including, without limitation:

a. any and all claims relating to or arising from the employment relationship between Employee and the Company;

b. any and all claims for discrimination, retaliation, harassment, breach of contract, both express and implied, breach of a covenant of good faith and fair dealing, promissory estoppel, negligent or intentional infliction of emotional distress, negligent or intentional misrepresentation, unfair business practices, defamation, libel, slander, negligence, personal injury, assault, battery, invasion of privacy, false imprisonment, conversion, and wage and hour/expense reimbursement compliance;

c. any and all claims for violation of any federal, state or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990; the Fair Labor Standards Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Older Workers Benefit Protection Act; the California Fair Employment and Housing Act; and Labor Code sections 201, et seq. and 970, et seq.;

d. any and all claims for violation of the federal, or any state, constitution; and

e. any and all claims for attorney's fees and/or costs.

Notwithstanding any of the foregoing, the Parties agree that the scope of this release does not apply to any claims for workers' compensation benefits (including disability payments), unemployment insurance benefits, or claims for indemnification of Employee's reasonable expenses incurred for the Released Parties under California Labor Code section 2802. Employee further understands and acknowledges that, notwithstanding any other provision in this Agreement, Employee is not prohibited or in any way restricted from reporting possible violations of law to a governmental agency or entity, and Employee is not required to inform the Company if Employee makes such reports. The Parties also agree that this release does not apply to the claims encompassed by the Class Agreement in the Putative Class Action, which agreement contains a separate release of those claims.

4. ADEA & OWBPA Waiver. Employee also specifically acknowledges and agrees that this Agreement and the release set forth in Paragraphs 3 above and 5 below includes, without limitation, a waiver and release of all claims against the Company and Released Parties under the federal Age Discrimination in Employment Act ("***ADEA***") and the Older Workers Benefit Protection Act ("***OWBPA***"). Employee further acknowledges and agrees that:

a. Employee hereby waives all claims under ADEA knowingly and voluntarily in exchange for the commitments made by the Company in this Agreement, and that certain of the benefits provided thereby constitute consideration of value to which Employee would not otherwise have been entitled.

b. Employee was advised to consult an attorney and has been represented by Class Counsel, in connection with this Agreement.

c. Employee has been given a period of twenty-one (21) days within which to consider the terms of this Agreement. Employee agrees that should Employee decide to sign this Agreement before the twenty-one (21) days review period expires, such decision and waiver of the twenty-one (21) days review period is knowing, voluntary and Employee's alone, and was not induced by any acts of fraud by the Company, misrepresentation, or a threat to withdraw or alter the offer prior to the expiration of the reasonable time period, or by providing different terms to employees who sign such an agreement prior to the expiration of such a time period.

d. Employee may revoke Employee's signature on this Agreement for a period of seven (7) days after Employee executes this Agreement, rendering the Agreement null and void. To revoke, Employee must deliver through Class Counsel written notice of revocation to Defense Counsel.

e. This Agreement complies in all respects with Section 7(f)(1) of ADEA and the waiver provisions of the OWBPA.

5. Section 1542 Release. Employee understands and expressly agrees that it is possible that unknown losses or claims exist or may exist and has explicitly taken that into account in executing this Agreement, and that the agreements of the Parties hereunder and the consideration paid have been bargained for and given in part in exchange for a full accord, satisfaction and discharge of all Employee claims. Employee acknowledges familiarity with and expressly waives any and all rights and benefits available under Section 1542 of the California Civil Code or any analogous federal or state law or regulation. Section 1542 of the California Civil Code reads as follows (capitalization and bold-print added):

> **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.**

6. No Pending Claims (other than the Putative Class Action). As of the date Employee signs this Agreement, with the exception of the Putative Class Action, Employee affirms that Employee has not filed or otherwise initiated any claims or charge of discrimination, harassment, retaliation, unpaid wages, overtime, or ethical violations by the Company or Released Parties before any court, administrative agency, or other adjudicative body. Employee understands that this Agreement will operate to release any claims or charges that Employee believes may exist, fully resolving all claims, known or unknown, other than the claims excluded expressly from this Agreement.

7. Covenant Not to Sue. Except for claims the law precludes Employee from waiving by agreement and with the exception of the Putative Class Action, Employee agrees not to file any civil claims, suits, complaints or grievances against the Company with any federal, state or local governmental agency, or in any court of law, with respect to any aspect of Employee's employment or termination, or with respect to any other matter whatsoever, whether known or unknown to Employee at the time of execution of this Agreement. Nothing herein precludes Employee from bringing a claim that the Company breached its commitments under this Agreement.

8. No Disparagement or Encouragement of Claims. Employee agrees that Employee will not, either orally or in writing, make any provable defamatory statement(s) concerning the Company (including any of its past or present officers, directors, affiliates, employees, products or services) or Released Parties. Employee further agrees not to encourage or assist any person or entity who may or who has filed a lawsuit, charge, claim or complaint against the Released Parties. Employee represents and warrants that Employee has not done anything before signing this Agreement that would violate this paragraph if this paragraph were in effect at the time of any prior action of Employee. If Employee receives any subpoena or becomes subject to any legal obligation that implicates this paragraph, Employee will provide prompt written notice of that fact to the Company and enclose a copy of the subpoena and any other documents describing the legal obligation. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful, including but not limited to discussing any alleged violations of the National Labor Relations Act, including without limitation Sections 7, 8, and any other potentially applicable provisions of the same.

9. Medicare and Social Security Liens and Benefits. Employee hereby warrants and represents that Employee has not incurred any medical bills or medical liens or received any disability benefits as a result of the Claims. Plaintiff hereby warrants and represents that he presently is not, nor has he ever been, enrolled in Medicare Part A or B. Further, Employee represents and warrants that he has no claim for Social Security Disability benefits nor is he appealing or re-filing for Social Security Disability benefits. Employee agrees to indemnify and hold Company and the Released Parties harmless from any claims of, or rights of recovery as a result of, any future payment which may be made by Medicare or any other entity for or on behalf of Employee for such future care. Employee agrees to hold harmless Company and the Released Parties for any loss of Medicare benefits of Social Security benefits she may sustain as a result of this Agreement. In addition, Employee agrees to release as part of this Agreement any right to bring any possible future action under the Medicare Secondary Payer Statute against Company and the Released Parties. Employee has been apprised of his right to seek assistance from legal counsel of his choosing or directly from the Social Security Administration or other government agencies regarding the impact this release may have on his current or future entitlement to Social Security or other governmental benefits. Employee acknowledges that acceptance of the Settlement Amount may affect his rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits. Notwithstanding this possibility, Employee desires to enter into this Agreement to settle the Claims according to the terms set forth in this Agreement.

10. Tax Consequences. Company makes no representations or warranties with respect to the tax consequences of the payment of any sums to Employee under the terms of this Agreement. Employee agrees and understands that he is responsible for payment, if any, of local, state and/or federal taxes on the sums paid hereunder by Company and any penalties or assessments thereon. Employee further agrees to indemnify and hold Company harmless from any claims, demands, deficiencies, penalties, assessments, executions, judgments, or recoveries by any government agency against Company for any amounts claimed due on account of Employee's failure to pay federal or state taxes or damages sustained by Company by reason of any such claims, including reasonable attorneys' fees.

11. Representations and Warranties. Employee hereby represents, warrants, and agrees that:

a. In executing this Agreement, Employee has not relied upon, and Employee does not rely upon, any representation or statement made to Employee by the Company or any of its affiliates or any of their agents or representatives, other than any statements expressly contained in this Agreement.

b. This Agreement is written in plain and understandable language which Employee fully understands.

c. Employee has returned to the Company all company property and proprietary information, including but not limited to all keys, access cards, cell phones, files, documents, records, policies, employee and applicant information, customer lists, marketing information, data base information and lists, mailing lists, notes, and any other property or information that Employee had relating to the Company and/or its customers, employees, plans, agreements, strategies, inventions, policies, or practices (whether those materials are in paper or computer-stored form and whether such property or information constitutes trade secrets or otherwise). Employee agrees (1) not to keep, and represents and warrants that Employee has not kept any originals or copies of any such property or information in any form; (2) not to disclose their contents to anyone other than the Company; and (3) not use such property or information for any purpose whatsoever.

12. Non-Admission/Inadmissibility. This Agreement does not constitute an admission that the Company took any wrongful, unlawful, or harmful action, and the Company specifically denies any wrongdoing. This Agreement is offered solely to resolve fully all matters related to Employee's employment with and termination from the Company. This Agreement shall not be used as evidence in any proceeding, except one alleging a breach of this Agreement.

13. Governing Law / Jurisdiction / Venue. This Agreement shall be interpreted, enforced and governed by the laws of the state of California. Any dispute arising out of or relating to this Agreement, or Employee's employment with Company shall be brought and heard, as applicable, in the state or federal courts of Alameda County, California or the Northern District of California.

14. Severability. Employee agrees that if any provision of this Agreement is adjudicated to be invalid or unenforceable, or if compliance with any provision of this Agreement is restrained pending a final determination as to its legality, such deletion or restraint shall apply only to the operation of the provision or provisions deemed invalid, unenforceable, or restrained, and the remaining provisions shall be valid and enforceable to the fullest extent possible.

15. Successors and Assigns. Employee agrees that this Agreement shall also be binding upon Employee's spouse, dependents, children, heirs, successors and assigns and their legal representatives and shall inure to the benefit of and shall release the Released Parties.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by less than all of the parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

17. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any other prior or contemporaneous written or oral agreements as to any such matter. There are no oral or collateral agreements of any kind. Parol evidence shall be inadmissible to show an agreement between the parties as to any term or condition that is contrary to or in addition to the terms and conditions contained herein. The terms of this Agreement may not be amended or modified in any manner, except by a writing signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement and make it effective as of the latter date written below (the "***Effective Date***").

"COMPANY"	"EMPLOYEE"
Beacon Home Care Group Inc., a California corporation	**Kera Salter, an individual**
DocuSigned by: *Shaun Charles* C29AB42F401A458	
By: ______________________	______________________
Shaun Charles, Chief Executive Officer	Kera Salter
Dated: 4/8/2024	Dated: ______________________

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"COMPANY"	"EMPLOYEE"
Beacon Home Care Group Inc., a California corporation	**Kera Salter, an individual**
	DocuSigned by: Kera Salter EAFE28ACA3104FB...
By: ______________________ Shaun Charles, Chief Executive Officer	______________________ Kera Salter
Dated: ______________________	Dated: 4/5/2024