SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") is made and entered by and between Plaintiff Bernice Haliburton ("Plaintiff") and Defendant HomeLife Senior Care, Inc. ("Defendant") to settle the action entitled *Haliburton v. HomeLife Senior Care, Inc.* (Case No. C25-02056) ("Lawsuit"). Plaintiff and Defendant are collectively referred to herein as the "Parties", and each may be individually referred to herein as a "Party".

RECITALS

This Agreement is made in consideration of the following facts:

A. Plaintiff is a former hourly-paid, non-exempt employee of Defendant.

B. Plaintiff contends that Plaintiff suffered one or more violations of the Labor Code during Plaintiff's employment with Defendant and that Plaintiff is an "aggrieved employee" under the Private Attorneys General Act of 2004 ("PAGA").

C. On January 20, 2025, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code that Plaintiff contends were violated and the theories supporting the contentions ("PAGA Notice").

D. On July 17, 2025, Plaintiff filed a representative PAGA action in the Superior Court of California, County of Contra Costa, that was predicated on the alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods and rest breaks; (3) failure to timely pay wages during employment; (4) failure to timely pay wages upon termination; (5) failure to provide complete and accurate wage statements; and (6) failure to reimburse business expenses ("PAGA Claims").

E. After engaging in discovery, investigations, and negotiations, on June 2, 2026, the Parties attended mediation with the mediator Honorable Steven R. Denton. Under the auspices of the mediator after a full day of mediation, the Parties reached a settlement on a PAGA-only basis via a mediator's proposal, subject to the Court's approval.

F. Defendant denies all the allegations in the Lawsuit and any contentions that it committed any misconduct, wrongdoing, or any other actionable conduct of any kind, including any violation of the Labor Code.

G. The Parties have analyzed and investigated the facts and law relevant to the Lawsuit. Defendant has produced documents and data, including, but not limited to, information pertaining to the policies, practices, and procedures implicated by the PAGA Claims. This production of documents and data included meal and rest breaks, overtime, timekeeping, and payroll policies along with a sampling of time and payroll records.

Pursuant to Labor Code section 2699(s)(2), in consideration of the promises and agreements contained herein, the Parties agree to seek approval of the following settlement terms.

SETTLEMENT TERMS

1. **Court Approval of the Agreement.** In accordance with Labor Code section 2699(s)(2), the Parties will present this Agreement to the Court for its review and approval via a stipulation or noticed motion.

2. **Delivery of Settlement Agreement to the LWDA.** In accordance with Labor Code section 2699(s)(2), Plaintiff will submit this Settlement Agreement to the LWDA at the same time that this Settlement Agreement is submitted to the Court for approval.

3. **Effective Date.** This Agreement shall become fully effective on the date on which all of the following have occurred:

(a) This Agreement and the contemplated settlement receive approval from the Court;

(b) The Judgment becomes final which means the later of the following: and

(i) The first business day following the last date on which a notice of appeal from the Judgment may be filed and none is filed; or

(ii) If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

(c) The Court has dismissed the Quinita Daniels lawsuit currently pending in the Superior Court of Contra Costa (Case No. C24-02789) with prejudice as to Quinita Daniels' individual claims and without prejudice as to the class action claims.

4. **No Admission of Liability.**

(a) The Parties acknowledge and agree that this Agreement is the result of a compromise and settlement of disputed claims in the Lawsuit. Defendant denies all allegations made by Plaintiff in the Lawsuit and denies that it is liable or owes any damages, penalties, or other compensation or remedies to anyone regarding the PAGA Claims. Defendant denies any liability or wrongdoing of any kind in connection with Plaintiff's claims and contends that it complied in all respects with applicable state and federal laws and regulations. Defendant agreed to settle the Lawsuit on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation.

(b) The Parties concur that this Agreement is a settlement document and shall be inadmissible for any purpose in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the

basis for an injunction against, any action or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

5. **Aggrieved Employees and PAGA Period.**

(a) **Aggrieved Employees.** This Agreement shall include all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

(b) **PAGA Period.** This Agreement shall cover the period from May 13, 2024, through June 2, 2026.

(i) As of the date of mediation (June 2, 2026), Defendant estimates that there are about 139 Aggrieved Employees who worked around 4,160 pay periods during the PAGA Period.

(ii) There will be no reversion to Defendant and no claims process for the Aggrieved Employees to receive payment.

(iii) The Aggrieved Employees do not have the right to opt out of or object to this Agreement.

6. **Settlement Administration.**

(a) The Parties will retain Phoenix Class Action Administration Solutions to serve as the Administrator.

(b) The Administrator shall establish a Qualified Settlement Fund pursuant to 26 U.S.C. section 486B, make all the payments required by this Agreement, handle all required tax withholding and reporting related thereto to the extent necessary, and issue all appropriate tax forms to Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and LWDA resulting from the settlement payments under this Agreement. The Administrator is solely responsible for issuing all the required tax forms under this Agreement.

7. **Settlement Payments.**

(a) **Gross Settlement Amount.** In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, Defendant shall pay the maximum gross sum of $120,000 ("Gross Settlement Amount") in the manner and method set forth herein. Excluding the Escalator Clause set forth below, nothing in this Agreement shall require Defendant to pay more than the Gross Settlement Amount to settle the Lawsuit and all claims alleged therein.

(b) **Allocation of Gross Settlement Amount.** The Gross Settlement Amount shall consist of the following: (i) award of attorneys' fees to Plaintiff's Counsel ("Plaintiff's Counsel Fees Payment"); (ii) award of litigation costs and expenses to Plaintiff's Counsel ("Plaintiff's Counsel Litigation Expenses Payment"); (iii) enhancement payments to Plaintiff

("Service Payment"); (iv) payment of the administration costs and expenses to the Administrator ("Administration Expenses Payment"); and (v) payments of civil penalties to the LWDA and Aggrieved Employees ("PAGA Penalties Fund").

(i) **Plaintiff's Counsel Fees Payment.**

Plaintiff's Counsel may submit an application to the Court for the Plaintiff's Counsel Fees Payment not to exceed $42,000 (35% of the Gross Settlement Amount). Defendant will not oppose or object to this application. Defendant shall have no liability for the attorneys' fees except as provided for in this Agreement.

(A) Any Plaintiff's Counsel Fees Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all the claims that Plaintiff may have for attorneys' fees arising out of the Lawsuit through the Effective Date of this Agreement, including work not yet performed.

(B) This Agreement is not contingent upon the Court approving the Plaintiff's Counsel Fees Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Plaintiff's Counsel Fees Payment that is less than the amount set forth herein. The Court's refusal to approve the requested Plaintiff's Counsel Fees Payment does not give Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate this Settlement.

(C) If any portion of the Plaintiff's Counsel Fees Payment is not approved by the Court, only the approved amount shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, and the payment of that amount shall constitute satisfaction of Defendant's obligations with respect to the Plaintiff's Counsel Fees Payment. Any difference between the requested Plaintiff's Counsel Fees Payment and Court-approved Plaintiff's Counsel Fees Payment will become part of the PAGA Penalties Fund.

(ii) **Plaintiff's Counsel Litigation Expenses Payment.**

(A) Plaintiff's Counsel may submit an application to the Court for the Plaintiff's Counsel Litigation Expenses Payment as reimbursement of litigation costs and expenses incurred by Plaintiff's Counsel in connection with the Lawsuit not to exceed $15,000. Defendant will not oppose or object to this application. Defendant shall have no liability for attorneys' costs except as provided for in this Agreement.

(B) Any Plaintiff's Counsel Litigation Expenses Payment approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of all the claims that Plaintiff may have for litigation costs and expenses arising out of the Lawsuit through the Effective Date of this Agreement, including litigation costs and expenses not yet incurred.

(C) This Agreement is not contingent upon the Court approving the Plaintiff's Counsel Litigation Expenses Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Plaintiff's Counsel Litigation Expenses Payment that is less than the amount set forth herein. The Court's refusal to approve the requested Plaintiff's Counsel Litigation Expenses Payment amount does not give Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Plaintiff's Counsel Litigation Expenses Payment is not approved by the Court, only the approved amount shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, and the payment of that amount shall constitute full satisfaction of Defendant's obligations with respect to the Plaintiff's Counsel Litigation Expenses Payment. Any difference between the requested Plaintiff's Counsel Litigation Expenses Payment and Court-approved Plaintiff's Counsel Litigation Expenses Payment will become part of the PAGA Penalties Fund.

(iii) **Service Payment.**

(A) Plaintiff may submit an application to the Court for the Service Payment not to exceed $10,000 for the time and effort and risks undertaken in bringing the Lawsuit as well as the general release of any claims Plaintiff may have against Defendant (detailed below). Defendant will not oppose or object to this application.

(B) This Agreement is not contingent upon the Court approving the Service Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve the Service Payment in an amount less than the amount set forth herein. The Court's refusal to approve the Service Payment as requested herein does not give Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate this Settlement.

(C) If any portion of the Service Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to Plaintiff from the Gross Settlement Amount. Any difference between the requested Service Payment and Court-approved Service Payment will become part of the PAGA Penalties Fund.

(iv) **Administration Expenses Payment.**

(A) Subject to approval by the Court, the Administration Expenses Payment that is currently estimated at $5,000 will be paid out of the Gross Settlement Amount to cover the administration costs and expenses incurred by the Administrator.

(B) Any Administration Expenses Payments approved by the Court will be paid out of the Gross Settlement Amount and shall constitute full and complete satisfaction of any and all administration costs and expenses incurred by the Administrator arising out of the Lawsuit through the Effective Date of this Agreement.

(C) This Agreement is not contingent upon the Court approving Administration Expenses Payment in the amount set forth herein. This Agreement and its terms shall remain fully effective and enforceable notwithstanding any decision by the Court to approve Administration Expenses Payment in an amount that is less than the amount set forth herein. The Court's refusal to approve the Administration Expenses Payment requested does not give Plaintiff, Aggrieved Employees, or Plaintiff's Counsel any basis to abrogate this Settlement.

(D) If any portion of the Administration Expenses Payment set forth herein is not approved by the Court, no more than the approved amount shall be paid to the Administrator out of the Gross Settlement Amount. Any difference between the requested Administration Expenses Payment and Court-approved Administration Expenses Payment will become part of the PAGA Penalties Fund.

(v) **PAGA Penalties Fund.** The portion of the Gross Settlement Amount remaining after the deduction of the Plaintiff's Counsel Fees Payment, Plaintiff's Counsel Litigation Expenses Payment, Service Payment, and Administration Expenses Payment are paid shall be designated as the PAGA Penalties Fund from which payments deemed to constitute full and complete satisfaction of any and all claims for the civil penalties under PAGA in the Lawsuit shall be made. Subject to approval by the Court, the PAGA Penalties Fund shall be allocated and paid as follows:

(A) **The LWDA Payment.** Sixty-five percent (65%) of the PAGA Penalties Fund will be paid to the LWDA.

(B) **Individual PAGA Payments.** Thirty-five percent (35%) of the PAGA Penalties Fund shall be designated as the Net Settlement Amount and will be paid to the Aggrieved Employees on a pro-rata basis. Each Aggrieved Employee will receive a pro-rata share of the Net Settlement Amount based on the total number of pay periods that the Aggrieved Employee worked for Defendant during the PAGA Period.

(C) The Individual PAGA Payment that each Aggrieved Employee is entitled to receive will be determined by using the formula set forth herein:

(1) Individual PAGA Payment = Net Settlement Amount x (total number of pay periods worked by the Aggrieved Employee ÷ total number of pay periods worked by all the Aggrieved Employees).

(c) **Tax Allocation.**

(i) **Payments to Plaintiff's Counsel.** The Administrator shall issue an IRS Form 1099 to Justice Law Corporation in connection with the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment.

(ii) **Payment to Plaintiff.** The Administrator shall issue an IRS Form 1099 to Plaintiff in connection with the Service Award.

(iii) **Payments to the LWDA.** The sixty-five percent (65%) of the PAGA Penalties Fund payable to the LWDA shall be deemed to consist entirely of civil penalties recovered under PAGA and subject to treatment as IRS Form 1099 income.

(iv) **Payments to the Aggrieved Employees.** If required, an IRS Form 1099 will be issued to each Aggrieved Employee in connection with their Individual PAGA Payments.

(d) **Tax Liability.** Plaintiff, Plaintiff's Counsel, Aggrieved Employees, and applicable governmental authorities (including the LWDA) are solely responsible for all the tax obligations, including all reporting and payment obligations, attributable to them that may arise as a consequence of this Agreement and payment of the amounts set forth herein. Neither Defendant nor Defendant's counsel make any express or implied promise, representation, or warranty regarding the tax consequences or tax treatment under federal or state tax laws for any sum paid pursuant to this Agreement.

(e) **No Effect on Employee Benefits.** The payments made to Aggrieved Employees herein shall not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employees may be eligible, including, but not limited to, any profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, or other benefit plans available to the Aggrieved Employees.

8. **Distribution of the Settlement Payments.**

(a) **List of Aggrieved Employees.** No later than fourteen (14) calendar days after the Effective Date, Defendant shall provide the Administrator with a list of the Aggrieved Employees': (i) Social Security numbers; (ii) last known addresses; and (iii) number of pay periods worked during the PAGA Period. Defendant agrees to consult with the Administrator as required to provide the list in a format reasonably acceptable for the performance of the duties of the Administrator. The Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information, and return or certify the destruction of the information upon completion of the Settlement Administration process.

(b) **Funding of the Gross Settlement Amount.** No later than sixty (60) calendar days after the Effective Date, Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund created by the Administrator.

(c) **Disbursing the Settlement Payments.** No later than fourteen (14) calendar days of the funding of the Gross Settlement Amount, the Administrator will disburse the settlement payments set forth herein to the appropriate entities or persons. The Administrator shall first obtain approval of the calculations from all counsel before disbursing the payments.

(d) **Payment of the Individual PAGA Payments.**

(i) The Individual PAGA Payments will be paid in the form of a check to be delivered to each Aggrieved Employee at their last known address. Each Individual PAGA Payment will be accompanied by an explanatory letter in English and Spanish substantially in the form attached hereto as **Exhibit A**.

(ii) The checks mailed to the Aggrieved Employees will remain negotiable for one hundred eighty (180) calendar days after the date of their issuance ("Check Stale Date"). Any checks sent to the Aggrieved Employees that are not cashed, deposited, or negotiated after the Check Stale Date will be void. The amount of uncashed checks sent to the Aggrieved Employees will be directed to the California Controller's Unclaimed Property Fund in the name of the employee.

(iii) Any checks sent to the Aggrieved Employees that are returned as undeliverable on or before the Check Stale Date will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Administrator will attempt to determine the correct address using a skip trace or other reasonable method and will then perform a single remailing.

(iv) Any Aggrieved Employee who cannot be located after the above procedures are followed will continue to be bound by this Agreement. The funds associated with these Aggrieved Employees' Individual PAGA Payments will be directed to the California Controller's Unclaimed Property Fund in the name of the employee.

9. **Release.**

(a) **Released Parties.** The Released Parties include Defendant and its past and present parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, employees, partners, shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

(b) **Released PAGA Claims.** Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, LWDA, and Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims for the PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

(c) **Plaintiff's Release**. Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, on behalf of Plaintiff and Plaintiff's former and present spouses, heirs, executors, administrators, representatives, agents, attorneys, successors, and assigns, fully and forever releases and discharges the Released Parties from any and all known and unknown claims, debts, liabilities, demands, obligations, actions, causes of action, damages, penalties, costs,

expenses, attorneys' fees, and remedies of every kind and nature whatsoever, whether arising under federal, state, or local law, regulation, common law, or equity, that Plaintiff has or may have arising out of or relating to Plaintiff's recruitment, hiring, employment with, compensation from, or separation from Defendant, or any acts, omissions, transactions, or occurrences occurring on or before the date Plaintiff executes this Agreement ("Plaintiff's Release).

(i) Plaintiff's Release includes, but is not limited to, all claims that were asserted or could have been asserted based on the facts alleged in the Lawsuit, PAGA Notice, or arising from Plaintiff's employment with Defendant, including claims under the Labor Code (including claims for wages, overtime, minimum wages, meal and rest period premiums, waiting time penalties, wage statement penalties, reimbursement of business expenses, sick leave, recordkeeping violations, and any related statutory penalties), applicable Industrial Welfare Commission Wage Orders, PAGA to the fullest extent permitted by law, Business and Professions Code section 17200 *et seq*., Civil Code, claims for breach of contract (express or implied), breach of the implied covenant of good faith and fair dealing, promissory estoppel, negligence, fraud, negligent or intentional misrepresentation, defamation, invasion of privacy, emotional distress, wrongful termination, retaliation, discrimination, harassment, failure to prevent discrimination or harassment, failure to accommodate, failure to engage in the interactive process, whistleblower claims, tort claims, statutory claims, equitable claims, and any claim for attorneys' fees, costs, interest, penalties, or other relief arising from or relating to Plaintiff's employment or separation from employment.

(ii) Plaintiff expressly acknowledges that the Plaintiff's Release is intended to be a complete and final settlement of all individual claims that Plaintiff has or may have against the Released Parties arising on or before the date Plaintiff executes this Agreement, whether known or unknown, suspected or unsuspected, except as expressly excluded herein.

(iii) Plaintiff acknowledges that Plaintiff may discover facts different from or in addition to those now known or believed to be true with respect to the matters released herein. Plaintiff agrees that the Plaintiff's Release shall remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

(iv) The Plaintiff's Release does not extend: (1) to any claims or actions to enforce this Agreement; (2) to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time; (3) to any claims that cannot lawfully be released as a matter of law; or (4) to Plaintiff's right to communicate with, cooperate with, or participate in investigations conducted by any governmental agency, although Plaintiff waives any right to recover individual monetary relief.

(v) Plaintiff expressly waives and relinquishes all rights and benefits under California Civil Code section 1542, which provides:

> **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.

10. **Confidentiality.** With the exception of requirements related to filing the necessary documents to grant this Agreement, the Parties and their counsel will keep confidential the facts relating to the existence of this Agreement, negotiations leading to the execution of this Agreement, terms of this Agreement, and alleged factual basis for the claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media, or publicize the settlement or communicate its terms in public or in private unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Lawsuit only by name and case number in a declaration establishing adequacy as class or representative counsel.

11. **Acknowledgement of a Fair and Reasonable Agreement.** The Parties arrived at this Agreement after arm's-length negotiations between experienced counsel. Each of the Parties acknowledges, agrees, and believes that this Agreement is fair, adequate, and reasonable. The Parties acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Agreement. Each Party to this Agreement agrees and represents that it has investigated the facts relevant to this Agreement and all matters pertaining thereto to the full extent that each Party deems necessary. The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Lawsuit based on their assessment of the mutual risks and costs of further litigation and assessments of their counsel.

12. **Waiver of Appeal Rights.** By accepting this Settlement and upon the Court granting approval of this Settlement, Plaintiff and Plaintiff's Counsel waive any and all rights that they may have to appeal any judgment, ruling, or order made by the Court. The waiver of appeal also includes all the rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, a motion for relief, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is taken from the approval, the time for the consummation of this Settlement will be suspended until such time as the appeal is finally resolved and approval becomes final.

13. **Duty to Cooperate.** Each Party agrees that it will abide by this Agreement and that the Parties and their counsel will cooperate to effect the implementation of this Agreement. The Parties pledge their good faith and fair dealing in supporting the approval of this Agreement by the Court. If the Parties are unable to reach an agreement on the form or content of any document needed to implement this Agreement or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of the mediator who facilitated the negotiations. If the Parties cannot resolve their dispute with the assistance of the mediator, the Parties may seek the assistance of the Court.

14. **Governing Law and Interpretation.** This Agreement shall be governed in accordance with the laws of the State of California. This Agreement shall be interpreted per the plain meaning of its terms and shall not be strictly interpreted for or against any of the Parties to this Agreement. Given that all the Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, the Parties expressly waive the benefit of any legal principle or rule that provides that the language of a contract should be interpreted against the Party who caused the uncertainty to exist in cases of uncertainty.

15. **Discovery of Documents and Information.** Plaintiff and Plaintiff's Counsel agree that they will destroy all the documents and information provided to them by Defendant during the Lawsuit within sixty (60) calendar days after the completion of the administration of the Settlement. Plaintiff's Counsel agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than for the settlement of the Lawsuit.

16. **Authority to Enter this Agreement.** Each Party represents and warrants that it has the right and authority to execute this Agreement. It is agreed that the Aggrieved Employees are so numerous that it is impossible or impractical to have each member execute this Agreement. It is agreed that this Agreement may be executed on behalf of the Aggrieved Employees by Plaintiff and Plaintiff's Counsel.

17. **Authorization of Counsel.** The Parties' counsel warrant and represent that they are authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate its terms.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile transmission or scanned e-mail transmission and electronic signatures have the same force, validity, and effect as original signatures.

19. **Severability.** If any clause or provision of this Agreement is declared illegal or unenforceable, it shall be modified as minimally as necessary to be enforceable. If the provision cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

20. **Nullification of this Settlement Agreement.** If the Court fails to grant approval, the Parties shall be returned to their original positions as though this Settlement Agreement had never been entered into at all. If any administration costs and expenses are due and payable, the Parties agree to split those costs.

21. **Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the Parties and their agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

22. **Continuing Jurisdiction of the Court.** Pursuant to Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over the Lawsuit and Parties to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

23. **Ownership of the Claims.** The Parties represent that they have not transferred assigned, or purported to transfer or assign, to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

24. **Amendment and Modification.** This Agreement may not be modified, altered, or changed, except by a written instrument signed by either the Parties or their successors-in-interest or counsel for all Parties and approved by the Court.

25. **Admissibility of this Agreement.** Pursuant to Evidence Code section 1123, the Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Agreement.

26. **No Representations.** Except as expressly set forth herein, the Parties acknowledge that no representation of any kind or character has been made to induce the execution of this Settlement Agreement.

27. **Attorneys' Fees.** Except as set forth in this Agreement, each side shall bear its own costs and attorneys' fees.

28. **Escalator Clause.** If it is determined that the number of pay periods within the PAGA Period exceeds 4,160 by more than ten percent (10%) (i.e., exceeds 4,576 pay periods), then, at Defendant's election, Defendant may either: (a) increase the Gross Settlement Amount proportionally for the number of pay periods in excess of 4,576 (i.e., if the total number of pay periods exceeds 4,160 by 11%, the Gross Settlement Amount will increase by 1%); or (b) modify the end date of the PAGA Period so that the PAGA Period ends on the date as of which the number of pay periods reaches 4,576 pay periods, in which event no increase to the Gross Settlement Amount shall be required.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily accept the terms of this Settlement Agreement by affixing their signatures below.

Dated: 10/05/2026

Bernice Haliburton

By: Bernice Haliburton

Dated: October 5, 2026

Justice Law Corporation [Approving as to Form Only]

By:
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Christophr Petersen, Esq.
Attorneys for Plaintiff

Dated: 9/30/2026

HomeLife Senior Care, Inc.

By:
On behalf of HomeLife Senior Care, Inc.

Approved as to Form:

Dated: September 30, 2026

Polsinelli LLP [Approving as to Form Only]

By:
Lindsay David, Esq.
Caitlyn Cox, Esq.
Attorney for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Haliburton v. HomeLife Senior Care, Inc.
Superior Court of California, County of Contra Costa
Case No. C25-02056

Dear [Aggrieved Employee's Name]:

Enclosed with this letter is a settlement check being paid to you pursuant to the settlement of the lawsuit filed in the Superior Court of California, County of Contra Costa, entitled *Haliburton v. HomeLife Senior Care, Inc.*, Case Number C25-02056 ("Lawsuit"). The purpose of this letter is to provide you with basic information about the Lawsuit, reasons why you are receiving the enclosed settlement check, and effect of the settlement on your legal rights.

I. The Lawsuit

On July 17, 2025, Plaintiff Bernice Haliburton ("Plaintiff"), a former employee of Defendant HomeLife Senior Care, Inc. ("Defendant"), commenced this Lawsuit by filing a complaint pursuant to Labor Code section 2698 (Private Attorneys General Act of 2004 ("PAGA")) in the Superior Court of California, County of Contra Costa. The Lawsuit was brought on behalf of the State of California and all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the period from January 20, 2024, through June 2, 2026 ("Aggrieved Employees," and "PAGA Period").

In the Lawsuit, Plaintiff alleged that Defendant violated certain provisions of the Labor Code and sought civil penalties under PAGA on behalf of the State of California and Aggrieved Employees. Defendant unequivocally denies these allegations and maintains that it did not violate the Labor Code. Defendant has not admitted any wrongdoing or liability in connection with this Lawsuit.

The merits of the Lawsuit have not been determined, and no finding of wrongdoing or liability has been made against Defendant. On _____, the Court approved a settlement of the Lawsuit. Defendant elected to resolve this matter to avoid the significant costs, time, and disruption associated with continued litigation.

II. Why This Settlement Check Is Being Sent to You

The settlement approved by the Court involves payment of civil penalties. In accordance with PAGA, sixty-five percent (65%) of the civil penalties paid under the settlement goes to the California Labor and Workforce Development Agency ("LWDA"). The remaining thirty-five percent (35%) of the civil penalties paid under the settlement will be distributed to all the Aggrieved Employees. The enclosed settlement check is being sent to you because you have been identified as an Aggrieved Employee. Receipt of this settlement payment does not constitute a determination that Defendant violated any law or engaged in any wrongdoing.

III. How the Amount of Your Settlement Check Was Determined

The enclosed settlement check was calculated based on the number of pay periods that you worked for Defendant during the PAGA Period relative to all the other Aggrieved Employees.

Your settlement check will remain negotiable for one hundred eighty (180) calendar days after its mailing ("Check Stale Date"). The Check Stale Date is set to occur on _____. If your settlement check is not cashed, deposited, or negotiated within this timeframe, then it will be voided. The uncashed amount will be directed to the California Controller's Unclaimed Property Fund in your name.

IV. Consequences of the Settlement

The Lawsuit was filed exclusively as a representative action under PAGA, which functions as a substitute for an enforcement action by the State of California.

Upon Defendant's funding of the Gross Settlement Amount, Plaintiff, LWDA, and Aggrieved Employees are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all the claims for the PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the operative complaint and PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims"). The Released PAGA Claims include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

The Released Parties include Defendant and its past and present parents, subsidiaries, affiliates, divisions, predecessors, successors, assigns, officers, directors, employees, partners, shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives, if any.

V. Taxation of Your Individual PAGA Payment

You will be issued an IRS Form 1099 in connection with the funds paid to you via the enclosed settlement check. You are solely responsible for all tax obligations attributable to you that may arise as a result of receiving the settlement check. If you have any tax-related questions regarding your receipt of the enclosed settlement check, please direct them your own tax advisor.

VI. Where to Get More Information

Do not call or contact the Court about this letter, settlement, settlement check sent to you, or Lawsuit. If you have questions, you may contact the Administrator _____ at _____.

Dated: INSERT DATE

PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On October 29, 2026, I served the foregoing document described as

SETTLEMENT AGREEMENT

for the following case: **Bernice Haliburton v. HomeLife Senior Care, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-1074397-25**
Court Case No.: C25-02056
Contra Costa County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 29, 2026, at Pasadena, California.

Mariah Anderson