

1 Michael J. Jaurigue (SBN 208123)
2 S. Sean Shahabi (SBN 204710)
3 Rex J. Phillips (SBN 237747)
4 JAURIGUE LAW GROUP
5 300 West Glenoaks Boulevard, Suite 300
6 Glendale, California 91202
7 Telephone: 818.630.7280
8 Facsimile: 888.879.1697
9 service@jlglawyers.com
10 michael@jlglawyers.com
11 sean@jlglawyers.com
12 rex@jlglawyers.com

13 Attorneys for Plaintiff Leticia Cornell on behalf of herself,
14 those similarly situated, and/or aggrieved
15 California-based non-exempt employees

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**

18 LETICIA CORNELL, on behalf of herself,
19 those similarly situated, and/or aggrieved
20 California-based non-exempt employees,

21 Plaintiff,

22 v.

23 FLEMING & BARNES, INC. dba
24 DIMONDALE ADOLESCENT CARE
25 FACILITY; and Does 1 through 100,
26 inclusive,

27 Defendants.

Case No.: 22STCV29152

CLASS ACTION

Assigned For All Purposes to:
Honorable Elaine Lu
Department 9

**DECLARATION OF NORMA AYALA IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 30, 2026
Time: 8:30 a.m.
Dept.: 9

1 **DECLARATION OF NORMA AYALA**

2 I, Norma Ayala, declare as follows:

3 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
4 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
5 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve
6 as the Settlement Administrator for the above captioned *Leticia Cornell v. Fleming & Barnes, Inc. dba*
7 *Dimondale Adolescent Care Facility, et al.* matter. On behalf of both Apex and myself, I possess the
8 authority to issue this declaration. I am personally acquainted with the information contained herein, and
9 in the event of being summoned to provide testimony, I am fully capable and willing to provide competent
10 testimony regarding these facts.

11 2. Apex Class Action’s team has been directly involved with class action administration for a
12 combined 150 years and has successfully managed numerous class action cases during that time. Our
13 team comprises experienced professionals with extensive knowledge of class action settlement
14 administration. In addition, Apex Class Action has the necessary technology and infrastructure to
15 efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to
16 ensure that all aspects of the administration process are executed accurately and efficiently.

17 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the Court
18 to provide notification services and claims administration, pursuant to the terms of the Settlement, in the
19 above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
20 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the Amended
21 Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, in
22 English (referred to as “Class Notice”); (b) receiving and processing Requests for Exclusion; (c) resolving
23 disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants
24 during the Class Period, as stated on their individualized Class Notice; (d) calculating individual
25 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
26 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and
27 other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms
28 of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as

ordered by the Court for Apex to perform.

CLASS DATA AND NOTICE PROCESS

4. On October 29, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel prior to mailing.

5. On October 31, 2025, counsel for Defendant provided Apex with the "Class List." The Class List contained the following information for each Class Member: full name, last known mailing address, Social Security number, and dates worked for Defendant during the Class Period.

6. We uploaded the Class List to our database and conducted a thorough review for duplicates and potential inconsistencies. The Class List comprised 726 individuals who worked a total of 40,943.43 Workweeks. The escalator clause was not triggered.

7. In preparation for the mailing process, all 726 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice.

8. On February 13, 2026, the Class Notice was sent to all 726 individuals listed in the Class List via U.S First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING

9. As of the date of this declaration, our office has received 89 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 89 returned Class Notices in an attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort resulted in obtaining 76 updated addresses, to which we promptly re-mailed the Class Notices via U.S First Class Mail.

10. As of the date of this declaration, 13 Class Notices have been considered undeliverable as no

1 updated address was found as a result of skip tracing.

2 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

3 11. The Response Deadline was March 30, 2026. An extended Response Deadline for Class
4 Member's who received a remailed notice was April 13, 2026.

5 12. As of the date of this declaration, Apex has received one (1) Request for Exclusion submitted by
6 Jasmine Topete. The deadline for submitting a request for exclusion from the Settlement was March 30,
7 2026. A true and correct copy of the Exclusion List is attached as **Exhibit B**.

8 13. As of the date of this declaration, Apex has not received any objections to the Settlement. The deadline
9 for submitting a written objection to the Settlement was March 30, 2026.

10 14. As of the date of this declaration, Apex has not received any disputes from Class Members. The
11 deadline for submitting a dispute was March 30, 2026.

12 15. As of the date of this declaration, Apex reports 725 Participating Class Members, constituting
13 approximately 99.86% of the 726 member Settlement Class. One Class Member timely opted out of the
14 Settlement.

15 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

16 16. The total number of workweeks worked by Participating Class Members during the Class Period
17 is 40,943.43. The Net Settlement Amount available to Participating Class Members is estimated to be
18 (\$334,125.00) and was calculated by subtracting the requested Class Counsel Fees Payment
19 (\$200,000.00), the amount requested for Class Counsel Litigation Expenses Payment (\$23,000.00), the
20 requested Class Representative Service Payment (\$5,000.00), the requested Administrator Expenses
21 Payment (\$9,875.00), and the PAGA Penalties (\$28,000.00) from the Gross Settlement Amount
22 (\$600,000.00).

23 17. The highest Individual Settlement Payment to a Participating Class Member is currently estimated
24 to be approximately \$2,590.42, the average Individual Settlement Payment is currently estimated to be
25 approximately \$460.86, and the lowest Individual Settlement Payment is currently estimated to be
26 approximately \$1.17. These amounts are subject to employee-side tax and withholdings.

27 18. Pursuant to the Agreement, 25% of the PAGA Payment (\$7,000.00) will be allocated to
28 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees

1 cannot opt out of the PAGA settlement. There are 559 Aggrieved Employees who worked a total of
2 14,006 Pay Periods during the PAGA Period.

3 19. The highest Individual PAGA Payment to an Aggrieved Employee is approximately \$42.48, the
4 average Individual PAGA Payment is approximately \$12.52, and the lowest Individual PAGA Payment
5 is approximately \$0.50.

6 **ADMINISTRATION COSTS**

7 20. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
8 and anticipated expenses, amount to \$9,875.00. Apex will proceed with additional tasks related to this
9 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
10 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon
11 by the Parties or ordered by the Court for Apex to undertake.

12 I declare under penalty of perjury under the laws of the State of California and the United States that
13 the foregoing is true and correct, and that this Declaration was executed this 24th day of June 2026, in
14 Irvine, California.

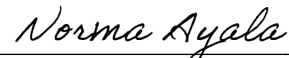
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EXHIBIT A

Cornell v. Fleming & Barnes, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC»

«Full_Name»

«Address_1»

«City», «State» «Zip»

««

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

Leticia Cornell v. Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility, et al. (Case No. 22stcv29152)

The Superior Court of Los Angeles for the State of California (“Court”) authorized this “Class 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 Defendant Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiff Leticia Cornell (“Plaintiff”), a former employee of Defendant. Collectively, Plaintiff and Defendant are referred to as the “Parties.” The Action seeks payment of: (1) Unpaid wages for a class of persons currently or formerly employed by Defendant as non-exempt employees during the period from September 7, 2018 to October 7, 2024 (“Class,” “Class Members,” “Class Period”); and (2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all persons currently or formerly employed by Defendant as non-exempt employees during the period from July 5, 2021 to October 7, 2024 (“Aggrieved Employees” and “PAGA Period”).

The settlement has two (2) main parts: (1) the Class portion of the Settlement requiring Defendant to fund “Individual Class Payments”; and (2) the PAGA portion of the Settlement requiring Defendant to fund “Individual PAGA Payments”.

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholding) and your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT». The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’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 Defendant’s records showing you worked «Work_Weeks» Workweeks during the Class Period and worked «PAGA_Weeks» Pay Periods during the PAGA Period. If you believe you worked more Workweeks and/or PAGA Pay Periods, you can submit a challenge by the deadline date. See Section 4 of this Class Notice. “Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

The Court has already preliminarily approved the Settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Class 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 Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the Settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against Defendant.
2. **Opt Out of the Class portion of the Settlement.** You can exclude yourself from the Class portion of the Settlement (opt out) by submitting the written “Request for Exclusion” or otherwise notifying the Administrator in writing. If you opt out of the Class portion of the Settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendant. Moreover, if you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the Settlement.

Defendant won’t retaliate against you for any actions you take with respect to the 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 Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this Settlement (Released Claims).
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You Can Opt Out of the Class portion of the Settlement but not the PAGA portion of the Settlement The Opt-out Deadline is March 30, 2026	If you don't want to fully participate in the Settlement, you can opt out of the Class portion of the 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 Settlement. See Section 6 of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class portion of the Settlement but not the PAGA portion of the Settlement Written Objections Must be Submitted by March 30, 2026	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the 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 Class Notice.
You Can Participate in the Final Approval Hearing on July 30, 2026.	The Court's "Final Approval Hearing" is scheduled to take place on July 30, 2026. 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 Class Notice.
You Can Challenge the Calculation of Your Workweeks and/or PAGA Pay Periods Written Challenges Must be Submitted by March 30, 2026	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and/or PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Class Notice. See Section 4 of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to: (1) pay minimum wages; (2) pay overtime wages; (3) provide meal period premiums; (4) provide rest period premiums; (5) timely pay final wages; (6) provide compliant wage statements; and (7) comply with the requirements of Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under Labor Code section 2698, *et seq.* (PAGA). Plaintiff is represented by attorneys Michael Jaurique, Sean Shahabi, and Rex Phillips.

Defendant 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?

The Court has made no determination whether Plaintiff or Defendant is correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation. By signing the "Class Action and PAGA Settlement Agreement and Release" ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to the Court's "Final Approval", which means the Court's granting final approval of the Settlement. Both sides agree the Settlement is a compromise of disputed claims. By agreeing to settle, Defendant 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: (1) Defendant agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and 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 Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendant Will Pay \$600,000.00 as the "Gross Settlement Amount". Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, "Class Representative Service Payment", "Class Counsel Fees Payment", "Class Counsel Litigation Expenses Payment", "Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").
 - a. Assuming the Court grants Final Approval, Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days from the Effective Date.
 - b. "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 or the date there is a final dismissal of any proceeding to review the Final Approval, provided that the Final Approval is affirmed and/or not reversed in any part.

2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$200,000 (33% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$23,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$5,000.00 to Plaintiff Leticia Cornell as her Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payment will be the only monies Plaintiff will receive other than her Individual Class Payment and Individual PAGA Payment.
 - c. Up to \$9,875.00 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
 - d. Up to \$28,000 for “PAGA Penalties”, seventy-five percent (75%) of which \$21,000 will be paid to the LWDA as the “LWDA PAGA Payment” and twenty-five percent (25%) of which \$7,000 will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Right to Object. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
4. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their Workweeks.
5. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
 - a. While the Parties 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the Settlement.
6. Need to Promptly Cash Payment Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. 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 the California Controller’s Unclaimed Property Fund (“Fund”) in the name of the Class Member. If the monies represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
7. Requests for Exclusion from the Class portion of the Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by **March 30, 2026**. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s: (a) full name; (b) present address; (c) email address or telephone number; and (d) a simple statement electing to be excluded from the Class portion of the Settlement. Non-Participating Class Members will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.
 - a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.
8. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. The Parties agreed, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company Apex Class Action LLC “Administrator”) to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and PAGA Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Class Notice.
10. Release by Participating Class Members. After the judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement Agreement. This means unless you opted out by validly excluding yourself from the Class portion of

the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its 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 the Settlement Agreement. The Participating Class Members will be bound by the following release:

- a. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the “Released Parties” from all claims that were alleged, or reasonably could have been alleged, in the Action and that occurred during the Class Period. This includes, but is not limited to: (i) failure to pay and/or accurately calculate minimum wages and overtime wages (Violations of Labor Code sections 510, 1194, 1197, and 1198); (ii) failure to provide meal periods or pay premiums in lieu thereof (Violation of Labor Code sections 226.7, 512, and applicable Wage Order); (iii) failure to provide rest periods or pay premiums in lieu thereof (Violation of Labor Code section 226.7 and the applicable Wage Order); (iv) failure to furnish accurate wage statements (Violation of Labor Code section 226); (v) failure to timely pay wages upon termination of employment (Violation of Labor Code sections 201-203); and (vi) violation of Unfair Competition Law (Violation of Business & Professions Code section 17200, *et seq* “Released Parties” means Defendant, and its respective past, present, and future subsidiaries, dba’s, affiliates, parents, predecessors, successors, investors, and their current and former employees, managing agents, Professional Employer Organizations, staffing agencies, servants, consultants, agents, directors, officers, members, independent contractors, representatives, insurers, reinsurers, and attorneys.
11. **Release by Aggrieved Employees.** After the judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Class portion of the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who are Non-Participating Class Members, 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 the Settlement Agreement. The Aggrieved Employees will be bound by the following release:
- a. All Class Members who are 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 claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action and Plaintiff’s “PAGA Notice” (Plaintiff’s June 30, 2022 letter to Defendant and the LWDA) that occurred during the PAGA Period. This includes, but is not limited to: (i) failure to pay overtime; (ii) failure to provide meal periods; (iii) failure to provide rest periods; (iv) failure to pay minimum wages; (v) failure to timely pay wages during employment and upon termination; and (vi) failure to provide complete and accurate wage statements.

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 \$7,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. **Workweek and PAGA Pay Period Challenges.** The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant’s records, are stated on the first page of this Class Notice. You have until **March 30, 2026**, to challenge the number of Workweeks and/or PAGA 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 of this Class Notice has the Administrator’s contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks and PAGA Pay Periods based on Defendant’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 PAGA Pay Period challenges based on your submission and on input from Class Counsel and Defense Counsel. The Administrator’s decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, via first-class United States Postal Service (“USPS”) mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Class Notice has the Administrator’s contact information.**

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

Submit a written and signed letter with your full name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Class portion of the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Leticia Cornell v. Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility, et al.* (Case No.22STCV29152), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The

Administrator must be sent your request to be excluded by **March 30, 2026**, or it will be invalid. Section 9 of the Class 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 the Parties are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court: a motion for Final Approval that includes, among other things, the reasons why the Settlement is fair and a request for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating: (a) the amount Class Counsel is requesting as the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; and (b) the amount Plaintiff is requesting as the Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Class Notice) will send you copies of these documents at no cost to you. You can also view these documents on the Administrator’s website www.apexclassaction.com/flemingandbarnes or the Court’s website <http://www.lacourt.org/casesummary/ui/index.aspx>.

A Participating Class Member who disagrees with any aspect of the Agreement, the motion for Final Approval and/or motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object. The deadline for sending written objections to the Administrator is **March 30, 2026**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Leticia Cornell v. Fleming & Barnes, Inc. dba Dimondale Adolescent Care Facility, et al.* (Case No. 22STCV29152) and include your full name, present address, email address or telephone number, and signature. Section 9 of this Class 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 Class Notice 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 July 30, 2026, at 8:30 a.m. in Department 9 of the Superior Court of California, County of Los Angeles (Spring Street Courthouse), located at 312 North Spring Street, Los Angeles, California 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court’s website for the most current information.

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



9. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, judgment, or any other Settlement documents is to go to Administrator’s website at www.apexclassaction.com/flemingandbarnes. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Court’s website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering Case No. 22STCV29152. You can also make an appointment to personally review court documents in the Clerk’s Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

<u>Class Counsel:</u> Michael J. Jaurigue S. Sean Shahabi Rex J. Phillips Jaurigue Law Group 300 West Glenoaks Boulevard, Suite 300 Glendale, California 91202 (Tel) (818) 630-7280 (Fax) (888) 879-1697 michael@jlglawgroup.com sean@jlglawgroup.com rex@jlglawgroup.com	<u>Administrator:</u> Apex Class Action LLC 18 Technology Drive, Suite 154 Irvine, CA 92618 1-800-355-0700
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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your Settlement check before cashing it, the Administrator will replace it if 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 at 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



**Exclusion List for the Leticia Cornell v. Fleming & Barnes, Inc. dba Dimondale
Adolescent Care Facility, et al matter.**

1. Jasmine Topete APEX ID: 25FMBS774 Date Received: 03/31/2026

PROOF OF SERVICE

I am employed in the County of Los Angeles; I am over the age of eighteen years and am not a party to the within action; and my business address is 300 W. Glenoaks Boulevard, Suite 300, Glendale, California 91202.

On **June 30, 2026**, I served the document(s) described as

**DECLARATION OF NORMA AYALA IN SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on the party (or parties) in this action by delivering a true copy (or copies) addressed as follows:

Kathleen Carter
Jeffrey Gillette
Milton Larry
Irena Sims
Stephanie Martinez
MESSNER REEVES LLP
650 Town Center Drive, Suite 700
Costa Mesa, CA 92626
kcarter@messner.com
jgillette@messner.com
MLarry@messner.com
ISims@messner.com
SMartinez@messner.com
MROCFilings@messner.com

*Attorneys/E-Service Recipients for Defendant
FLEMING & BARNES, INC. DBA
DIMONDALE ADOLESCENT CARE FACILITY*

XXX BY ELECTRONIC MAIL: I caused to be served by electronic transmission (e-mail) to the parties and/or their attorneys of record stated above. The document(s) was/were transmitted by electronic transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed on **June 30, 2026** at Glendale, California.


Amber Adams