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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

ABIGAIL BARCO, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

LIFEWEST NORTHERN CALIFORNIA, a
California corporation; LIFEWEST
SOUTHERN CALIFORNIA, a California
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 24CV03730

Assigned for All Purposes to:
Honorable Kenneth G. English
Courtroom 18

CLASS ACTION

**DECLARATION OF DOUGLAS HAN IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

[Notice of Motion and Motion for Preliminary
Approval; and [Proposed] Order filed
concurrently herewith]

Hearing Date:
Hearing Time:
Hearing Place: Courtroom 18

Complaint Filed: June 24, 2024
FAC Filed: June 27, 2025
Trial Date: None Set

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1. I am an attorney duly licensed to practice law before all courts of California. I am the founding member of Justice Law Corporation. I am the attorney of record for Plaintiffs Abigail Barco and Madison McCrindle (“Plaintiffs,” “Plaintiff Barco,” and “Plaintiff McCrindle”) and the Class in the instant action. I have personal knowledge of the facts set forth below and if called to testify I could and would do so competently.

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1 6. Shunt Tatavos-Gharajeh is a Partner at my office. Shunt received his
2 undergraduate degree from University of California, Los Angeles and earned a Juris Doctor degree
3 from Southwestern University School of Law. Shunt was admitted to practice in California in
4 December 2010. Shunt is admitted to practice in the Courts of California. The focus of Shunt's
5 practice is class action wage-and-hour law. Shunt has worked on multiple class action cases and
6 representative actions that have been granted approval, including *Keles v. The Art of Shaving –*
7 *FL, LLC*, Alameda County Superior Court, Case No. RG13687151; *Esters v. HDB LTD. Limited*
8 *Partnership*, Kern County Superior Court, Case No. S-1500-CV-279879; *Guzman v. International*
9 *City Mortgage, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1502516; *Davidson*
10 *v. Lentz Construction General Engineering Contractor*, Kern County Superior Court, Case No. S-
11 1500-CV-279853; *Betancourt v. Hugo Boss USA, Inc.*, Los Angeles County Superior Court, Case
12 No. BC506988; *Porras v. DBI Beverage, Inc.*, Santa Clara County Superior Court, Case No. 1-14-
13 CV-266154; *Hartzell v. Truitt Oilfield Maintenance Corporation*, Kern County Superior Court,
14 Case No. S-1500-CV-283011; *Navarro-Salas v. Markstein Beverage Co.*, Sacramento County
15 Superior Court, Case No. 34-2015-00174957-CU-OE-GDS; *White v. Pilot Travel Centers,*
16 *LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2013-0009098; *McKinnon v.*
17 *Renovate America, Inc., et al.*, San Diego County Superior Court, Case No. 37-2015-00038150-
18 CU-OE-CTL; *Antoine v. Riverstone Residential CA, Inc.*, Sacramento County Superior Court,
19 Case No. 34-2013-00155974-CU-OE-GDS; *Pina v. Zim Industries, Inc.*, Kern County Superior
20 Court, Case No. S-1500-CV-284498; *Amaya v. Certified Payment Processing*, Sacramento County
21 Superior Court, Case No. 34-2015-00186623-CU-OE-GDS; *Burke v. Petrol Production Supply,*
22 *Inc.*, Kern County Superior Court, Case No. BCV-15-101092; *Ceron v. Hydro Resources-West,*
23 *Inc.*, Kern County Superior Court, Case No. BCV-15-101461; *Chavana v. Golden Empire*
24 *Equipment, Inc.*, Kern County Superior Court, Case No. BCV-16-102796; *De La Torre v. Acuity*
25 *Brands Lighting, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1601800; *Dobbs*
26 *v. Wood Group PSN, Inc.*, Kern County Superior Court, Case No. BCV-16-101078; *Gonzalez v.*
27 *Matagrano, Inc.*, San Francisco County Superior Court, Case No. CGC-16-550494; *Harbabikian*
28 *v. Williston Financial Group, LLC*, Ventura County Superior Court, Case No. 56-2016-

004485186-CU-OE-VTA; *Prince v. Ponder Environmental Services, Inc.*, Kern County Superior Court, Case No. BCV-16-100784; *Ramirez v. Crestwood Operations, LLC*, Kern County Superior Court, Case No. BCV-17-100503; *Reyes v. Halliburton Energy Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-280215; *Rodriguez v. B&L Casing Serve, LLC*, Kern County Superior Court, Case No. S-1500-CV-282709; *Marketstar Wage and Hour Cases*, Alameda County Superior Court, Case No. JCCP004820; *Rodriguez v. Delta Sierra Beverage, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206727-CU-OE-GDS; *Stuck v. Jerry Melton & Sons Construction, Inc.*, Kern County Superior Court, Case No. BCV-16-101516; *Blevins v. California Commercial Solar, Inc.*, Kern County Superior Case, No. BCV-17-100571; *Cisneros v. Wilbur-Ellis Company, LLC*, Kern County Superior Court, Case No. BCV-17-102836; and *Castro v. General Production Service of California, Inc.*, Kern County Superior Court, Case No. BCV-15-101164. Shunt was also certified as class counsel in *Fulmer v. Golden State Drilling, Inc.*, Kern County Superior Court, Case No. S-1500-CV-279707; *Manas v. Kenai Drilling Limited*, Los Angeles County Superior Court, Case No. BC546330; *Nuncio v. MMI Services, Inc.*, Kern County Superior Court, Case No. S-1500-CV-282534; and *Ferrer v. Ameriflex, Inc.*, Riverside County Superior Court, Case No. RIC2002157, cases that were certified after a contested class certification. Shunt is handling class actions pending in California.

7. William Wilkinson is an Associate Attorney at my office. William earned an undergraduate degree in Communication Studies from the University of Iowa. William obtained his Juris Doctor degree from the University of Southern California Gould School of Law. As a law student, William externed for the Honorable John A. Kronstadt in the United States District Court for the Central District of California and for the Honorable Juliana Sherman, Administrative Law Judge in the Equal Employment Opportunity Commission's Hearings Unit. William was admitted to practice law in December 2022 and is presently admitted to practice in all courts of California and before all federal district courts in California. William's practice focuses on wage-and-hour class action and representative PAGA matters. Since joining Justice Law Corporation, William has worked on wage-and-hour class action and representative PAGA matters that have been granted approval, including *Barnes v. UST Select, Inc.*, Butte County Superior Court, Case No.

22CV02939; *Chavez, et al. v. Deckers Outdoor Corporation, et al.*, Santa Barbara County Superior Court, Case No. 23CV04874; *Renteria v. Camfil USA, Inc.*, Kings County Superior Court, Case No. 23CU0143, *Cotton v. Custom Care Logistics, LLC*, Sacramento County Superior Court, Case No. 34-2022-00320283; *Hill v. Virtus Nutrition, LLC, et al.*, Stanislaus County Superior Court, Case No. CV-23-000667; *Harris v. RL Liquidators, LLC*, Sacramento County Superior Court, Case No. 23CV000905; *Rippa v. Cornerstone Deliveries LLC dba Cornerstone Delivery Service*, Riverside County Superior Court, Case No. CVRI2202702; *Moreno v. Southern California Discount Tire Co.*, San Diego Superior County Superior Court, Case No. 37-2022-00050608-CU-OE-CTL; *Estrella v. Western Foods, LLC*, Yolo County Superior Court, Case No. CV2022-0926; *Haro v. Armada Shipping LLC*, Los Angeles County Superior Court, Case No. 22STCV3343; *Santos v. United Aeronautical Corporation*, Los Angeles County Superior Court, Case No. 23STCV24020; and *Zamudio v. Hronis, Inc., at al.*, Kern County Superior Court, Case No. BCV-19-101310. William is working on several wage-and-hour class action and representative PAGA matters pending in courts across California, including *Estrada et al v. Fratelli Beretta USA, Inc. dba Busseto Foods*, Merced County Superior Court, Case No. 24CV-05727; *Mapes v. Nor-Cal Beverage Col, Inc.*, Yolo County Superior Court, Case No. CV2022-1076; *Tran v. Byram Healthcare Centers, Inc.*, Orange County Superior Court, Case No. 30-2023-01309069-CU-OE-CXC; *Jaramillo v. Agendia, Inc.*, Orange County Superior Court, Case No. 30-2023-01321495-CU-OE-CXC; *Garcia v. Deegan Express*, Los Angeles County Superior Court, Case No. 23STCV02604; *Rangel v. Fresh Express Incorporated*, Monterey County Superior Court, Case No. 23CV000859; *Smith v. Novipax LLC*, Los Angeles County Superior Court Case No. 23STCV04784; *Victorino v. All-City Management Services, Inc.*, Los Angeles County Superior Court, Case No 23STCV19464; *Greene v. Baby List, Inc.*, Sacramento County Superior Court, Case No. 23CV008654; *Bailey v. Behavior Genius, LLC*, San Bernardino County Superior Court, Case No. CIVSB2418943; *Meza v. Align Aerospace LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV21803; *Curology, Inc. adv. Gallegos*, San Diego County Superior Court, Case No. 37-2023-00050824-CU-OE-CTL; *Morgan-Todt, Inc. d/b/a United Cold Storage adv. Madkins*, Alameda County Superior Court, Case No. 23CV044570; *Andrade v. Paper Cuts, Inc.*,

1 Los Angeles County Superior Court, Case No. 24STCV24427; *Smiljkovich v. Accutek Packaging*
2 *Equipment Company*, San Diego County Superior Court, Case No. 25CU013309C; *Forst v. Atlas*
3 *Disposal Industries, LLC*, Sacramento County Superior Court, Case No. 25CV004645; and
4 *Herrera v. CalSolar, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV15008.

5 8. At the time of this declaration, the number of Class Members is estimated
6 to be 1,109, which was confirmed by Defendants Lifewest Northern California and Lifewest
7 Southern California (“Defendant”).

8 9. This case involves all hourly-paid, non-exempt employees of Defendant
9 within the State of California at any time during the period from June 24, 2020, through April 20,
10 2025 (“Class,” “Class Members,” and “Class Period”).

11 10. On June 24, 2024, Plaintiff Barco filed a wage-and-hour class action lawsuit
12 in the Superior Court of California, County of Sonoma, alleging violations of: (a) Labor Code
13 sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal
14 period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code
15 sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final
16 wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor
17 Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions
18 Code section 17200.

19 11. After engaging in discovery, investigations, and negotiation, on January 20,
20 2025, the Parties attended mediation with the mediator Mike Ludwig but were unable to negotiate
21 a settlement at the time. After continuing negotiations with the mediator’s assistance, the Parties
22 negotiated a tentative settlement via a mediator’s proposal.

23 12. On February 4, 2025, Plaintiff McCrindle provided written notice to the
24 California Labor and Workforce Development Agency (“LWDA”) and Defendant.¹

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28 ¹ Attached hereto as **Exhibit 3** is a true and correct copy of the email confirmation
evidencing the submission of the notice letter to the LWDA.

1 13. In line with the settlement, on June 27, 2025, Plaintiff Barco filed a First
2 Amended Complaint that adjusted the “class” definition, added Plaintiff McCrindle as a named
3 plaintiff, and added the following cause of action: violation of Labor Code section 2698 (Private
4 Attorneys General Act of 2004 (“PAGA”)).²

5 14. Defendant generally and specifically denies any and all liability or
6 wrongdoing of any sort regarding any of the claims alleged, makes no concessions or admissions
7 of liability, and contends that for any purpose other than settlement, the matter is not appropriate
8 for class or representative treatment. Defendant asserts several defenses against the claims and has
9 denied any wrongdoing or liability arising out of any of the alleged facts or conduct in this matter.

10 15. After initiating this lawsuit, the Parties engaged in discovery. Plaintiffs
11 drafted and propounded special interrogatories and requests for production of documents. The
12 Parties met and conferred and agreed to engage in the informal exchange of information and then
13 eventually attended mediation.

14 16. Defendant produced documents relating to present financial condition and
15 policies, practices, and procedures regarding reimbursement of business expenses, paying hourly-
16 paid and non-exempt employees for all hours worked, and meal and rest breaks along with payroll
17 and operational policies. As part of Defendant’s production, Plaintiffs reviewed time records, pay
18 records, and information relating to the size and scope of the Class, as well as data permitting
19 Plaintiffs to understand the number of workweeks and pay periods within the Class Period.
20 Putative class members were also located and interviewed to attain a better understanding of the
21 extent and frequency of the alleged day-to-day violations. Finally, the Parties discussed
22 Defendant’s current financial condition and recent financial hardships it has been experiencing.

23 17. The Parties agree that the above-described investigation and evaluation, as
24 well as the information exchanged during the settlement negotiations, are more than sufficient to
25 assess the merits of the positions and to compromise the issues on a fair and equitable basis.

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28 ² Attached hereto as **Exhibit 4** is a true and correct copy of the email confirmation
evidencing the submission of the complaint to the LWDA.

1 18. Based on the information provided by Defendant and interviews with
2 putative class members, Plaintiffs contend – and Defendant denies – Defendant failed to provide
3 employees with legally mandated rest breaks. Defendant allegedly failed to maintain code-
4 compliant rest break policies because employees were not informed of their right to leave the work
5 premises to receive duty-free breaks. Defendant’s rest break policies were purportedly not *Brinker*-
6 compliant either because they did not include the necessary “major fraction thereof” language or
7 advise employees of their right to receive additional breaks. Furthermore, employees were
8 supposedly forced to work through most of their rest breaks due to the volume of work they were
9 expected to complete. By extension, the lack of sufficient staffing apparently contributed to the
10 pressures that prevented employees from taking full and timely rest breaks. Finally, despite these
11 violations, Defendant allegedly did not have a policy or practice of paying employees premium
12 wages for noncompliant rest breaks.

13 19. Plaintiffs also assert – and Defendant denies – Defendant failed to provide
14 employees with legally mandated meal breaks. Like rest breaks, Defendant’s meal break policies
15 were allegedly not *Brinker*-compliant because they failed to advise employees of their right to take
16 additional breaks. Moreover, Defendant purportedly failed to permit employees to take duty-free
17 meal breaks, meaning that Defendant’s policies were not code-compliant. Due to the volume of
18 work assigned and overall nature of their jobs, employees were supposedly prevented from taking
19 full and timely meal breaks. By extension, employees who were forced to forgo taking their meal
20 breaks were apparently not given opportunities to take their breaks at later times. These issues with
21 noncompliant meal breaks was allegedly exacerbated by Defendant lacking sufficient staffing,
22 meaning that there were not enough employees available to relieve one another. In fact, Defendant
23 purportedly failed to consistently authorize and permit employees to take additional meal breaks
24 even if they worked the requisite hours. Finally, despite these violations, Defendant supposedly
25 did not have a policy of paying employees premium wages for noncompliant meal breaks.

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1 20. Plaintiffs allege – and Defendant denies – Defendant failed to compensate
2 employees for all hours worked. Firstly, Defendant’s overtime policies allegedly discouraged
3 overtime work because employees had to obtain advanced approval to record overtime hours with
4 the threat of disciplinary action attached. When couples with the volume of work assigned,
5 employees purportedly had no choice but to work additional hours off-the-clock to avoid recording
6 unauthorized overtime hours. Secondly, Defendant supposedly required employees to don and doff
7 their uniforms (*e.g.*, cargo pants, boots, company uniform shirt) before clocking in and after
8 clocking out respectively. Thirdly, Defendant apparently did not have enough timeclocks on the
9 work premises, resulting in a line of employees trying to clock in. This, in turn, allegedly pressured
10 employees into arriving at work earlier than their scheduled shifts to account for this waiting period
11 and to avoid late clock ins. Collectively, this purportedly resulted in several instances of off-the-
12 clock work for which Defendant did not compensate employees.

13 21. Plaintiffs contend – and Defendant denies – Defendant failed to include
14 bonuses into employees’ regular rate of pay for purposes of overtime compensation. Defendant
15 had a policy and practice of paying employees bonuses that were allegedly non-discretionary in
16 nature (*i.e.*, intended to incentivize productivity). Defendant purportedly did not factor these
17 bonuses into employees’ regular rate of pay for overtime compensation purposes since employees’
18 overtime rate was only one and one-half (1.5) times their base hourly rate.

19 22. Plaintiffs assert – and Defendant denies – Defendant failed to reimburse
20 employees for necessary business expenses incurred. Defendant expected employees to purchase
21 tactical boots (\$100), work belts (\$30.00), and stethoscopes (\$100) to effectively perform their
22 duties. Defendant also required employees to use their personal cell phones to communicate and
23 coordinate with coworkers. Despite this, Defendant allegedly did not have a policy or practice of
24 reimbursing employees for incurring these business expenses.

25 23. Plaintiffs allege – and Defendant denies – Defendant is liable for wage
26 statement penalties. Defendant allegedly issued wage statements in violation of Labor Code
27 section 226(a) because of the underlying violations discussed above. Defendant purportedly failing
28 to pay premium wages, compensate employees for all hours worked, and factor non-discretionary

1 bonuses into employees' regular rate of pay resulted in Defendant issuing noncompliant wage
2 statements. This would mean that Defendant's wage statements supposedly failed to include the
3 gross wages earned, net wages earned, and total hours worked. Even if Defendant asserts that its
4 violation of section 226(a) is trivial (which it denies), California courts have held that strict
5 compliance of section 226(a) is what is intended.

6 24. Finally, Plaintiffs contend – and Defendant denies – Defendant is liable for
7 waiting time penalties. Defendant's employees are entitled to back underpaid minimum wages and
8 overtime wages, as well as missed meal and rest break premium wages, thereby triggering waiting
9 time penalties under Labor Code section 203. Thus, Defendant owes wages and compensation for
10 missed meal and rest breaks, as a matter of fact and law. But Defendant intentionally failed or
11 refused to perform an act, which was required to be done, thereby constituting "willful" conduct
12 and justifying "waiting time" penalties under section 203 to former employees.

13 25. Defendant denies the meal and rest break contentions on the grounds that it
14 always maintained compliant policies, provided breaks within proper time frames, and that hourly-
15 paid and non-exempt employees were allowed to use their break times for their own purposes. By
16 extension, Defendant counters that it rarely, if ever, assigned employees heavy workloads, had
17 sufficient staffing, and that supervisors were expected to remind and encourage employees to take
18 their meal and rest breaks. In fact, Defendant argues that employees were always advised of their
19 right to take duty-free meal and rest breaks by leaving the work premises. By extension, Defendant
20 asserts that it always permitted employees to take additional meal and rest breaks if they worked
21 the requisite hours and that several employees waived their right to do so. Defendant contends that
22 whether hourly-paid and non-exempt employees took meal and rest breaks during compliant time
23 frames and were relieved of all duties are questions that can only be resolved by resorting to
24 individualized inquiries. Defendant also asserts that it paid its employees for all hours worked,
25 including overtime wages, minimum wages, and premium wages. Similarly, Defendant attests that
26 it generally approved overtime requests and rarely, if ever, penalized employees for recording
27 unauthorized overtime hours. Defendant also adds that its policies expressly prohibited off-the-
28 clock work, that employees were permitted to don and doff their uniforms on-the-clock, and that

1 it had enough timeclocks on the work premises. Defendant argues that its bonuses were
2 discretionary in nature and should not have been factored into eligible employees' regular rate of
3 pay. Defendant also counters that only some employees were eligible for bonuses, meaning most
4 pay periods were unaffected by the receipt of such payments. Defendant further contends that it
5 reimbursed employees for all necessary business expenses incurred and had in place policies that
6 outlined how employees could request reimbursements. Finally, Defendant argues that any failure
7 to comply with labor laws (which it denies) was an honest mistake made in good faith. Defendant
8 contends that any alleged conduct cannot be deemed "willful" under Labor Code section 203.

9 26. The Parties attended mediation with an experienced mediator. During the
10 mediation, the Parties discussed the risks of continued litigation, certification, and merits of the
11 claims versus the benefits of settlement. The Parties also discussed Defendant's current financial
12 condition and the financial hardships it has been experiencing in recent years. Under the auspices
13 of the mediator, the Parties eventually reached a settlement via a mediator's proposal, the terms of
14 which were memorialized in the Class Action and PAGA Settlement Agreement ("Settlement
15 Agreement," "Settlement," or "Agreement"). Attached hereto as **Exhibit 2** is a true and correct
16 copy of the Settlement Agreement.³

17 27. The Parties agreed that (subject to the Court's approval) this matter be
18 settled and compromised for the non-reversionary sum of \$200,000 ("Gross Settlement Amount")
19 which includes: (a) Class Counsel Fees Payment up to \$66,666.67 (1/3 of the Gross Settlement
20 Amount) to Class Counsel; (b) Class Counsel Litigation Expenses Payment up to \$25,000 for
21 reimbursement of litigation costs and expenses to Class Counsel; (c) Class Representative Service
22 Payment up to \$7,500 to each Plaintiff (totaling \$15,000); (d) Administration Expenses Payment
23 up to \$15,000 to the Administrator; and (e) PAGA Penalties up to \$10,000 to the LWDA and
24 Aggrieved Employees.

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28 ³ Attached hereto as **Exhibit 5** is a true and correct copy of the email confirmation
evidencing the submission of the Settlement Agreement to the LWDA.

1 28. The Settlement Agreement was reached because of arm's-length
2 negotiations. Though cordial and professional, the settlement negotiations have always been
3 adversarial and non-collusive in nature. At the mediation, the Parties' counsel conducted arm's-
4 length settlement negotiations until an agreement was ultimately reached after mediation.

5 29. Plaintiffs and Class Counsel recognize the expense and length of additional
6 proceedings necessary to continue the litigation through trial and any possible appeals. Plaintiffs
7 and Class Counsel considered the uncertainty and risk of further litigation, potential outcome, and
8 difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel also considered
9 Defendant's present financial condition, financial hardships it has been experiencing in recent
10 years. Plaintiffs and Class Counsel conducted settlement negotiations, including formal discovery
11 and mediation. Based on the foregoing, Plaintiffs and Class Counsel believe that the Settlement is
12 a fair, adequate, and reasonable settlement and is in the best interests of the Class Members.

13 30. The Parties investigated and evaluated the strengths and weaknesses of the
14 claims and defenses before reaching the Settlement and engaged in research and discovery to
15 support the Settlement. The Settlement was only possible following significant investigation and
16 evaluation of the relevant policies and practices, as well as the data produced, permitting Class
17 Counsel to engage in a comprehensive analysis of liability and potential damages. This case has
18 reached the stage where the Parties understand "the strength of the case; the reasonableness of the
19 settlement in light of the attendant risks of litigation, and in light of the best possible recovery"
20 sufficient to support the reasonableness, adequacy, and fairness of the Settlement. (*Boyd v. Bechtel*
21 *Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

22 31. The claims are predicated on the alleged: (a) failure to pay overtime wages;
23 (b) failure to pay minimum wages; (c) failure to provide meal and rest breaks and pay applicable
24 premium wages; (d) failure to timely pay wages; (e) failure to issue compliant wage statements;
25 (f) failure to reimburse business expenses; (g) violation of PAGA; and (h) violation of Business &
26 Professions Code section 17200.

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1 32. Defendant vehemently denies the theories of liability. Defendant contends
2 that: (a) all meal and rest breaks were provided in compliance with the law; (b) all wages were
3 paid; (c) all wages were timely paid; (d) wage statements were provided in compliance with the
4 law; and (e) all business expenses were reimbursed. Defendant further contends that any mistakes
5 made (which it denies) were honest rather than willful. Finally, Defendant argues that if litigation
6 were to continue, it feels confident that it would prevail.

7 33. While Plaintiffs believe that the case is suitable for certification,
8 uncertainties with respect to certification are always present. As the California Supreme Court
9 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is
10 always a matter of the trial court's sound discretion. Decisions following *Sav-On Drug Stores, Inc.*
11 have reached different conclusions regarding certification of wage-and-hour claims.⁴

12 34. Defendant produced a sampling of time and pay records and information
13 regarding the estimated number of workweeks and pay periods within the Class Period. Using the
14 information provided, Plaintiffs' expert determined that the number of workweeks within the Class
15 Period was approximately 29,826. Plaintiffs' expert also determined that the average hourly rate
16 of pay during the Class Period was around \$23.18.

17 35. Plaintiffs assert that Defendant failed to provide employees with legally
18 mandated rest breaks and failed to pay employees premium wages. Plaintiffs' expert's analysis of
19 employees' time records revealed that there were around 74,365 shifts eligible for rest breaks.
20 Interviews revealed that heavy workloads, understaffing, and overall work culture allegedly
21 prevented employees from taking compliant rest breaks. Moreover, Defendant purportedly failed
22 to maintain Brinker-compliant or code-compliant rest break policies during the relevant time
23 period. Class Counsel concluded that a twenty percent (20%) exposure on eligible rest breaks was

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25 ⁴ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

1 reasonable. If proven, the exposure for rest break premiums would likely be approximately
2 **\$344,756.14** ((74,365 shifts x 20% violation rate) x \$23.18).

3 36. As for the theories involving meal break violations, Plaintiffs' expert
4 analyzed that there were around 343 shifts that had late meal breaks. It is likely that about half
5 these shifts (172) were not caused by Defendant's improper, uniform practices, meaning
6 employees chose to take late meal breaks rather than being forced to do so. Plaintiffs' expert also
7 determined that there were about 526 shifts between five to six (5-6) hours without recorded first
8 meal breaks and 16,659 shifts between ten to twelve (10-12) hours without recorded second meal
9 breaks, but it is likely that around half these shifts (8,593) either had written waivers or were not
10 caused by Defendant's improper, uniform practices. Finally, Plaintiffs' expert determined that
11 there were about 67,501 shifts greater than six (6) hours without recorded first meal breaks and
12 50,107 shifts greater than twelve (12) hours without recorded second meal breaks. If proven, the
13 exposure for meal break premiums would likely be about **\$2,929,326.14** (126,373 shifts x \$23.18).

14 37. Plaintiffs contend that Defendant failed to compensate employees for all
15 hours worked. Based on a reasonable estimate of 0.75 hours of off-the-clock work per week, an
16 estimate of damages for this claim would likely be about **\$518,525.01** (29,826 workweeks x 0.75
17 hours x \$23.18). If using the overtime rate, as certain shifts exceeded eight (8) hours per day or
18 forty (40) hours per week, the estimated damages for this claim would likely be around
19 **\$777,787.52** (29,826 workweeks x 0.75 hours x \$34.77). This assumption that employees worked
20 around 0.75 hours off-the-clock per week was based on the information collected from interviews.
21 Namely, around seven to twelve (7-12) minutes per day was spent working off-the-clock.

22 38. Plaintiffs also allege that Defendant failed to include non-discretionary
23 bonuses in employees' regular rate of pay for purposes of overtime compensation. Instead,
24 Defendant purportedly only paid overtime wages at one and one-half (1.5) times employees' base
25 hourly rate. According to Plaintiffs' expert's analysis, the total exposure for this regular rate issue
26 would be approximately **\$70,293**.

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1 39. Plaintiffs assert that Defendant failed to reimburse employees for all
2 necessary business expenses. With regards to employees using their personal cell phones, at least
3 thirty percent (30%) of the personal cell phone charges can be attributed to work. Class Counsel
4 asked employees what percentage of their personal cell phone charges were attributed to work,
5 and thirty percent (30%) was the most frequent answer. Using an average monthly charge of \$100,
6 each monthly cost would be around \$30.00 per month. As a result, the amount that must be
7 reimbursed for personal cell phone use is likely about **\$206,490** (6,883 months x \$30.00). With
8 regards to employees purchasing tactical boots (\$100), work belts (\$30.00), and stethoscopes
9 (\$100), the amount that must be reimbursed for these business expenses would be approximately
10 **\$255,070** (1,109 employees x \$230). If proven, the total potential exposure as to this claim is likely
11 approximately **\$461,560**.

12 40. Plaintiffs contend that Defendant issued wage statements in violation of
13 Labor Code section 226(a) and that its exposure to statutory penalties is substantial. If proven, the
14 potential exposure as to this claim is likely about **\$478,800** ($[(1 \times \$50.00) + (10 \times \$100)] \times 456$
15 employees), based on about eleven (11) average pay periods.

16 41. Finally, Plaintiffs allege that Defendant is liable for waiting time penalties.
17 If proven, the potential exposure to this claim is likely about **\$3,966,561.60** (8 hours x \$23.18 x
18 approximately 713 separated employees x 30 days).

19 42. The provisions of the Labor Code potentially triggering PAGA penalties
20 include Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5,
21 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. Defendant asserted
22 that, regardless of the results of the underlying causes of action, PAGA penalties are not mandatory
23 but permissive and discretionary. Defendant maintained that, in addition to the strong arguments
24 against the underlying claims, it had a strong argument that it would be unjust to award maximum
25 PAGA penalties given the law's unsettled state regarding PAGA penalties.

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1 43. Class Counsel calculated penalties under PAGA by multiplying the number
2 of aggrieved employees by the civil penalties that each could be awarded for the Labor Code
3 sections enumerated under Labor Code section 2699.5 that were applicable in this case. Class
4 Counsel then applied discounts in light of the countervailing arguments with regard to the other
5 causes of action, as well as the Court’s power to award “a lesser amount than the maximum civil
6 penalty amount” (Lab. Code, § 2699, subd. (e)(2).) Class Counsel also considered Defendant’s
7 counterarguments about taking reasonable steps to comply with the violations set forth in the
8 written notice sent to the LWDA and that Defendant’s conduct was not knowing or intentional.
9 (*Id.* at §§ 2699(g)-(j).) Finally, Class Counsel considered the Court’s power to reduce the penalties
10 recovered and “limit the evidence to be presented at trial or otherwise limit the scope of any claim
11 filed”. (*Id.* at §§ 2699(o)(p).)

12 44. Given the state of the law and the range of PAGA penalties requested and
13 awarded in courts, it is difficult to determine a reasonable value and exposure for PAGA penalties.
14 Defendant presented a “good faith dispute” to each of the claims, so Plaintiffs estimated the amount
15 of PAGA penalties using the “initial” penalty amount of \$100 under PAGA.⁵ If PAGA penalties
16 are granted on any one of the violations alleged in the operative complaints, the total civil penalties
17 exposure under PAGA could be approximately **\$45,600** (456 employees x \$100 penalty for initial
18 violation) on the low end. Multiplying the PAGA exposure by the number of alleged violations
19 under the theories of recovery under PAGA gives potential civil penalties of around **\$273,600** (456
20 employees x \$100 penalty for initial violation x 6 theories of recovery) on the high end. Regarding
21 stacking, an assumption that the parties should not ignore stacking when calculating penalties
22 under PAGA is subject to challenge. (*Hamilton v. Juul Labs, Inc.* (N.D.Cal. Nov. 16, 2021, No.
23 20-cv-03710-EMC) 2021 U.S.Dist.LEXIS 221416, at *27.) In fact, it has even been ruled that it is
24 possible but highly unlikely plaintiffs “could recover PAGA penalties for each separate type of
25 Labor Code violation.” (*Salazar v. PODS Enters., LLC* (C.D.Cal. May 8, 2019, No. EDCV 19-
26

27 ⁵ A Ninth Circuit ruling suggests there may be no “subsequent” violation until an actual
28 finding of a violation by a Labor Commissioner or court. (*Bernstein v. Virgin Am., Inc.* (9th
Cir. 2021) 990 F.3d 1157, 1172-1173.)

1 260-MWF (KKx)) 2019 U.S.Dist.LEXIS 78001, at *16.) Some courts have even questioned the
2 plausibility of piling penalties on each other for a single substantive wrong. (*Smith v. Lux Retail*
3 *North Am., Inc.* (N.D.Cal. June 13, 2013, No. C 13-01579 WHA) 2013 U.S.Dist.LEXIS 83562, at
4 *9.) Thus, the courts have ruled, “[P]laintiffs may only recover a set of civil penalties for each type
5 of violation.” (*Snow v. UPS* (C.D.Cal. Apr. 1, 2020, No. EDCV 20-025 PSG (AFMx)) 2020
6 U.S.Dist.LEXIS 58317, at *9.)

7 45. The courts have reduced PAGA penalties by about ninety percent (90%)
8 with mitigating circumstances. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 528-
9 529 (affirming trial court’s award of less than 10% of maximum PAGA penalty for meal break
10 violations where the company sought to comply with the law).) To the extent the exposure remains
11 in the hundreds and thousands of dollars, the civil penalties could be “unjust, arbitrary and
12 oppressive, or confiscatory.” In fact, many courts have taken liberties to dramatically reduce the
13 civil penalties. (See e.g. *Viceral v. Mistras Grp., Inc.* (N.D.Cal. Oct. 11, 2016, No. 15-cv-02198-
14 EMC) 2016 U.S.Dist.LEXIS 140759. at *29 [preliminarily approving class action settlement that
15 included a PAGA set-aside of just 0.15 percent of the PAGA claims’ full potential value, where
16 “Plaintiffs face[d] a substantial risk of recovering nothing on either class or PAGA claims”]; *Cotter*
17 *v. Lyft, Inc.* (N.D. Cal. 2016) 193 F.Supp.3d 1030, 1037 [preliminarily approving class action
18 settlement allocating a PAGA set-aside worth a fraction of the PAGA claims’ potential value,
19 where the Defendants’ obligations were “genuinely unclear” and there was no evidence the
20 defendant acted deliberately or negligently failed to learn about its obligations].)

21 46. Plaintiffs recognized the risk that any PAGA award could be reduced. Many
22 of the causes of action brought were duplicative of the statutory claims, such as violations of Labor
23 Code sections 201, 202, 203, 226, 226.7, 510, 512(a), 1194, 1197, 1198, 2800, and 2802. It was
24 arguable whether the Court would award the maximum penalties under the law. Allocating
25 \$10,000 to PAGA civil penalties was reasonable given that Defendant is also paying an additional
26 \$190,000 in the class settlement. When PAGA penalties are negotiated in good faith and “there is
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no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are generally considered reasonable.⁶

47. Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$8,769,821.89** on the low end and around **\$9,029,084.40** on the high end.

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$344,756.14	75%	65%	\$30,166.16
Meal Break Premiums	\$2,929,326.14	65%	65%	\$358,842.45
Overtime/Minimum Wage: Off-the-Clock Work	\$518,525.01 to \$777,787.52	55%	55%	\$105,001.32 to \$157,501.97
Regular Rate	\$70,293	45%	55%	\$17,397.52
Unreimbursed Business Expenses	\$461,560	35%	75%	\$75,003.50
Wage Statement Penalty	\$478,800	75%	75%	\$29,925
Waiting Time Penalty	\$3,966,561.60	75%	75%	\$247,910.10
MAXIMUM TOTAL EXPOSURE	\$8,769,821.89 to \$9,029,084.40			\$864,246.05 to \$916,746.70

48. Based on the rest break theories, Class Counsel believe a seventy-five percent (75%) certification risk and sixty-five percent (65%) merits risk are justified. Defendant allegedly did not have *Brinker*-compliant or code-compliant rest break policies throughout the relevant time period. Moreover, the volume of work that employees were assigned coupled with understaffing purportedly prevented them from taking their rest breaks. This issue with noncompliant rest breaks supposedly extended to Defendant failing to authorize and permit employees to take additional breaks. However, Class Counsel understand that obtaining certification for noncompliant rest breaks due to improper, uniform practices will be difficult since rest breaks are not recorded. In other words, Class Counsel will have to obtain declarations from

⁶ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, (“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims”).).

1 putative class members to prove the existence of improper, uniform practices, which will be
2 difficult and time-consuming. Defendant can also present evidence and testimony at trial to
3 demonstrate that it always maintained compliant rest break policies during the relevant time
4 period. By extension, Defendant's evidence and testimony could also demonstrate that it rarely, if
5 ever, assigned employees heavy workloads, maintained sufficient staffing, and expected
6 supervisors to remind and encourage employees to take their rest breaks. In other words,
7 employees were choosing to forgo taking compliant rest breaks rather than being forced to do so
8 for the above-mentioned reasons. Finally, Defendant may produce evidence and testimony to
9 illustrate that employees waived their right to take rest breaks, including additional breaks.

10 49. Class Counsel also apply a sixty-five percent (65%) certification risk and
11 merits risk based on the meal break theories. Like rest breaks, Defendant allegedly failed to
12 maintain *Brinker*-compliant and code-compliant meal break policies. The volume of work coupled
13 with understaffing purportedly forced employees to forgo taking compliant meal breaks. This issue
14 with meal breaks also supposedly extended to Defendant failing to consistently authorize and
15 permit employees to take additional breaks. But while meal break violations are easier to prove
16 since they are recorded, Class Counsel accept that there are still risks associated with obtaining
17 certification. Class Counsel will need to undertake the lengthy and arduous task of gathering
18 declarations from putative class members to demonstrate that Defendant maintained improper,
19 uniform practices. Defendant may also offset the allegations by admitting evidence and testimony
20 at trial to reveal that it properly advised employees of their right to take full and timely meal breaks,
21 including second breaks, during the onboarding process. By extension, Defendant might even
22 bring in evidence and testimony to argue that it rarely, if ever, assigned employees heavy
23 workloads, was sufficiently staffed, and instructed supervisors to frequently remind and encourage
24 employees to take their meal breaks. This would suggest that employees were electing forgo taking
25 compliant meal breaks rather than being pressured to do so. Defendant can even admit evidence
26 and testimony to illustrate that employees waived their right to take meal breaks.

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1 50. Class Counsel believe the theories regarding unpaid wages due to off-the-
2 clock work warrant a fifty-five percent (55%) certification risk and merits risk. Firstly, Defendant's
3 policies allegedly generally discouraged overtime work and threatened employees with
4 disciplinary action for recording unauthorized overtime hours. Secondly, the amount of work
5 regularly assigned to employees often purportedly forced employees to work additional hours off-
6 the-clock to complete their tasks without recording unauthorized overtime hours. Thirdly,
7 Defendant supposedly expected employees to don and doff their uniforms off-the-clock and failed
8 to maintain enough timeclocks on the work premises. Conversely, there are still risks associated
9 with obtaining certification for off-the-clock work theories that Class Counsel must consider. Since
10 off-the-clock work is not recorded, Class Counsel must undertake the difficult task of collecting
11 declarations from putative class members to prove the occurrence of off-the-clock work.
12 Defendant can also present evidence and testimony to attest that it usually approved overtime
13 requests and rarely, if ever, penalized employees for recording unauthorized overtime hours.
14 Defendant could even produce evidence and testimony to demonstrate that it permitted employees
15 to don and doff their uniforms on-the-clock and maintained sufficient timeclocks on the work
16 premises. Defendant may also bring in evidence and testimony to reveal that it had policies that
17 expressly prohibited off-the-clock work and did not have any knowledge of employees working
18 off-the-clock (which it denies). Defendant's evidence and testimony might also show that if
19 employees complained about not being compensated for all hours worked, Defendant would
20 promptly address the issue.

21 51. Class Counsel believe a forty-five percent (45%) certification risk and fifty-
22 five percent (55%) merits risk for the regular rate theories are appropriate. Defendant would pay
23 employees bonuses that were allegedly non-discretionary in nature. But Defendant purportedly
24 failed to factor these bonuses into employees' regular rate of pay for purposes of overtime
25 compensation. Because the regular rate issues can also be revealed by reviewing employees' wage
26 statements, these theories are readily certifiable, justifying the relatively low certification risk.
27 Defendant can offset these arguments by bringing in evidence and testimony at trial to show that
28 not all employees were eligible for or received such bonuses. Defendant could even introduce

1 evidence and testimony to demonstrate that these bonuses were discretionary in nature, thereby
2 countering the entirety of these allegations. Finally, Defendant's evidence and testimony may also
3 illustrate that these bonuses were rarely paid within the same pay periods as overtime wages.

4 52. Class Counsel believe a thirty-five percent (35%) certification risk and
5 seventy-five percent (75%) merits risk for the unreimbursed business expenses theories are
6 warranted. Defendant expected employees to purchase tactical boots, work belts, and stethoscopes
7 to efficiently perform their duties. Defendant also required employees to use their personal cell
8 phones to communicate and coordinate with coworkers. Despite incurring such business expenses,
9 Defendant allegedly did not have a policy or practice of reimbursing employees. A review of
10 employees' wage statements will also reveal that Defendant rarely, if ever, paid reimbursements,
11 thereby justifying the relatively low certification risk. Conversely, Defendant's evidence and
12 testimony may illustrate that only a few employees were expected to use their personal cell phones
13 for work-related purposes and that such employees were usually provided work phones. Defendant
14 might also present evidence and testimony to reveal that it provided employees with tactical boots,
15 work belts, and stethoscopes at the start of their employments, including replacements when
16 necessary. Defendant can also produce evidence and testimony to reveal that employees who
17 submitted requests to be reimbursed were promptly reimbursed. In other words, if there were
18 instances of employees not being reimbursed (which Defendant denies), it was because employees
19 failed to submit reimbursement requests.

20 53. The Labor Code section 226(a) claims for wage statement penalties is based
21 on the alleged failure to maintain accurate records. Defendant purportedly failed to accurately
22 record all hours worked, failed to pay premium wages for noncompliant meal and rest breaks, and
23 failed to factor non-discretionary bonuses into employees' regular rate of pay. This supposedly
24 resulted in Defendant issuing wage statements that failed to accurately state the total hours worked,
25 gross wages earned, and net wages earned in violation of section 226(a). Defendant's errors (which
26 it denies) most likely did not affect all employees. Section 226(a) claims are also derivative of the
27 above-mentioned claims, meaning Defendant can assert the same defenses and counterarguments.
28 Class Counsel apply a seventy-five percent (75%) certification risk and merits risk.

1 54. Finally, the Labor Code section 203 claim for waiting time penalties is
2 based on the claims for underpaid minimum wages and overtime wages, as well as missed meal
3 and rest breaks. Prevailing on the claims described above will lead to waiting time penalties.
4 Defendant may argue that any failure to pay wages due and owing to employees in a timely manner
5 (which it denies) was not “willful” under section 203 and was an honest mistake made in good
6 faith. Defendant will also presumably assert the same defenses and counterarguments since section
7 203 claims are derivative of the above-mentioned claims. Class Counsel assign a seventy-five
8 percent (75%) certification risk and merits risk.

9 55. The realistic recovery for this case is about **\$864,246.05** on the low end and
10 **\$916,746.70** on the high end. The Gross Settlement Amount is about two percent (2.22%) of the
11 maximum potential exposure and around twenty-two percent (21.82%) of the maximum realistic
12 exposure at trial. This is a reasonable settlement when considering Defendant’s present financial
13 condition and financial hardships that it has been experiencing in recent years.

14 56. The Class is ascertainable and numerous as to make it impracticable to join
15 all Class Members, and there are common questions of law and fact that predominate over any
16 questions affecting any individual Class Member. Plaintiffs contends that, as former hourly-paid,
17 non-exempt employees of Defendant, their claims are typical of the claims of the Class, and Class
18 Counsel will fairly and adequately protect the interests of the Class. Plaintiffs also assert that the
19 prosecution of separate actions by individual Class Members would create the risk of inconsistent
20 or varying adjudications, meaning that a class action is superior to other available means for the
21 fair and efficient adjudication. As discussed below, this case is amenable to class certification.

22 57. This case involves approximately 1,109 Class Members, meaning that the
23 Class is sufficiently numerous.⁷ All Class Members can and will be identified by the Administrator
24 through a review of Defendant’s employment records regarding hourly-paid, non-exempt persons
25 employed during the Class Period.

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28 ⁷ (*Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former employees” is sufficiently numerous].)

1 58. Plaintiffs assert that common issues of fact and law predominate as to each
2 of the claims. Plaintiffs contend that all hourly-paid, non-exempt persons employed by Defendant
3 during the Class Period were subject to the same or similar employment practices, policies, and
4 procedures. All the claims surround the alleged common schemes of: (a) failing to maintain
5 compliant meal and rest break practices; (b) failing to reimburse business expenses; and (c) failing
6 to fully and properly compensate employees for, *inter alia*, all hours worked, overtime work,
7 noncompliant breaks, and associated wage statement and waiting time penalties.

8 59. Plaintiffs are former employees of Defendant. Plaintiffs allege that they and
9 the Class Members were employed by the same company and injured by the common policies and
10 practices related to: (a) noncompliant meal and rest breaks; (b) uncompensated off-the-clock work;
11 (c) improperly calculated overtime wages; (d) unreimbursed business expenses; (e) untimely paid
12 wages; and (f) inaccurate wage statements. Plaintiffs seek relief for these claims and derivative
13 claims on behalf of the Class. The claims arise from the same employment practices and are based
14 on the same legal theories as those applicable to the Class.

15 60. Plaintiffs have proven to be adequate class representatives. Plaintiffs
16 conducted themselves diligently and responsibly in representing the Class Members, understand
17 the fiduciary obligations, and actively participated in the prosecution of this case. Plaintiffs spent
18 time in meetings and conferences with Class Counsel to provide them with a complete
19 understanding of the work experience and environment. Plaintiffs have no interest that is adverse
20 to the interests of the other Class Members.

21 61. The Settlement Agreement is the product of serious, informed, non-
22 collusive negotiations, has no obvious defects, does not grant preferential treatment to Plaintiffs
23 or segments of the Class, and falls within the range of fair and reasonable settlements. I believe
24 that this non-reversionary settlement is in the best interests of the Class as fair, reasonable, and
25 adequate. I recommend the approval of the Settlement Agreement.

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62. The Class Counsel Fees Payment is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they put into this case and the risk they assumed by taking it in the first place. The Class Counsel Fees Payment is also intended to reimburse Class Counsel for all uncompensated work they have done and for all the work they will continue to do following preliminary approval.

63. I am aware that the common and acceptable rate for contingency representation in wage-and-hour class action litigation is normally forty percent (40%) before trial, with the range being from thirty-three and one-third percent (33.3%) up to fifty percent (50%).

64. Class Counsel took this case on a contingent fee basis against a business represented by a reputable defense firm. Accordingly, when taking these cases, we anticipate we shall, if successful, receive a fee that exceeds our normal hourly rate, otherwise the risk is too great to bear. When Class Counsel became involved in this case, we realized the time commitment it would entail, and we were forced to turn down other matters. We were forced to do so because of the thorough factual investigation and development this case required. Collectively, this case claimed a significant portion of Class Counsel's time and attention throughout its pendency.

65. The Class Counsel Fees Payment is reasonable for the services provided to the Class Members and for the benefits they will receive. A full lodestar analysis justifying the Class Counsel Fees Payment will be provided at the Final Approval Hearing. Moreover, an itemized detail of the costs incurred to date and estimated future costs in support of the Class Counsel Litigation Expenses Payment will be provided at the Final Approval Hearing.

66. Plaintiffs will provide declarations in support of the Class Representative Service Payments at the Final Approval Hearing.

I declare that under the penalty of perjury under the laws of California the foregoing is true and correct. Executed on the 6th of November 2025 at Pasadena, California.


Douglas Han

EXHIBIT 1

Cases	Court	Case Number	Judge
Rodney Hoffman v. Blattner Energy Inc.	United States District Court of California Central District	ED CV 14-2195-DMG (DTBx)	Dolly Gee
Nabor Navarro v. Trans-West Intermodal, Inc.	San Bernardino County Superior Court	CIVDS1700850	Brian McCarville
Caryn Rafferty et al. v. Academy Mortgage Corporation	Sacramento County Superior Court	34-2016-00191285-CU-OE-GDS	David Brown
Carrie Baker v. Central Coast Home Health	San Luis Obispo County Superior Court	17CV-0219	Tana Coates
Jamar Farmer v. Cooks Collision, Inc.	Napa County Superior Court	17CV000969	Diane Price
Ricardo Ortega et al. v. Nestle Waters North America, Inc.	Los Angeles County Superior Court	BC623610	Carolyn Kuhl
Landon Fulmer, Jr. et al. v. Golden State Drilling, Inc.	Kern County Superior Court	S-1500-CV0279707-SDS	Stephen Schuett
Carlos McCollum et al. v. Delta Tech Service, Inc.	Solano County Superior Court	FCS049504	Scott Daniels
Carl Morel et al. v. Aseptic Solutions USA Ventures, LLC	Riverside County Superior Court	RIC1711383	Craig Riemer
Genio Chuen v. 911 Mobile Mechanic, LLC	Orange County Superior Court	30-2017-00943421-CU-OE-CXC	Glenda Sanders
Elbren Gentry v. Eugene Burger Management Corporation	Sacramento County Superior Court	34-2015-00182515-CU-OE-GDS	David Brown
Maurice Bunche et al. v. Mettler-Toledo Rainin, LLC	Alameda County Superior Court	RG18899279	Winifred Smith
Carlos Koreisz et al. v. On Q Financial, Inc	Ventura County Superior Court	56-2018-00511 126-CU-OE-VTA	Mark Borrell
Jason Manas et al. v. Kenai Drilling Limited	Los Angeles County Superior Court	BC546330	Daniel Buckley
Michelle Xiong et al. v. Hilltop Ranch, Inc.	Merced County Superior Court	18CV-01340	Brian McCabe
Karen Morgan v. Childtime Childcare, Inc.	United States District Court of California Central District	8:17-cv-01641 AG (KESx)	Andrew Guilford
Daniel Flores v. Wilmar Oils & Fats (Stockton), LLC	San Joaquin County Superior Court	STK-CV-UOE-2018-0012758	Barbara Kronlund
Jordan Dahlberg et al. v. Fresno Beverage Company dba Valley Wide Beverage	Tulare County Superior Court	VCU279083	Bret Hillman
Jorge Proctor v. Helena Agri Enterprises, LLC	San Diego County Superior Court	37-2018-00057894-CU-OE-CTL	Joel Wohlfeil
Christine Arman v. Circoor Aerospace, Inc.	Riverside County Superior Court	RIC1613578	Sunshine Sykes
Anthony Nuncio et al. v. MMI Services, Inc.	Kern County Superior Court	S-1500-CV-282534	David R. Lampe
Mario R. Guerrero et al. v. Plaza Home Mortgage, Inc.	Imperial County Superior Court	ECU001150	L. Brooks Anderholt
Mansour Nije v. Lucira Health, Inc. f/k/a Diassess, Inc.	Alameda County Superior Court	RG20055890	Julia A. Spain
Patricia Alcantar et al v. Bay Equity, LLC	Marin County Superior Court	CIV1903376	James Chou
Efrain Perez v. Freedom Medical, Inc.	San Bernardino County Superior Court	CIVDS1903517	Bryan F. Foster
Beverly Saolom v. Pulmonox Corporation	San Mateo County Superior Court	19-CIV-05070	Nancy Fineman
Matthew Tucker v. BYD Coach & Bus, LLC	Los Angeles County Superior Court	BC698921	Amy Hogue
Jose Duval v. Dawson Oil Company	Sacramento County Superior Court	34-2020-00276862-CU-OE-GDS	Shama H. Mesiwala
Steven DelCorso v. Westland Technologies, Inc.	Stanislaus County Superior Court	CV-20-002807	John R. Mayne
Priscilla Ramirez v. Amphastar Pharmaceuticals, Inc.	San Bernardino County Superior Court	CIVDSZO11327	David Cohn
Jose Zuniga v. Central Valley Concrete, Inc.	Merced County Superior Court	20CV-00490	Brian McCabe
Robert Enriquez v. MCE Corporation	Contra Costa County Superior Court	MSC20-01744	Edward Weil
Amanda Cunningham v. Cottonwood H.C., Inc. dba Cottonwood Post-Acute Rehab	Yolo County Superior Court	CV2021-1375	Daniel M. Wolk
Nguyen Ngo, et al. v. Medimpact Healthcare Systems, Inc.	San Diego County Superior Court	37-2020-00015657-CU-OE-CTL	Keri Katz
Steven Jefferson v. McCormack Baron Management, Inc.	San Francisco County Superior Court	CGC-20-588162	Richard B. Ulmer Jr.
Allen Morgan v. Wehah Farm, Inc dba Lundberg Family Farms	Butte County Superior Court	20CV02554	Stephen E. Benson
Earl Rhodes, et al. v. Cavotec Dabico US Inc., et al.	Orange County Superior Court	30-2021-01177305-CU-OE-CXC	Peter Wilson
Alexandra Pelgrift v. The 21st Amendment Brewery Cafe	San Francisco County Superior Court	CGC-20-585227	Ethan P. Schulman
Beverly Salom, et al. v. Lumentum Operations LLC, et al.	Santa Clara County Superior Court	19CV354198	Sunil R. Kulkarni
Leroy Rost v. Lehigh Hanson, Inc. et al.	San Luis Obispo County Superior Court	20CV-0225	Tana L. Coates
Suleni Itzep, et al. v. Axonics Modulation Technologies, Inc.	Orange County Superior Court	30-2020-01140962-CU-OE-CXC	Lon F. Hurwitz
Earl Gandionco v. Allergan, Inc. et al.	San Joaquin County Superior Court	STK-CV-UOE-2022-0003077	Robert T. Waters
Kris Brehm, et al. v. Platinum Living Services, Inc. dba Oakwood Village	Placer County Superior Court	S-CV-0046296 (Consolidated with S-CV-0046676)	Michael Jones
Jarid Gomez, et al. v. Parker-Hannifin Corporation	Ventura County Superior Court	56-2022-00563952-CU-OE-VTA	Benjamin Coats
Ana Vargas, et al. v. Spates Fabricators, Inc.	Riverside County Superior Court	CVRI2100462	Harold W. Hopp
Jacob Blea v. Pacific Groservice Inc., et al.	Santa Clara County Superior Court	20CV275150	Sunil R. Kulkarni
Anthony Penca v. Sierra Nevada Brewing Co.	Butte County Superior Court	21CV02883	Tamara L. Mosbarger
Armoni Lloyd v. National Warehouse Management, LLC	Kern County Superior Court	BCV-22-102213	David R. Zulfa
Edgar Mata, et al. v. Day-Lee Foods Inc.	Los Angeles County Superior Court	20STCV21663	Kenneth R. Freeman
Samyra McCrea v. Rockridge Market Hall, LLC dba Market Hall Foods, et al.	Alameda County Superior Court	22CV005647	Evelio Grillo
Sarah Chasen, et al. v. Alliance Building Services, LLC (WA)	King County Superior Court	24-2-02041-1	Cindi Port
Joshua King v. Beacon Sales Acquisition, Inc. (WA)	King County Superior Court	22-2-14226-0 SEA	Marshall L. Ferguson

EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Plaintiffs Abigail Barco and Madison McCrindle (“Plaintiff Barco,” and “Plaintiff McCrindle” respectively; collectively “Plaintiffs”) and Defendants Lifewest Northern California and Lifewest Southern California (collectively referred to as “Defendant”). The Agreement refers to Plaintiffs and Defendant as “Parties,” or individually as “Party”.

A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage and hour violations against Defendant captioned *Barco v. Lifewest Northern California et al.* initiated by Plaintiff Barco on June 24, 2024, as amended, and pending in the Superior Court of the State of California, County of Sonoma (Case No. 24CV03730).
2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
4. “Aggrieved Employees” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.
5. “Class” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period.
6. “Class Counsel” means Douglas Han, Shunt-Tatavos-Gharajeh, and William Wilkinson of Justice Law Corporation.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reasonable attorneys’ fees and reimbursement of expenses, respectively, incurred to prosecute the Action.
8. “Class Data” means Class Members’ identifying information in Defendant’s possession, including the Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; (d) number of Workweeks, and (e) and PAGA Pay Periods.
9. “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).
10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Members’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.

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 the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
12. "Class Period" means the period from June 24, 2020, through April 20, 2025.
13. "Class Representatives" means Abigail Barco and Madison McCrindle.
14. "Class Representative Service Payments" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
15. "Court" means the Superior Court of California, County of Sonoma.
16. "Defendant" means Lifewest Northern California and Lifewest Southern California, the named defendants of the Action.
17. "Defense Counsel" means Lindsay David and Sarah Oh of Polsinelli Law Firm.
18. "Effective Date" means fourteen (14) calendar days after the Judgment becomes final and is no longer subject to appeal.
19. "Final Approval" means the Court's order granting final approval of the Settlement.
20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.
21. "Gross Settlement Amount" means \$200,000 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.
22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
24. "Judgment" means the judgment entered by the Court based upon the Final Approval.
25. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive a portion of the PAGA Penalties under Labor Code section 2699, subdivision (m).

26. “LWDA PAGA Payment” means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).
27. “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payments; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. The Non-Participating Class Members that are Aggrieved Employees will remain Aggrieved Employees. In other words, Aggrieved Employees cannot opt out of the PAGA portion of the Settlement and will still be bound by the Released PAGA Claims.
29. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*).
30. “PAGA Notice” means the written notice sent to the LWDA and Defendant on February 4, 2025 providing notice pursuant to Labor Code section 2699.3, subdivision (a).
31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.
32. “PAGA Period” means the period from February 4, 2024, through April 20, 2025.
33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the Aggrieved Employees in settlement of PAGA claims.
34. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. “Plaintiffs” means Abigail Barco and Madison McCrindle, the named plaintiffs in the Action.
36. “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.
37. “Preliminary Approval Hearing” means the Court’s hearing on the Motion for Preliminary Approval of the Settlement.
38. “Released Class Claims” means the claims being released as described in Section E.2. below.

39. “Released PAGA Claims” means the claims being released as described in Section E.3. below.
40. “Released Parties” means Defendants LIFEwest Northern California, LIFEwest Southern California, LIFEwest, Life Medical Holdings, Inc. and their parents, shareholders, members, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents (including any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present, or future officers, directors, and employees), employees, and stockholders.
41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member. Any Class Member that submits a valid Request for Exclusion and is also an Aggrieved Employee, will remain an Aggrieved Employee. In other words, Aggrieved Employees cannot opt out of the PAGA portion of the Settlement and will still be bound by the Released PAGA Claims.
42. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
43. “Settlement” means the disposition of the Action effected by this Settlement Agreement and Judgment.
44. “Workweek” means any week during which a Class Member worked for Defendant for at least one (1) day during the Class Period.

B. RECITALS.

1. On June 24, 2024, Plaintiff Barco filed a wage-and-hour class action lawsuit in the Superior Court of California, County of Sonoma, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.*
2. After engaging in discovery, investigations, and negotiation, on January 20, 2025, the Parties attended mediation with the mediator Mike Ludwig and a mediator’s proposal was issued. Following the mediator’s proposal, Class Counsel requested (and Defense Counsel provided) additional informal discovery. Following the additional informal discovery, the Parties accepted the mediator’s proposal.

3. On February 4, 2025, Plaintiff McCrindle provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.
4. In line with the settlement, on June 27, 2025, Plaintiff Barco filed a First Amended Complaint that adjusted the “class” definition, added Plaintiff McCrindle as a named plaintiff, and added the following cause of action: violation of Labor Code section 2698, *et seq.* (PAGA) (“Operative Complaint”).
5. Defendant denies the allegations in the Operative Complaint and PAGA Notice, denies any failure to comply with the laws identified, and denies any and all liability for the causes of action alleged. Defendant further contends that this case should proceed with litigation, that this case is not suitable for class treatment, and that the PAGA claim is not manageable.
6. The Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Defendant produced documents relating to its present financial condition, policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest break along with payroll, timekeeping, and operational policies. As part of Defendant’s production, Plaintiffs reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiffs to understand the number of Workweeks and PAGA Pay Periods. Plaintiffs also located and interviewed Class Members who worked for Defendant throughout the Class Period. The investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.
7. The Court has not granted class certification.
8. 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 Agreement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendant promises to pay \$200,000 and no more as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any employer-side payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- a. Class Counsel. Class Counsel Fees Payment of \$66,666.67 (1/3 of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of \$25,000.
 - i. Plaintiffs 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 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendant will not oppose requests for these payments provided that do not exceed these amounts.
 - ii. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, hold Defendant harmless, and indemnify Defendant from any dispute or controversy regarding any division or sharing of any of these payments.
 - iii. The Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment.
- b. Plaintiffs. Class Representative Service Payments of \$7,500 to each Plaintiff (totaling \$15,000).
 - i. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. Defendant will not oppose the request for the Class Representative Service Payments that does not exceed this amount.
 - ii. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- c. Administrator. Administration Expenses Payment of \$15,000 except for a showing of good cause and as approved by the Court.
 - i. To the extent that the Administration Expenses Payment is less or the Court approves payment less than \$15,000, the Administrator will retain the remainder in the Net Settlement Amount.

- d. LWDA and Aggrieved Employees. PAGA Penalties of \$10,000 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which (\$6,500) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$3,500) will be allocated to the Aggrieved Employees as their Individual PAGA Payments. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
 - i. An Individual PAGA Payment is calculated by: (a) dividing the thirty-five percent (35%) share of PAGA Penalties (\$3,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period.
 - ii. The Administrator will report the Individual PAGA Payments on IRS Form 1099. The Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- e. Participating Class Members. An Individual Class Payment is 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 during the Class Period.
 - i. Twenty percent (20%) of Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Eighty percent (80%) of Individual Class Payment will be allocated to the settlement of claims for expense reimbursement, interest, and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.
 - ii. The Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods As part of the informal discovery process, Class Counsel analyzed a sampling of time and payroll records and calculated that there are 1,109 Class Members who worked a total of 29,826 Workweeks, and 456 Aggrieved Employees who worked a total of 4,980 PAGA Pay Periods.

2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than the Effective Date.
3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - a. 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 United States Postal Service (“USPS”) mail, postage prepaid. 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. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating Class Members and Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, respectively (including those for whom Class Notices were returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the NCOA.
 - b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall 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.
 - c. For any Class Member whose 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 in the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
 - d. 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 Settlement.

E. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiffs' Release. Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the 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 could have been, alleged based on the facts contained in the Operative Complaint; and (b) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice ("Plaintiffs' Release").
 - a. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. However, Plaintiffs confirm that they are not aware of any work-related injuries or claims at this time.
 - b. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law Plaintiffs now know or believe to be true but agree that Plaintiffs' Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them.
 - c. Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the 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.

2. Release by Participating Class Members. 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 could have been alleged, based on the facts contained in the Operative Complaint and PAGA Notice and that occurred during the Class Period.
 - a. Except as set forth in Section E.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.

3. Release by Aggrieved Employees. All Participating and Non-Participating 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 could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

1. Defendant’s Responsibilities. Due to the financial hardships Defendant has been experiencing in recent years, Defendant and Defense Counsel have provided Plaintiff with relevant information about Defendant’s present financial condition. To the extent that the Court requests copies of any financial information, Plaintiff agrees to file the requested information under seal.
2. Plaintiffs’ Responsibilities. Plaintiffs will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.
 - a. Before or at the Preliminary Approval Hearing, Plaintiffs will submit an order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Administrator; approving the Class Notice; and setting the Final Approval Hearing.
 - b. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment shall be determined by the Court, and the Court’s determination on these amounts shall be final and binding. The Court’s approval or denial of any amount requested for these items are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.
 - c. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice (excluding the requested payments set forth in section C(2) in this Agreement), the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
 - d. Defendant agrees that it will not oppose the Motion for Preliminary Approval of the Settlement Agreement so long as the motion is consistent with the terms of the Settlement Agreement.

3. Responsibilities of Counsel. Class Counsel are responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Court's Preliminary Approval to the Administrator.
4. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement (excluding the requested payments set forth in section C(2) in this Agreement), Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone or email, and in good faith, to modify the Settlement.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator 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 Payment. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.
 - a. No later than fourteen (14) calendar 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 the Class Data omitted Class Members' 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 their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- b. 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 PAGA Pay Periods in the Class Data.
- c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail.
- d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remain 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 remain the Class Notice to the most current address obtained.
- e. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any persons who believe that 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 or email, and in good faith, 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 no later than fourteen (14) calendar days after receipt of Class Notice or deadline dates in the Class Notice, whichever date is later.

5. Requests for Exclusion.

- a. Class Members who wish to exclude themselves from the Class portion of the Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than the Response Deadline.
- b. The Aggrieved Employees that exclude themselves from the Class portion of the Settlement shall still be bound by the PAGA portion of the Settlement, including the Released PAGA Claims.
- c. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- d. 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 susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.
- e. 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 releases under Section E.2. and Section E.3. of this Agreement regardless of whether they receive the Class Notice or object to the Settlement.
- f. 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, Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. of this Agreement and are eligible for an Individual PAGA Payment.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

- a. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
- b. The Class Member may challenge the allocation of Workweeks and PAGA Pay Periods (if any) 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 and PAGA Pay Periods 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 PAGA Pay Periods shall be final and not appealable or susceptible to challenge.
- c. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and PAGA Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

- a. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline.
- b. Participating Class Members may send signed written objections to the Administrator by fax, email, or mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any fact that support the objection; and (iv) include the Class Member's full name, present address, and email address or telephone number.
- c. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments.
- d. Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.

8. Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- a. The Administrator will establish and maintain and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and toll-free telephone number to receive Class Member calls, faxes, and emails.
- b. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) 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.
- c. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge. The Administrator will also promptly review on a rolling basis the Requests for Exclusion to ascertain their validity.

- d. No later than sixteen (16) court days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion received (both valid or invalid); and (vi) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or Court. Class Counsel are responsible for filing the Administrator's declaration(s) in Court.
- e. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar 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 are responsible for filing the Administrator's declaration in Court.

H. ESCALATOR CLAUSE. If it is determined that the number of Workweeks through the Class Period exceeds ten percent (10%) or more of 29,826 (*i.e.*, more than 32,809 Workweeks), then, at Defendant's discretion, either the: (1) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 12%, the Gross Settlement Amount will increase by 2%); or (2) Class Period shall end on the date that the number of Workweeks reaches 32,809 Workweeks.

I. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified by the Administrator exceeds ten percent (10%) of the total of all Class Members, Defendant may, but is not obligated, elect 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 Settlement provided Defendant will remain responsible for paying all settlement administration costs incurred to that point. Defendant must notify Class Counsel and the Court of its selection to withdraw no later than seven (7) calendar days after the Administrator sends the final Weekly Report. A late election will have no effect.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s), Final Approval Order, and Judgment.

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 than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (excluding the requested payments set forth in section C(2) in this Agreement), then the Parties will work together to address the Court's issues to obtain Final Approval. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the Settlement will be null and void, and the Parties reserve their rights with respect to the prosecution and defense of this Action.
3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, 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 Settlement will be suspended until such time as the appeal is finally resolved and Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
4. 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, this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's issues and to obtain Final Approval and entry of Judgment. The Parties agree that the Court's reduction of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments do not constitute material modifications. The Parties will share any additional administration costs reasonably incurred after the remitter on a 50-50 basis.
5. Continuing Jurisdiction of the Court. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to jointly submit an amended judgment.

L. ADDITIONAL PROVISIONS.

1. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval is filed, Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree that 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: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing

authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Until the Motion for Preliminary Approval is filed, Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with a 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 section does not restrict Class Counsel’s communication with Class Members in accordance with Class Counsel’s ethical obligations owed to the Class.

2. 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. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Agreement only. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant’s defenses. This Agreement and the Parties’ willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).
3. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 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. No later than ninety (90) calendar 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, Plaintiffs 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 destructions, of Class Data.
4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiffs and Defendant 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.
6. No Solicitation. The Parties separately agree that they and their 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 section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to the Class.
7. No Prior Assignments. The Parties separately represent and warrant 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.
8. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
9. No Tax Advice. Neither Plaintiffs, 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.
10. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If 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.
11. 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. 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 the Party was the drafter or participated in the drafting.
13. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
14. 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.

15. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
16. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
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 U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Douglas Han
Shunt Tatavos-Gharajeh
William Wilkinson
Justice Law Corporation
751 North Fair Oaks Avenue, Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com
wwilkinson@JusticeLawCorp.com

To Defendant: Lindsay David
Sarah Oh
Polsinelli Law Firm
2049 Century Park East, Suite 2900
Los Angeles, California 90067
(Tel) (310) 556-1801
(Fax) (310) 556-1802
ldavid@polsinelli.com
soh@polsinelli.com

18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, 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.
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. Pursuant to Code of Civil Procedure section 583.330 and upon the signing of this Agreement, the Parties further agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 10/17/2025

Abigail Barco

By: 

Dated: _____

Madison McCrindle

By: _____

Dated: 10/20/2025

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiffs

Dated: _____

Lifewest Northern California

By: _____
On behalf of Lifewest Northern California

Dated: _____

Lifewest Southern California

By: _____
On behalf of Lifewest Southern California

Dated: _____

Polsinelli Law Firm [Approving as to Form Only]

By: _____
Lindsay Daivd, Esq.
Sarah Oh, Esq.
Attorneys for Defendant

Dated: _____

Abigail Barco

By: _____

Dated: 10/17/2025

Madison McCrindle

By: *Madison McCrindle*

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiffs

Dated: _____

Lifewest Northern California

By: _____
On behalf of Lifewest Northern California

Dated: _____

Lifewest Southern California

By: _____
On behalf of Lifewest Southern California

Dated: _____

Polsinelli Law Firm [Approving as to Form Only]

By: _____
Lindsay Daivd, Esq.
Sarah Oh, Esq.
Attorneys for Defendant

Dated: _____

Abigail Barco

By: _____

Dated: _____

Madison McCrindle

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
William Wilkinson, Esq.
Attorneys for Plaintiffs

Dated: 10/20/25

Lifewest Northern California

By: _____

On behalf of Lifewest Northern California
SEAN SULLIVAN, CEO

Dated: 10/20/25

Lifewest Southern California

By: _____

On behalf of Lifewest Southern California
SEAN SULLIVAN, CEO

Dated: _____

Polsinelli Law Firm [Approving as to Form Only]

By: _____

Lindsay Daivd, Esq.
Sarah Oh, Esq.
Attorneys for Defendant

Dated: _____

Abigail Barco

By: _____

Dated: _____

Madison McCrindle

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

William Wilkinson, Esq.

Attorneys for Plaintiffs

Dated: _____

Lifewest Northern California

By: _____

On behalf of Lifewest Northern California

Dated: _____

Lifewest Southern California

By: _____

On behalf of Lifewest Southern California

Dated: October 30, 2025

Polsinelli Law Firm [Approving as to Form Only]

By: _____

Lindsay Daivd, Esq.

Sarah Oh, Esq.

Attorneys for Defendant

EXHIBIT A

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

Barco v. Lifewest Northern California et al. (Case No. 24CV03730)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.

You may be eligible to receive money from a class action lawsuit ("Action") that was filed against your current or former employer Lifewest Northern California and Lifewest Southern California ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiffs Abigail Barco and Madison McCrindle ("Plaintiffs"). Each of the claims is disputed by Defendant and the Court has not made any ruling on whether or not Plaintiff is correct. However, rather than fight this matter in Court, the Parties decided to settle and reached a settlement. The settlement contains two components: (1) a class settlement that will be distributed to Class Members; and (2) a PAGA settlement that will be distributed to Aggrieved Employees. Everyone receiving this notice is a Class Member but only some of you are Aggrieved Employees.

(1) Class Members are defined as all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from period from June 24, 2020, through April 20, 2025 ("Class," "Class Members," "Class Period"); and

(2) Aggrieved Employees are defined as all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from February 4, 2024, through April 20, 2025 ("Aggrieved Employees" and "PAGA Period").

On [REDACTED], the Honorable Kenneth G. English of the Sonoma County Superior Court preliminarily approved this class action and PAGA settlement. As part of the settlement process, the Court requires the Parties to provide notice and details of the proposed settlement to Class Members and Aggrieved Employees. **You have received this notice because Defendant's records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you opt out of the settlement by following the procedures described below, you will be deemed to be participating in this lawsuit ("Participating Class Member") and if the Court grants final approval of the settlement, bound by the terms of the settlement and mailed a check for your share of the settlement. Prior to granting final approval of the settlement, the Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement. This hearing will be held at [REDACTED] on [REDACTED] in Courtroom 18 of the Sonoma County Superior Court located at 3055 Cleveland Avenue, Santa Rosa, California 95403.

Please also note that the Final Approval Hearing may be rescheduled by the Court to another date and/or time. Please visit the Administrator's website [REDACTED] for any scheduling changes.

If you move before you receive your settlement check, you must send the Administrator (whose contact information can be found below) your new address, otherwise you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Administrator.

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).
You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement The Opt Out Deadline is [REDACTED]	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 will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section VI 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 [REDACTED]	All 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 Plaintiffs. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action alleges that Defendant violated state wage and hours by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Plaintiffs also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiffs are represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and William Wilkinson of Justice Law Corporation.

While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe that the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members. Defendant has denied, and continues to deny, the factual and legal allegations in the case. Defendant believes that the claims are without merit and believes that it has valid defenses. Defendant also believes that Plaintiffs would be unable to certify a class in this action and that it would prevail on the merits should this case proceed to trial. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case to minimize the legal and business costs associated with ongoing litigation.

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

The Court has made no determination whether Plaintiffs or Defendant is correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating a settlement to 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 (“Settlement Agreement,” “Settlement,” or “Agreement”) and agreeing to jointly ask the Court to enter a judgment concluding the Action and enforcing the Settlement Agreement, the Parties negotiated a settlement that is subject to the Final Approval. Both sides agree that the settlement is a compromise of disputed claims. Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Defendant Will Pay the Gross Settlement Amount of \$200,000. 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 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, 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 and all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than the Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount and all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons.
 - b. “Effective Date” means fourteen (14) calendar days after the Judgment becomes final and is no longer subject to appeal.

2. Deductions from Gross Settlement Amount. As stated above, Plaintiffs and Defendant have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$200,000. The Gross Settlement Amount is inclusive of the following amounts that the Court will decide on at the Final Approval Hearing:
 - a. Up to \$66,666.67 (1/3 of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$25,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$7,500 to each Plaintiff (totaling \$15,000) as their Class Representative Service Payments for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - c. Up to \$15,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
 - d. Up to \$10,000 for PAGA Penalties, sixty-five percent (65%) of which (\$6,500) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$3,500) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Net Settlement Amount Distributed to the Participating 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 the Participating Class Members based on their Workweeks.
4. 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 expense reimbursement, interest, and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer-side 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 Form 1099.
 - 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.

5. 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 settlement 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 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.
6. Requests for Exclusion from the Class Portion of the Settlement. 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. 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.
7. Right to Object. Participating Class Members have the right to object to the Settlement, including the settlement payments. The Court will consider all objections.
8. The 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 ILYM Group, Inc. ("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, 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 IX of this Class Notice.
10. Release by Participating Class Members. After Defendant has fully funded the Gross Settlement Amount and separately paid all employer-side payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. 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 could have been alleged, based on the facts contained in the Operative Complaint and PAGA Notice and that occurred during the Class Period.

- b. Except as set forth in Section E.3. of the 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.
- 11. Release by Aggrieved Employees. After Defendant has fully funded the Gross Settlement Amount and separately paid all employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant even if they exclude themselves from the Settlement. The Aggrieved Employees will be bound by the following release:
 - a. All Participating and Non-Participating 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 could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period.

IV. 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 during the Class Period; and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$3,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Estimated Payments. Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. 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.
4. Estimated Workweeks and Pay Periods. The above estimates are based on Defendant's records showing that you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

5. Workweek / PAGA Pay Period Challenges. You have until [REDACTED] 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 IX 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/or 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/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

V. 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 IX of this Class Notice has the Administrator's contact information.**

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name, present address, email address or telephone number, and simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Barco v. Lifewest Northern California et al.* (Case No. 24CV03730), 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 [REDACTED], or it will be invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and/or Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. 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 *Barco v. Lifewest Northern California et al.* (Case No. 24CV03730) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney 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 VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Courtroom 18 of the Sonoma County Superior Court located at 3055 Cleveland Avenue, Santa Rosa, California 95403. 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, Plaintiffs, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

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

IX. 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 [REDACTED]. You can also telephone or send an email to Class Counsel or Administrator using the contact information listed below or consult the Court's website by going to <https://sonoma.courts.ca.gov/online-services/case-portal> and entering the Case No. 24CV03730. You can also go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Douglas Han
Shunt Tatavos-Gharajeh
William Wilkinson
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751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
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Defense Counsel:

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Los Angeles, California 90067
(Tel) (310) 556-1801
(Fax) (310) 556-1802
ldavid@polsinelli.com
soh@polsinelli.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. 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.

XI. 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 3



Justice Law Corporation <info@justicelawcorp.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "info@justicelawcorp.com" <info@justicelawcorp.com>

Tue, Feb 4, 2025 at 12:06 PM

2/4/2025

LWDA Case No. LWDA-CM-1077788-25
Law Firm : Justice Law Corporation
Plaintiff Name : Madison McCrindle
Employer: Lifewest Northern California dba Lifewest Ambulance Service
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4



Justice Law Corporation <info@justicelawcorp.com>

Thank you for your Court Complaint Submission.

DIR PAGA Unit <no-reply@formassembly.com>
To: info@justicelawcorp.com

Wed, Jul 9, 2025 at 11:21 AM

07/09/2025 11:21:34 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 5



Justice Law Corporation <info@justicelawcorp.com>

Thank you for your Proposed Settlement Submission

no-reply@formassembly.com <no-reply@formassembly.com>

Thu, Nov 6, 2025 at 11:52 AM

To: info@justicelawcorp.com

11/06/2025 11:52:31 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/06/2025 11:52:31 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1077788-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

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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, California 91103 and my electronic service address is dmather@justicelawcorp.com.

On November 6, 2025, I served the foregoing document described as

**DECLARATION OF DOUGLAS HAN IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

for the following case: **Barco v. Lifewest Northern California, et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-1077788-25**
Court Case No.: 24CV03730
Sonoma 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

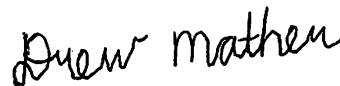
[X] BY ELECTRONIC SUBMISSION

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 November 6, 2025, at Pasadena, California.



Drew Mather