SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BRIDGET DARLENE SLANE, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General, Plaintiff, vs. REEF, INC. DBA HOMEWATCH CAREGIVERS OF YORBA LINDA, a California corporation; HOMEWATCH CAREGIVERS, LLC, a Colorado Corporation, and AUTHORITY BRANDS, INC., a Delaware Corporation and DOES 3 through 50, inclusive, Defendants.	Case No.: 30-2022-01272718-CU-OE-CXC *Assigned for all purposes to the Hon. Melissa R. McCormick , Dept. CX104* **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: October 24, 2024 Time: 2:00 p.m. Dept: CX104 Complaint Filed: July 28, 2022 1st Am. Comp. Filed: September 20, 2022 Trial Date: None

[PROPOSED] ORDER

The Motion of Plaintiff Bridget Darlene Slane ("Plaintiff") for Preliminary Approval of Class and PAGA Action Settlement ("Motion") came regularly for hearing before this Court on October 24, 2024. The Court, having considered the proposed Joint Stipulation of Class and PAGA Action Settlement ("Settlement" or "Settlement Agreement" or "Agreement") attached as **Exhibit A** to this [Proposed] Order; the Supplemental Declaration of Carlos Jimenez and Exhibits attached thereto; the Further Supplemental Declaration of Carlos Jimenez and Exhibits attached thereto; the First Amendment to Settlement Agreement attached as **Exhibit B** to this [Proposed] Order; the Second Amendment to Settlement Agreement attached as **Exhibit C** to this [Proposed] Order; the Class Notice attached as **Exhibit D** to this [Proposed] Order, the certified Spanish Class Notice attached as **Exhibit E** to this [Proposed] Order; having considered Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. The Court GRANTS preliminary approval of the class action settlement as follows:

   a. Gross Settlement Amount of $175,000.00;
   b. $5,000.00 for Plaintiff's enhancement payment (not to exceed);
   c. $61,250.00 for attorneys' fees (not to exceed 35% of gross settlement amount);
   d. $15,000.00 for litigation costs (not to exceed);
   e. $8,467.00 for settlement administration costs (not to exceed); and
   f. $10,000.00 total PAGA penalties ($7,500.00 to the LWDA and $2,500.00 to the PAGA Members).

2. The Court GRANTS preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing. All terms used herein shall have the same meaning as defined in the Settlement Agreement. For purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in

questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following settlement Class:

> All current and former non-exempt employees of Defendants Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc. (collectively "Defendants") employed in the state of California at any time between April 1, 2019 and July 3, 2023.

3. For purposes of the Settlement only, the Court designates Plaintiff Bridget Darlene Slane as the Class Representative and designates Protection Law Group, LLP as Class Counsel.

4. The Court designates ILYM Group, Inc. as the third-party Settlement Administrator.

5. The Parties are ordered to implement the Settlement according to the terms of the Settlement Agreement.

6. The Court approves, as to form and content, the Notice of Class and PAGA Action Settlement ("Class Notice") attached as **Exhibit D** to this [Proposed] Order and the certified Spanish Class Notice attached as **Exhibit E** to this [Proposed] Order.

7. The Court finds that the form of notice to the Class regarding the pendency of the Action and of the Settlement, the dates selected for mailing and distribution, and the methods of giving notice to members of the Class, satisfy the requirements of due process, constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all members of the Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court §§ 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

8. The Court further approves the procedures for Class Members to opt-out of or object to the Settlement or workweek disputes, as set forth in the Class Notice, the Settlement Agreement, and the First Amendment to Settlement Agreement. The procedures and requirements for filing objections in connection with the final fairness hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement or workweek disputes, in accordance with the due process rights of all Class Members.

9. The Court directs the Settlement Administrator to mail the Class Notice to the members of the Class in accordance with the terms of the Settlement.

10. The Class Notice shall provide 60 calendar days' notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) for Class Members to submit disputes, optout of, or object to the Settlement.

11. The hearing on Plaintiff's Motion for Final Approval of Settlement on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX104 of this Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701 on March 20, 2025, at 2:00 p.m.

12. At the Final Fairness hearing, the Court will consider: (a) whether the Settlement should be approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for service payments, settlement administration costs, and Class Counsel's attorneys' fees and costs, should be granted.

13. Counsel for the Parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of Plaintiff's application for service payments, settlement administration costs, Class Counsel's attorneys' fees and costs, prior to the hearing on Plaintiff's Motion for Final Approval of Settlement according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

14. An implementation schedule is below:

Event	**Date**
Defendants to provide class contact information and tax rate information to the Settlement Administrator no later than:	November 7, 2024 or ______________________ ___________________________
Settlement Administrator to mail the Class Notice to the Class Members no later than:	November 21, 2024 or _______________________ ________________________
Deadline for Class Members to submit disputes, request	January 21 , 2025 or _____

exclusion from, or object to the Settlement:	______________________________
Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement:	February 26, 2025
Hearing on Motion for Final Approval of Settlement: (suggested date: March 20, 2025)	March 20, 2025 at 2:00 pm

15. Pending the Final Fairness hearing, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court hereby enjoins Plaintiff and all members of the Class from filing or prosecuting any claims, or suits regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

DATED: ______________________ By: ____

Hon. Melissa R. McCormick
JUDGE OF THE SUPERIOR COURT

Exhibit "A"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BRIDGET DARLENE SLANE, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General, Plaintiff, vs. REEF, INC. DBA HOMEWATCH CAREGIVERS OF YORBA LINDA, a California corporation; HOMEWATCH CAREGIVERS, LLC, a Colorado Corporation, and AUTHORITY BRANDS, INC., a Delaware Corporation and DOES 3 through 50, inclusive, Defendants.	Case No.: 37-2022-01272718-CU-OE-CXC *Assigned for all purposes to the Hon. Peter Wilsons, Dept. CX101* **JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT** Complaint Filed: July 28, 2022 Trial Date: None Set

<u>JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT</u>

This Joint Stipulation of Class and PAGA Action Settlement is entered into by and between Plaintiff Bridget Darlene Slane ("Plaintiff"), individually and on behalf of all other similarly situated and alleged aggrieved employees, and as a representative of the State of California on the one hand, and Defendants Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc. (collectively "Defendants") on the other hand in the lawsuit entitled *Slane v. Reef, Inc. dba Homewatch Caregivers of Yorba Linda, et al.*, filed in the Orange County Superior Court, Case No. 37-2022-01272718-CU-OE-CXC. Plaintiff and Defendants shall be, at times, collectively referred to as the "Parties." This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

DEFINITIONS

1. "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action and PAGA Settlement.

2. "Action" means the court action entitled "*Bridget Darlene Slane v. Reef, Inc. dba Homewatch Caregivers of Yorba Linda, et al.*, Orange County Case No. 37-2022-01272718-CU-OE-CXC, initiated on or around July 28, 2022, as well as the claims asserted in Plaintiff's correspondence of July 1, 2022 to the Labor and Workforce Development Agency seeing penalties against Defendants for violations under the California Labor Code under the Private Attorneys General Act of 2004 (hereinafter the "LWDA Letter.").

3. "Class Counsel" means the law firm of Protection Law Group LLP, including but not limited to Heather Davis, Amir Nayebdadash and Carlos Jimenez, representing Plaintiff and the Putative Class. The term "Class Counsel" shall be used synonymously with the term "Plaintiff's Counsel."

4. "Class Counsel's Fees and Costs" means attorneys' fees for Class Counsel's litigation and resolution of the Action and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys' fees not to exceed thirty-five (35%) of the Gross Settlement Amount, *i.e.* Sixty-One

Thousand Two Hundred Fifty Dollars and No Cents ($61,250.00) and the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, not to exceed Fifteen Thousand Dollars ($15,000.00), subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of reasonable costs and expenses in the amount set forth above.

5. "Class List" means a complete list of all Class Members that Defendants will in good faith compile from their records and provide to the Settlement Administrator within Fourteen (14) calendar days after service of the Order granting Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member's: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)); (6) total Workweeks during the Class Period; (7) total Workweeks during the PAGA Period; and (8) any other reasonable information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. "Class" or "Class Members" means all current and former non-exempt employees of Defendants employed in the state of California at any time during the Class Period.

7. "Class Period" means the period from April 1, 2019 through and ending on the earlier of ninety (90) days following the execution of this stipulation by both Parties or the date of Preliminary Approval of the Settlement by the Court.

8. "Class Representative" means Plaintiff Bridget Darlene Slane in her capacity as a representative of the Class Members.

9. "Class Representative Enhancement Payments" means the amount that the Court authorizes to be paid to Plaintiff in addition to her Individual Settlement Payment, as that term is defined in Paragraph 17, in recognition of the effort and risk she has taken in assisting with the prosecution of the Action and in exchange for a General Release of her claims as provided herein.

10. "Court" means the Superior Court of the State of California for the County of Orange.

11. "Defendants" means Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc.

12. "Effective Date" means the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, and the objection does not alter the Court's order granting Final Approval, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement, shall be referred to as the "Effective Date." Plaintiff and Plaintiff's counsel waive all right to appeal the Final Approval Order.

13. "Employer Taxes" means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

14. "Final Approval" means the date of final affirmation of the Court's signed Order and Judgment granting final approval of this Settlement.

15. "General Release" means the broader release of all claims by Plaintiff in the Action, which is in addition to Plaintiff's release of claims as a Participating Class Member.

16. "Gross Settlement Amount" means the sum of One Hundred Seventy-Five Thousand Dollars and Zero Cents ($175,000.00) which shall be paid by Defendants into a Qualified Settlement Fund (QSF). The Gross Settlement Amount is non-reversionary, no portion of the Gross Settlement Amount will return to Defendants and includes: (1) payments to the Class, (2) Class Counsel's fees, (3) Class Counsel's costs, (4) Settlement Administration Costs, (5) Class Representative Enhance Payment to Plaintiff; and (6) the PAGA Payment to the LWDA and PAGA Members. The Gross Settlement Amount is exclusive of employer's share of any applicable payroll taxes, and any such employer-side payroll taxes shall be paid by Defendants separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount plus any applicable employer-side payroll taxes shall be the maximum amount Defendants are required to pay under the Settlement. In the event that the consideration due under this Agreement is not paid, then the

Settlement is voidable at the option of Plaintiff. Payment shall be made per the terms of this Agreement. If the Agreement is voided, then the time for Plaintiff to bring class and/or aggrieved employee claims, will be tolled from the date that this Agreement is fully executed.

17. "Individual Settlement Payment" means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement Payments shall be paid by a Settlement Check made payable to Participating Class Members and/or PAGA Members.

18. "Net Settlement Amount" means the funds available for payments to the Class, which shall be amount remaining after the following amounts are deducted from the Gross Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the PAGA Payment to the LWDA and PAGA Members.

19. "Notice" means the Notice of Class Action Settlement in a form substantially similar to the form attached hereto as **Exhibit A**, in both English and Spanish, that will be mailed to Class Members' last known addresses, and which will provide Class Members with information regarding the Action and information regarding the settlement of the Action.

20. "PAGA" means the California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq*., "PAGA").

21. "PAGA Payment" means the payment to the State of California Labor and Workforce Development Agency ("LWDA") for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA and payments to the PAGA Members of their (25%) share of the total amount allocated toward penalties under the PAGA, all of which are to be paid from the Gross Settlement Amount. The Parties have agreed that Ten Thousand Dollars and Zero Cents ($10,000.00) of the Gross Settlement Amount will be allocated toward penalties under the PAGA of which Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) will be paid to the LWDA and Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) will be distributed to PAGA Members on a pro rata basis based on Workweeks worked by the PAGA

Members within the PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to participate in the class action if the PAGA Payment is approved by the Court.

22. "PAGA Period" means the period from July 1, 2021, through and ending on the date of Preliminary Approval of the Settlement by the Court.

23. "PAGA Members" means Class Members who were employed by Defendants during the PAGA Period.

24. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either Plaintiff or Defendants, individually.

25. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion. No claim form is required for a Class Member to become a Participating Class Member.

26. "Plaintiff" means Bridget Darlene Slane.

27. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

28. "Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response Deadline and include: (a) the objector's full name, signature, address, telephone number, the approximate dates of employment at Defendants in California, last four digits of the Class Member's social security number or employee ID number; (b) the case name and number; (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection; (d) copies of any papers, briefs, or other documents upon which the objection is based, if any; and (e) a statement describing whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel at the Class Member's expense.

29. "Released Class Claims" means all federal, state and local law claims, rights, demands, liabilities, and causes of action, asserted in any of the complaints filed in the Action, and all claims that could have been asserted in the Action arising from the same alleged facts or in any

PAGA letter sent by Plaintiff to the LWDA during the Class Period, including causes of action for (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest breaks and pay rest break premiums; (5) failure to timely pay all final wages; (6) failure to pay timely wages during employment; (7) failure to furnish complete, accurate and itemized wage statements and payroll records; (8) failure to reimburse for necessary business-related expenses; and (9) unfair and unlawful competition based on the Labor Code violations alleged in (1) – (9); and all claims for attorneys' fees and costs based on the foregoing.

30. "Released PAGA Claims" means all claims for civil penalties under PAGA asserted in any of the complaints filed in the Action, and all claims that could have been asserted in the Action based on the same alleged facts in the complaints or in any PAGA letter sent by Plaintiff to the LWDA during the PAGA Period, including but not limited to claims for violations of the California Labor Code for unpaid minimum wages, unpaid overtime wages, unpaid meal period premiums, unpaid rest period premiums, inaccurate wage statements, failure to indemnify for all necessary business expenses, and failure to timely pay wages during employment or at termination.

31. "Released Parties" means Defendants Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc. (collectively "Defendants") and any and all of their past, present and future parents, subsidiaries, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), predecessors, successors, assigns, vendors, suppliers, clients, contractors, and insurers, and for each and all of them, their respective past, present and future agents, employees, attorneys, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendants or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, suppliers, contractors, labor contractors, and consultants.

32. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for

Exclusion must be submitted by the Response Deadline and contain (a) the Class Member's name, signature, address, telephone number, dates of employment at Defendants in California, and the last four digits of the Class Member's Social Security number and/or the Employee ID number (b) the case name and number; and (c) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of "*Bridget Darlene Slane v. Reef, Inc. dba Homewatch Caregivers of Yorba Linda, et al.*, Orange County Case No. 37-2022-01272718-CU-OE-CXC, I understand that by excluding myself, I will not receive money from the settlement of my individual claims." To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the Released PAGA Claims as Class Members have no right to exclude themselves (opt-out) of the PAGA component of the Settlement.

33. "Response Deadline" shall be sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion or Objections will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion or Objection to the Settlement.

34. "Settlement" means the disposition of the Action pursuant to this Agreement.

35. "Settlement Administrator" means ILYM Group, Inc. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. "Settlement Administration Costs" mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member's Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Ten Thousand Dollars and Zero Cents ($10,000.00).

37. "Workweek" shall mean any calendar week (e.g., a week beginning with Monday and ending with Sunday) during which a Class Member/PAGA Member worked at least one (1) day for Defendants during the Class Period and/or PAGA Period, and based on hire dates, re-hire dates and termination dates.

TERMS OF AGREEMENT

38. Settlement Consideration: Defendants shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the Net Settlement Amount, which will be the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of a potential increase in the number of Workweeks as set forth below in paragraph 39, Defendants shall not be required to pay more than the Gross Settlement Amount plus any applicable employer-side payroll taxes. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendants.

39. Potential Increase to the Gross Settlement Amount: Defendants represented there were approximately 6,101 Workweeks within the Class Period through February 13, 2023. Should the actual number of Workweeks increase by more than ten percent (10%) (i.e. by more than 610

additional Workweeks) through the Class Period, Defendants shall increase the Gross Settlement Amount proportionally by the Workweeks in excess of 610 multiplied by the Workweek value (for example, if the number of Workweeks increases by 11% to 6,772 additional Workweeks, the Gross Settlement Amount will increase by 1%).

40. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of the Effective Date of the Settlement, as defined in this Agreement, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendants shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than seven (7) calendar days of the Effective Date. This information shall be kept confidential from Plaintiff. Defendants may not vary from the Court approved scheduling for the funding of the Gross Settlement Amount unless the Parties agree otherwise; it is not anticipated there would be a need to alter the funding date unless the Court requires a more expedited funding schedule that what is set forth in this paragraph. If Defendants have an objection to the Court approved funding timeline, Defendants must seek *ex parte* relief from the Court about its objection, unless Plaintiff agrees with Defendants otherwise.

41. Distribution of the Gross Settlement Amount:, No later than sixty-five (65) days after the service of the Court's ruling granting the Final Approval, and contingent on no appeal pertaining to the Final Approval being filed, the Settlement Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs and (e) Settlement Administration Costs.

42. Attorneys' Fees and Costs: Defendants agree not to oppose any application or motion by Class Counsel for attorneys' fees of not more than Sixty-One Thousand Two Hundred Fifty Dollars and No Cents ($61,250.00) plus the reimbursement of reasonable costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Fifteen Thousand Dollars ($15,000.00), both of which will be paid from the gross Settlement Amount.

Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Class Representative Enhancement Payment: Defendants agree not to oppose or object to any application or motion by Plaintiff for Class Representative Enhancement Payment of Five Thousand Dollars and Zero Cents ($5,000.00). The Class Representative Enhancement Payment is in exchange for the General Release of the Plaintiff's individual claims and for her time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that are not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Ten Thousand Dollars and Zero Cents ($10,000.00).

45. PAGA Payment: Ten Thousand Dollars and Zero Cents ($10,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00), to the California Labor and Workforce Development Agency ("LWDA"). Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) will be distributed to PAGA Members on a pro rata basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment and will be deemed to have released any claims arising out of PAGA regardless of their decision to opt-out of the class settlement.

46. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	$	175,000.00
Enhancement Payment:	$	5,000.00
Class Counsel's Fees:	$	61,250.00
Class Counsel's Costs:	$	15,000.00
PAGA Payment	$	10,000.00
Settlement Administration Costs:	$	10,000.00
Estimated Net Settlement Amount	$	73,750.00

47. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount that includes the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount: (Participating Class Member's Workweeks ÷ Workweeks during Class Period) × Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments: The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment: (PAGA Member's Workweeks ÷ Workweeks during PAGA Period) x $2,500.00 (the employee portion of the PAGA Payment). PAGA Members shall receive this portion of their Individual Settlement Payment and will be deemed to have released any claims arising out of PAGA regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, eighty percent (80%) shall be allocated as interest and penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. Individual Settlement Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein. Also for tax purposes, the Parties agree that 100% of each PAGA Members' individual payment amount shall constitute penalties and each PAGA Member will be issued an IRS Form-1099 for such payment to him or her, if required by law. Neither Counsel for Plaintiff nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by the Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under the Released Parties' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of the Released Parties' benefit plans, policies, or bonus programs. The Released Parties retain the right to modify the language of their benefit plans, policies and bonus programs to effectuate this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable

plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement.

49. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

a) Establish and maintain a Qualified Settlement Fund.
b) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
c) Print and mail the Notice.
d) Conduct additional address searches for mailed Notices that are returned as undeliverable.
e) Process Requests for Exclusion, field inquiries from Class Members.
f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
g) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
h) Provide weekly status reports to counsel for the Parties.
i) Posting a notice of final judgment online at Settlement Administrator's website.
j) Translate the Notice from English to Spanish.

50. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator, which will be kept confidential from Plaintiff and Class Counsel.

51. Notice by First-Class U.S. Mail: Within fourteen (14) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address telephone number and/or Social Security number of the Class Member involved and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, or an Objection to the Settlement.

53. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked for Defendants during the Settlement Class Period; (e) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period; (g) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to the Settlement, or Workweek Disputes; (h) the claims to be released, as set forth herein; and (j) the date for the final approval hearing.

54. Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that

such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class Member and the Parties will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled, in the event that Defendants cannot make this determination themselves. If the Parties do not agree, the dispute will be submitted to the Court.

55. Defective Submissions: If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a revised Request for Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the Settlement Administrator will have no further obligation to give notice of a need to cure. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Action must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, signature, address, telephone number, dates of employment at Defendants in California, and the last four digits of the Class Member's Social Security number and/or the Employee ID number; (b) the case name and number; and (c) a clear statement requesting to be excluded from the settlement of the class claims similar to the following: "I wish to exclude myself from the class settlement reached in the matter of "*Bridget Darlene Slane v. Reef, Inc. dba Homewatch Caregivers of Yorba Linda, et al.*, Orange County Case No. 37-2022-01272718-CU-OE-CXC, I understand that by excluding myself, I will not receive money from the settlement of my individual claims." The date of the postmark on the return mailing envelope receipt confirmation will be the

exclusive means to determine whether a Request for Exclusion has been timely submitted. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court and deemed Effective under this Agreement. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

57. <u>Defendants' Right to Rescind</u>: If Class Members representing more than the aggregate total of five percent (5.0%) of the Class Members opt-out of the Settlement, Defendants may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendants must give written notice to Class Counsel of its intent to rescind the Agreement within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendants exercise their right to rescind the Agreement, Defendants shall be responsible for all Settlement Administration Costs incurred to the date of rescission. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendants.

58. <u>Settlement Terms Bind All Class Members Who Do Not Opt-Out</u>: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiff and Defendants and noted in the proposed Judgment submitted to the Court.

59. Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, and the specific reason including any legal grounds for the Participating Class Members objection. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Participating Class Members who fail to object in the manner specified above will be foreclosed from making a written objection, but shall still have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

60. Certification Reports Regarding Individual Settlement Payment Calculations: The Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member has submitted a challenge to any information contained in the Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members and PAGA Members will be negotiable for at least one hundred eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his or her Settlement Check or PAGA Payment check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Class Members and PAGA Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue"

under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment checks. Therefore, Defendants will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members and to PAGA Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

62. Administration of Taxes by the Settlement Administrator: The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

63. Tax Liability: Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. Plaintiff and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendants' share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendants' FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed

or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

65. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

66. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount, Participating Class Members shall fully and finally release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

67. Release by Plaintiff, State of California, LWDA and PAGA Members: Upon the complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, the State of California, through Plaintiff as its agent and/or proxy, any another representative, proxy, or agent thereof, including but not limited to any and all PAGA Members, shall fully and finally release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action to the broadest extent possible by law if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as the Action and covering the same time.

68. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross Settlement Amount, Plaintiff for himself and her spouse, heirs and assigns, fully and finally release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's employment with Defendants, payment of wages during that employment and the cessation of that employment and/or violation of any federal, state or local statute, rule, ordinance or regulation. Such claims include but are not limited to any and all Released Class Claims and Released PAGA Claims and termination thereof, California Civil Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR § 11060; California Code of Civil Procedure §1021.5; California common law of contract; 29 CFR §778.223; and 29 CFR §778.315; federal common law and, to the extent permitted by law, the Employee Retirement Income Security Act, 29 U.S.C. §§1001, *et seq*. (ERISA) §778.315; and federal common law. In addition, Plaintiff's General Release includes but is not limited to, all claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties, punitive damages, and attorneys' fees and costs (except those provided by this Settlement Agreement) arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff's General Release include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those they now know or believe to be true with respect to the subject matter of Plaintiff's General Release, those claims will remain released and forever barred. Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiff, however, understands that by signing this Agreement, she waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

69. Nullification of Settlement Agreement: In the event that: (a) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein without requiring material changes to the "Basic Settlement Terms" defined as relating to the monetary sums to be paid in the Settlement, the parameters of the Released Claims and the covered Class Period, revisions to the Increase in Workweeks provision contained herein; and revisions to Defendants' Option to Nullify the Settlement Agreement provision contained herein); (b) the Court does not finally approve the Settlement without requiring material changes to the Basic Settlement Terms as provided herein; (c) the Court strikes or does not approve any material term of this Settlement Agreement; (d) Defendants exercises their option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above; or (e) the Settlement does not become final as written and agreed to by the Parties for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, all amounts deposited into the QSF will be returned to Defendants, and the Parties shall be returned to their original respective positions. Any order or judgment entered by the Court in furtherance of this

Settlement Agreement will likewise be treated as void from the beginning and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. Should the Court fail to approve this settlement for any reason, the Parties agree that they will return to and attend mediation with a mutually agreed Mediator in an effort to reach a settlement that may be approved by the Court, unless the Parties are able to resolve the issue without resort to a mediator.

70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice to be sent to all class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as **Exhibit A**. Plaintiff agrees to present a draft of its Motion of Preliminary Approval to Defendants' counsel for its comments and potential revisions. Defendants agree that they will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to approve the Agreement as to the Action without altering the material terms of this Agreement will result in this Settlement Agreement entered into by the Parties, and all obligations under this Settlement Agreement being nullified and voided.

71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual Settlement Payments; (b) Class Counsel's Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval and will provide a draft to Defendants' counsel for review before filing. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order

by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement as described above or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendants agree they shall not oppose the granting of the Motion for Final Approval, provided Defendants have not exercised their right to rescind pursuant to the terms of this Agreement.

72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

73. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

74. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements in relation to settlement terms may be deemed binding on the Parties.

75. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of

the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or Mediator to resolve such disagreement.

77. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

78. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

79. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

81. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

83. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendants are liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

85. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

86. Waiver: No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

87. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

88. Neutral Employment Reference: Defendants agree that unless otherwise required by law they will provide a neutral reference regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendants' employment of Plaintiff, Defendants shall only provide Plaintiff's dates of employment, job titles during employment, final rate of pay (to the extent permitted by law), and any other information pertaining to Plaintiff's employment if required by state or federal law Defendants shall not refer to the Action or this Settlement.

89. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

90. Representation By Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed

in full. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

91. All Terms Subject to Final Court Approval: All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

92. Cooperation and Execution of Necessary Documents: The Parties agree to cooperate to promote participation in the Settlement, and in seeking court approval of the Settlement. The Parties and their counsel agree not to take any action to encourage any Class Members to opt out of and/or object to the Settlement. Defendants agree not to obtain any settlement agreement waivers, or Pick-Up Stix agreements from any Class Member prior to the funding of the Gross Settlement Amount concerning claims released via this Agreement, or enter into any arbitration agreement with any Class Member that covers the claims released via this Agreement during the Settlement approval process prior to the funding of the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement approved by the Court.

93. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff, Class Counsel, Defendants and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement Agreement shall limit Defendants' ability to fulfill disclosure obligations reasonably required by law or in furtherance of business purposes, including the fulfillment of obligations stated in this Settlement Agreement or limit Class Counsel's communications with the Class Members in furtherance of approval of this Settlement.

94. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Dated: 3/24/2023

PLAINTIFF

DocuSigned by:

By: ______________________

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Bridget Darlene Slane

Dated: 3/30/23

PROTECTION LAW GROUP, LLP

By: ______________________

Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
Attorneys for Plaintiff
Bridget Darlene Slane

Dated: ______________

DEFENDANTS REEF, INC. DBA HOMEWATCH CAREGIVERS OF YORBA LINDA, HOMEWATCH CAREGIVERS, LLC, AND AUTHORITY BRANDS, INC.

By: ______________________

Name: ______________________

Title: ______________________

POLSINELLI LLP

Dated: ______________

By: ______________________

Angelo Spinola, Esq.
Alex Polishuk, Esq.
Attorneys for Defendants
Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc.

Dated: ____________

PLAINTIFF

By: ______________________________
Bridget Darlene Slane

Dated: ____________

PROTECTION LAW GROUP, LLP

By: ______________________________
Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
Attorneys for Plaintiff
Bridget Darlene Slane

Dated: 3/30/2023

DEFENDANTS REEF, INC. DBA HOMEWATCH CAREGIVERS OF YORBA LINDA, HOMEWATCH CAREGIVERS, LLC, AND AUTHORITY BRANDS, INC.

By: ______________________________
Name: Jeff W. Hufnagel
Title: President

POLSINELLI

Dated: 4/4/23

By: ______________________________
Angelo Spinola, Esq.
Alex Polishuk, Esq.
Attorneys for Defendants
Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc.

Exhibit “B”

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Attorneys for Defendants
REEF INC. DBA HOMEWATCH CAREGIVERS OF YORBA LINDA,
HOMEWATCH CAREGIVERS, LLC, and AUTHORITY BRANDS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BRIDGET DARLENE SLANE, individually and on behalf of others similarly situated, and as an aggrieved employee and private attorney general, Plaintiff, vs. REEF, INC. DBA HOMEWATCH CAREGIVERS OF YORBA LINDA, a California corporation; HOMEWATCH CAREGIVERS, LLC, a Colorado Corporation, and AUTHORITY BRANDS, INC., a Delaware Corporation and DOES 3 through 50, inclusive, Defendants.	Case No.: 30-2022-01272718-CU-OE-CXC *Assigned for all purposes to the Hon. Melissa R. McCormick, CX104* **FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT**

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT

Pursuant to Paragraph 75 of the Joint Stipulation of Class and PAGA Action Settlement ("Settlement Agreement"), which states that this "Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest," Plaintiff Bridget Darlene Slane ("Plaintiff") and Defendants Reef Inc. dba Homewatch Caregivers of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc. ("Defendants") (Plaintiff and Defendant collectively the "Parties"), through their counsel of record, hereby amend the Settlement Agreement as follows:

Amendment No. 1

Paragraph 7: "Class Period" means the period from April 1, 2019 through and ending on July 3, 2023.

Amendment No. 2

Paragraph 22: "PAGA Period" means the period from July 1, 2021, through and ending on July 3, 2023.

Amendment No. 3

Paragraph 29: "Released Class Claims" means any claim asserted in the operative complaint or that reasonably could have been asserted in the operative complaint during the Class Period, including (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest breaks and pay rest break premiums; (5) failure to timely pay all final wages; (6) failure to pay timely wages during employment; (7) failure to furnish complete, accurate and itemized wage statements and payroll records; (8) failure to reimburse for necessary business-related expenses; and (9) unfair and unlawful competition based on the Labor Code violations alleged in (1) – (9); and all claims for attorneys' fees and costs based on the foregoing.

Amendment No. 4

Paragraph 30: "Released PAGA Claims" means any claims for civil penalties under PAGA asserted in the operative complaint and the July 1, 2022 PAGA notice letter or that reasonably could have been asserted in the operative complaint and the July 1, 2022 PAGA notice letter during the PAGA Period.

Amendment No. 5

Paragraph 47(c): Allocation of Individual Settlement Payments: All Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. Individual Settlement Payments shall be paid exclusively from the QSF, pursuant to the settlement formula set forth herein. Also for tax purposes, the Parties agree that 100% of each PAGA Members' individual payment amount shall constitute penalties and each PAGA Member will be issued an IRS Form-1099 for such payment to him or her, if required by law. Neither Counsel for Plaintiff nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

Amendment No. 6

Paragraph 33: "Response Deadline" shall be sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, Objections to the Settlement, or Workweek Disputes will be extended to seventy-five (75) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 75th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and

Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion, Objection to the Settlement or a Workweek Dispute.

Amendment No. 7

Paragraph 52: Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address telephone number and/or Social Security number of the Class Member involved and will then perform a single remailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) seventy-five (75) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, Objection to the Settlement or a Workweek Dispute.

Amendment No. 8

Paragraph 28: “Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For a written Objection to be valid, it must be submitted by the Response Deadline and include: (a) the objector’s full name, signature, address, telephone number, the approximate dates of employment at Defendants in California, last four digits of the Class Member’s social security number or employee ID number; (b) the case name and number; (c) and a concise statement explaining why the Class Member objects to the settlement.

Amendment No. 9

Paragraph 59: Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, and a concise statement explaining why the Class Member objects to the settlement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Any Participating Class Member shall have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

Amendment No. 10

Paragraph 54: Disputed Information on Notice: Class Members will have an opportunity to dispute the information provided in their Notice. To the extent Class Members dispute the number of Workweeks with which they have been credited or the amount of their Individual Settlement Payment, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants' records will be presumed determinative. However, if a Class Member produces evidence to the contrary by the Response Deadline, the Parties will meet and confer and will evaluate the evidence submitted by the Class Member and the Parties jointly will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled, in the event that Defendants cannot make this determination themselves. Also, the Settlement Administrator will file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolutions of the disputes. If the Parties do not agree regarding the resolution of a dispute(s), the Court will make the final decision.

Amendment No. 11

Paragraph 72: Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment and Effective Date of this Agreement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. The Court will exercise continued jurisdiction pursuant to California Civil Procedure Code section 664.6.

Dated: May 15, 2024

PROTECTION LAW GROUP, LLP

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Heather Davis
Amir Nayebdadash
Carlos Jimenez
Attorneys for Plaintiff
BRIDGET DARLENE SLANE

Dated: _______________

POLSINELLI LLP

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Alex Polishuk
Stacey Shim
Attorneys for Defendants
REEF INC. DBA HOMEWATCH CAREGIVERS OF YORBA LINDA, HOMEWATCH CAREGIVERS, LLC, and AUTHORITY BRANDS, INC.

Exhibit “C”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

BRIDGET DARLENE SLANE, individually and on behalf of others similarly situated, and as an aggrieved employee and private attorney general, Plaintiff, vs. REEF, INC. DBA HOMEWATCH CAREGIVERS OF YORBA LINDA, a California corporation; HOMEWATCH CAREGIVERS, LLC, a Colorado Corporation, and AUTHORITY BRANDS, INC., a Delaware Corporation and DOES 3 through 50, inclusive, Defendants.	Case No.: 30-2022-01272718-CU-OE-CXC *Assigned for all purposes to the Hon. Melissa R. McCormick, CX104* **SECOND AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT**

SECOND AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT

Pursuant to Paragraph 75 of the Joint Stipulation of Class and PAGA Action Settlement ("Settlement Agreement"), which states that this "Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest," Plaintiff Bridget Darlene Slane ("Plaintiff") and Defendants Reef Inc. dba Homewatch Caregivers of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc. ("Defendants") (Plaintiff and Defendant collectively the "Parties"), through their counsel of record, hereby amend the Settlement Agreement as follows:

Amendment No. 12

Paragraph 33: "Response Deadline" shall be sixty (60) calendar days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, Objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, Objections to the Settlement, or Workweek Disputes will be extended to fifteen (15) calendar days (i.e., "New Response Deadline) from the original date of mailing for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 75th day falls on a Sunday or Federal holiday, in which case the New Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline and the New Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the deadline for Class Members to submit a Request for Exclusion, Objection to the Settlement or a Workweek Dispute.

Amendment No. 13

Paragraph 52: Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address telephone number and/or Social Security number of the Class Member involved and will then perform a single remailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have until the the New Response Deadline to postmark a Request for Exclusion, Objection to the Settlement or a Workweek Dispute.

Amendment No. 14

Paragraph 59: Objection Procedures: To object to the Settlement, a Participating Class Member must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline. The Objection must be signed by the Participating Class Member and contain all information required by this Settlement Agreement including the employees full name, address, telephone number, the last four digits of their social security number and/or Employee ID number, and a concise statement explaining why the Class Member objects to the settlement. The postmark date will be deemed the exclusive means for determining that the Notice of Objection is timely. Any Participating Class Member shall have a right to appear at the Final Approval Hearing in order to have their objections heard by the Court regardless of whether the Class Member submitted a written objection. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any objections to this Settlement.

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Amendment No. 15

Paragraph 87: Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. However, the Parties and the Court will not seek to enforce this provision against unnamed Class Members.

Dated: October 9, 2024

PROTECTION LAW GROUP, LLP

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Heather Davis
Amir Nayebdadash
Carlos Jimenez
Attorneys for Plaintiff
BRIDGET DARLENE SLANE

Dated: October 9, 2024

POLSINELLI LLP

____

Alex Polishuk
Stacey Shim
Attorneys for Defendants
REEF INC. DBA HOMEWATCH CAREGIVERS OF YORBA LINDA, HOMEWATCH CAREGIVERS, LLC, and AUTHORITY BRANDS, INC.

Exhibit “D”

NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT

Slane v. Reef, Inc. dba Homewatch Caregivers of Yorba Linda, et al.

Orange County Superior Court Case No. 30-2022-01272718

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former non-exempt employees of Defendants Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc. ("Defendants") in the state California who worked for Defendants in California at any time between April 1, 2019 through July 3, 2023.**

BASIC INFORMATION

1. What is this settlement about?

Plaintiff Bridget Darlene Slane ("Plaintiff") filed a class action lawsuit against Defendants Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC, and Authority Brands, Inc., entitled *Slane v. Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, et al*., Orange County Superior Court Case No. 30-2022-01272718-CU-OE-CXC on July 28, 2022. The lawsuit claims that Defendants violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods or pay meal and rest break premiums, did not properly pay employees overtime or pay minimum wages for all time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, failed to keep accurate records, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). **Defendants deny all alleged violations and deny that they owe Class Members any remedies.** The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people, called the Class Representatives (in this case Plaintiff), sue on behalf of people who appear to have similar claims. All these people are referred to as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Orange County Superior Court (the "Court") is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representatives, and appointed their attorney at Protection Law Group LLP as counsel for the Class ("Class Counsel").

The Court has not yet determined whether it will approve the settlement. Instead, the Court has only determined that the settlement is within the range that could be approved and therefore Notice should be provided to the Class Members. The Court will make a final determination whether to approve the settlement at the Final Approval Hearing.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you are a current or former non-exempt employee who worked for Defendants in California at any time between April 1, 2019 through July 3, 2023.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of One Hundred Seventy-Five Thousand Dollars and Zero Cents ($175,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Sixty-One Thousand Two Hundred Fifty Dollars and No Cents ($61,250.00);

B. **Litigation Costs/Expenses to Class Counsel** not to exceed Fifteen Thousand Dollars ($15,000.00);

C. **Enhancement Payment to the Class Representative** in an amount of $5,000;

D. **Settlement Administration Costs** which are currently estimated to be Eight Thousand Four Hundred Sixty-Serven Dollars and Zero Cents ($8,467.00); and

E. **PAGA Penalties** in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, ($7,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) ($2,500.00) will be distributed to current and former non-exempt employees of Defendant in California who worked for Defendants in California at any time between July 1, 2021 through and ending on the date of Preliminary Approval of the Settlement by the Court.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as non-exempt employee of Defendants between April 1, 2019 through July 3, 2023**.** (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

Your Individual Class Payment will be apportioned as twenty percent (20%) wages, eighty percent (80%) interest and penalties. The wage portion of the Individual Class Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of your Individual Class Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

Your Individual PAGA Payment will be apportioned as one hundred percent (100%) penalties. The penalties portion of your Individual PAGA Payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the class period. Your Individual Settlement Payment is $XXX.XX ((Settlement Class Member’s Qualifying Workweeks ÷ All Qualifying Workweeks) x Net Settlement Amount). This amount is an estimate and is subject to change.

You worked XXX workweeks during the PAGA period. Your Individual PAGA Payment is $XXX.XX ((PAGA Class Member's Qualifying Workweeks during the PAGA Period ÷ All Qualifying Workweeks during the PAGA Period) x Employee Share of PAGA Penalties). This amount is an estimate and is subject to change.

This amount was determined based on Defendants' record of your employment between April 1, 2019 through July 3, 2023, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period or PAGA Period, you must provide your current address, telephone number, the last four digits of your Social Security Number or complete Employee ID, and may any documentation (i.e., payroll or time keeping records, and paycheck stubs) you have supporting such dispute by [DATE]. The Parties will meet and confer and will evaluate the evidence submitted by the Class Member and the Parties jointly will make the final decision as to the number of eligible Workweeks that should be applied and/or the Individual Settlement Payment to which the Class Member may be entitled, in the event that Defendants cannot make this determination themselves. Also, the Settlement Administrator will file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolutions of the disputes. If the Parties do not agree regarding the resolution of a dispute(s), the Court will make the final decision. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the final approval by the Court of this Settlement Agreement and remittance of the Gross Settlement Amount by Defendants to the Settlement Administrator, Participating Class Members shall fully release and discharge the "Released Parties" from any and all "Released Class Claims" and "Released PAGA Claims" that accrued during the "Class Period."

The "Released Parties" means Defendants and any and all of their past, present and future parents, subsidiaries, affiliated or related entities (including any companies, corporations, partnerships, alter egos, joint venturers, and actual or alleged joint employers), predecessors, successors, assigns, vendors, suppliers, clients, contractors, and insurers, and for each and all of them, their respective past, present and future agents, employees, attorneys, servants, officers, directors, partners, members, trustees, fiduciaries, representatives, shareholders, stockholders, attorneys, equity sponsors, (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with that Defendants or any of its parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, suppliers, contractors, labor contractors, and consultants.

The "Released Class Claims" means any claim asserted in the operative complaint or that reasonably could have been asserted in the operative complaint during the Class Period including (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime compensation; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest breaks and pay rest break premiums; (5) failure to timely pay all final wages; (6) failure to pay timely wages during employment; (7) failure to furnish complete, accurate and itemized wage statements and payroll records; (8) failure to reimburse for necessary business-related expenses; and (9) unfair and unlawful competition based on the Labor Code violations alleged in (1) – (9); and all claims for attorneys' fees and costs based on the foregoing.

"Released PAGA Claims" means any claims for civil penalties under PAGA asserted in the operative complaint and the July 1, 2022 PAGA notice letter or that reasonably could have been asserted in the operative complaint and the July 1, 2022 PAGA notice letter during the PAGA Period.

The "Class Period" during which the release of Released Class Claims pertains is from April 1, 2019 through and ending on July 3, 2023.

The "PAGA Period" during which the release of Released PAGA Claims pertains is from July 1, 2021, through and ending on July 3,2023.

All PAGA Members shall release the claims arising under PAGA regardless of whether they submit a request for exclusion as the request for exclusion does not apply to this claim.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in/exclude myself from the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. This written request must include your name, address, telephone number and the last four digits of your social security number and/or employee ID number. Your request for exclusion must also include a clear statement that you do not wish to be included in this action such the following: "I wish to exclude myself from the class settlement reached in the matter of "*Bridget Darlene Slane v. Reef, Inc. dba Homewatch Caregivers of Yorba Linda, et al., Orange County Case No.* 30-2022-01272718-CU-OE-CXC, I understand that by excluding myself, I will not receive money from the settlement of my individual claims."

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone or any means other than those described in this Notice.

[Settlement Administrator]
[Address]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

If a Class Member is eligible for a PAGA payment, the Class Member is bound by the release of the Released PAGA Claims.

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

You will not receive money for the class claims. You will still receive your portion of the PAGA Payment if eligible because the request for exclusion does not apply to this claim.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved Protection Law Group LLP as Class Counsel. These attorneys contact information is set forth below:

PROTECTION LAW GROUP LLP
Heather Davis, Esq.
Amir Nayebdadash, Esq.
Carlos Jimenez, Esq.
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095

Class Counsel will ask the Court for attorneys' fees of up to $61,250.00 and reimbursement of litigation cost/expenses of up to $15,000.00. This amount is subject to Court approval and the Court may award less than the requested amount.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court I want to object to the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you should mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include the case name and case number, your full name, address, telephone number, the last four digits of your social security number or employee ID number, and a concise statement explaining why you object to the settlement. Even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit a request for exclusion and an objection, the request for exclusion will control and you will lose any right to object to the Settlement, and will not be bound by any terms of the Settlement.

Whether your dispute, written objection, and request for exclusion are timely, will be determined solely based on the postmark date(s). Any untimely dispute, written objection, and request for exclusion may not be considered. However, even if you don't submit a timely objection, you can still make an oral objection in person or through your attorney at the Final Approval Hearing.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend. The Court will make a determination of the amount of attorneys' fees, litigation costs, Plaintiff's enhancement payment, and the Settlement Administrator's costs to award at the Final Approval Hearing.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at 2;00 p.m. on [March 20, 2025], at the Orange County Superior Court-Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, CA 92701 in Department CX104. The Final Approval Hearing date may be continued without further notice to Class Members.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.__________com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims and Released PAGA Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the Released Class Claims or Release PAGA Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days from the date on the check, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

If you lose your check or it is damaged in the mail, contact the Settlement Administrator.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement and the First Amendment to Settlement Agreement. You can get a copy of the Settlement Agreement and the First Amendment to Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at ______________ or by contacting the Settlement Administrator or Class Counsel. The documents you may view on the Settlement Administrator's website are: (1) the Settlement Agreements, any amendments thereto; (2) the operative complaint; (3) the July 1, 2022 PAGA notice letter to the LWDA: (4) the Class Notice; (5) the Orders granting Preliminary and Final Approval; (6) the Supplemental Declaration; and (7) the Judgment. You may also review the documents that have been filed in this matter with the Court (for a fee) on the Court's website: https://www.occourts.org/online-services/case-access.

To access filed documents, after typing in the Court's website into your web browser, you should be directed to the "Case Access" page. Click on the "Access Now" button that is next to "Civil Case & Document Access." Then, click "Accept Terms." Then, enter "30-2020-01144794" in the Case Number box, click on the "I'm not a robot," and then click search. You should be directed to the "Case Summary" click on "Register of Actions," then click in the white box that is next to the document you wish to download.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

Exhibit “E”

AVISO SOBRE EL ACUERDO PROPUESTO DE ACCIÓN DE CLASE Y PAGA

Slane v. Reef, Inc. dba Homewatch Caregivers of Yorba Linda, et al.

Caso del Tribunal Superior del Condado de Orange No. 30-2022-01272718

ESTA ES UNA NOTIFICACIÓN AUTORIZADA POR LA CORTE. NO ES UNA SOLICITACION.
POR FAVOR LEA ESTE AVISO DETENIDAMENTE.
SUS DERECHOS LEGALES SE VERÁN AFECTADOS TANTO SI ACTÚA COMO SI NO.

Para:	**Todos los empleados actuales y anteriores no exentos de los Demandados Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC y Authority Brands, Inc. ("Demandados") en el estado de California que trabajaron para los Demandados en California en cualquier momento entre el 1 de abril de 2019 y el 3 de julio de 2023.**

INFORMACIÓN BÁSICA

1. ¿De qué se trata este acuerdo?

La Demandante Bridget Darlene Slane ("Demandante") presentó una demanda de acción de clase contra los Demandados Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, Homewatch Caregivers, LLC y Authority Brands, Inc., titulada *Slane v. Reef, Inc. dba Homewatch Caregivers Of Yorba Linda, et al.*, Caso del Tribunal Superior del Condado de Orange No. 30-2022-01272718-CU-OE-CXC el 28 de julio de 2022. La demanda alega que el Demandados violaron secciones del Código Laboral de California y el Código de Negocios y Profesiones de California. Específicamente, la Demandante alega que los Demandados no proporcionaron períodos de comida y descanso conformes o no pagaron las primas de comida y descanso, no pagaron adecuadamente las horas extras a los empleados ni pagaron los salarios mínimos por todo el tiempo trabajado, no proporcionaron declaraciones salariales precisas, no pagaron oportunamente todos los salarios durante el empleo y todos los salarios adeudados al finalizar el empleo, no reembolsaron a los empleados los gastos comerciales necesarios, no mantuvieron registros precisos y mantuvieron prácticas comerciales desleales. El acuerdo también busca recuperar las penalidades de conformidad con la Ley General de Abogados Privados de California ("PAGA"). **Los Demandados niegan todas las presuntas violaciones y niegan deber a los Miembros de la Clase ninguna compensación.** El Tribunal no ha tomado una decisión sobre los méritos del caso.

2. ¿Por qué es una acción de clase?

En una acción de clase, una o más personas denominadas Representantes de la Clase (en este caso, la Demandante) demandan en su nombre y en el de otras personas que tienen reclamaciones similares. Aquí se hace referencia a todas estas personas como Miembros de la Clase. En una acción de clase, un tribunal resuelve las cuestiones de todos los Miembros de la Clase, a excepción de aquellos que se excluyan de la Clase. El Tribunal Superior del Condado de Orange (el "Tribunal") está a cargo de esta demanda de acción de clase.

3. ¿Por qué hay un acuerdo?

El Tribunal no se ha pronunciado a favor de la Demandante o de los Demandados. En cambio, ambas partes acordaron un acuerdo que se conmemora en la Estipulación Conjunta del Acuerdo de Acción de Clase y la Liberación de Reclamaciones ("Acuerdo" o "Conciliación"). El [DATE OF PRELIMINARY APPROVAL], el Tribunal otorgó la aprobación preliminar del Acuerdo, nombró al Demandante como los Representantes de la Clase y nombró como sus abogados a Protection Law Group LLP como abogado de la Clase ("Abogados de la Clase").

El Tribunal aún no ha determinado si aprobará el acuerdo. En cambio, el Tribunal solo ha determinado que el acuerdo está dentro del rango que podría aprobarse y, por lo tanto, se debe proporcionar una Notificación a los Miembros de la Clase. El Tribunal tomará una decisión final sobre la aprobación del acuerdo en la Audiencia de Aprobación Final.

¿QUIÉN ES PARTE DE ESTE ACUERDO?

4. ¿Cómo sé si formo parte del acuerdo?

Usted es parte del Acuerdo y Miembro de la Clase, si es un empleado actual o anterior no exento que trabajó para los Demandados en California en cualquier momento entre el 1 de abril de 2019 y el 3 de julio de 2023.

LOS BENEFICIOS DEL ACUERDO: LO QUE OBTIENE

5. ¿Qué proporciona el acuerdo?

El Acuerdo establece que los Demandados pagarán un máximo de Ciento Setenta y Cinco Mil Dólares y Cero Centavos ($175,000.00) ("Monto Bruto del Acuerdo"). Esto incluye todos los costos y honorarios de abogados de los Abogados de la Clase.

El "Monto Neto del Acuerdo" es la porción del Monto Máximo del Acuerdo que estará disponible para su distribución a los Miembros de la Clase que no presenten solicitudes de exclusión oportunas y válidas a cambio de la liberación de sus reclamaciones de la clase. El Monto Neto del Acuerdo es el Monto Bruto del Acuerdo menos los siguientes montos (que están sujetos a la aprobación del Tribunal):

A. **Los Honorarios de los Abogados a los Abogados de la Clase** no excederán el 35% del Monto Bruto del Acuerdo o Sesenta y un Mil Doscientos Cincuenta Dólares y Sin Centavos ($61,250.00);

B. **Costos/Gastos de Litigio para los Abogados de la Clase** que no excedan los Quince Mil Dólares ($15,000.00);

C. **Pago Incentivo al Representante de la Clase** por una cantidad de $5,000;

D. **Costos de Administración del Acuerdo** que actualmente se estiman en Ocho Mil Cuatrocientos Sesenta y Siete Dólares y Zero entavos ($8,467.00); y

E. **Penalidades PAGA** por la cantidad de Diez Mil Dólares y Cero Centavos ($10,000.00) para la liquidación de reclamaciones derivadas de la Ley General de Abogados Privados de 2004 (PAGA). El Setenta y Cinco por ciento (75%) de esta cantidad, ($7,500.00) se pagará a LWDA. El veinticinco por ciento restante (25%) ($2,500.00) se distribuirá a los empleados actuales y anteriores no exentos de los Demandados en California que trabajaron para los Demandados en California en cualquier momento entre el 1 de julio de 2021 y hasta la fecha de Aprobación Preliminar del Acuerdo por el Tribunal.

La cantidad que usted es elegible para recibir del acuerdo, su "Pago Individual del Acuerdo" se determinará de forma *proporcional*, en función de la cantidad de semanas que trabajó en California como empleado no exento de los Demandados entre el 1 de abril de 2019 y el 3 de julio de 2023**.** ("Semanas Laborales"). Su Pago Individual del Acuerdo incluye tanto su parte estimada del Monto Neto del Acuerdo como, si es elegible, su parte del Pago PAGA.

Su Pago Individual de la Clase se prorrateará en salarios del veinte por ciento (20%), penalidades e intereses del ochenta por ciento (80%). La parte salarial del Pago Individual de la Clase estará sujeta a la retención de los impuestos de los empleados y se informará en un Formulario W-2. Los impuestos sobre la nómina del empleador se pagarán por separado y además del Monto Bruto de Liquidación. Las penalidades y partes por interés de su Pago Individual de la Clase no estarán sujetas a ninguna retención y se informarán en un Formulario 1099 del IRS.

Su Pago Individual PAGA se prorrateará como penalidades del cien por ciento (100%). La parte de penalidades de su Pago Individual PAGA no estará sujeta a ninguna retención y se informará en un Formulario 1099 del IRS.

Ha trabajado XXX semanas laborales durante el periodo de clase. Su Pago Individual del Acuerdo es de $XXX.XX ((Semanas Laborales Calificadas del Miembro de la Clase del Acuerdo ÷ Todas las Semanas Laborales Calificadas) x Importe Neto del Acuerdo). Esta cantidad es una estimación y está sujeta a cambios.

Ha trabajado XXX semanas laborales durante el periodo PAGA. Su Pago Individual PAGA es de $XXX.XX ((Semanas Laborales Calificadas PAGA del Miembro de la Clase durante el Período PAGA ÷ Todas las Semanas Laborales Calificadas durante el Período PAGA) x Parte de las Penalidades del Empleado PAGA). Esta cantidad es una estimación y está sujeta a cambios.

Esta cantidad se determinó en función del registro de empleo de los Demandados entre el 1 de abril de 2019 y el 3 de julio de 2023, y se presume correcta. Si disputa la exactitud de los registros de los Demandados en cuanto a la cantidad de semanas trabajadas durante el Período de la Clase o el Período PAGA, debe proporcionar su dirección actual, número de teléfono, los últimos cuatro dígitos de su Número de Seguro Social o completar la ID del Empleado, y debe enviar cualquier documentación (es decir, registros de nómina o mantenimiento de tiempo y talones de cheque de pago) que tenga que respalde dicha disputa antes del [DATE]. Las Partes se reunirán y conferirán y evaluarán las pruebas presentadas por el Miembro de la Clase y las Partes tomarán conjuntamente la decisión final sobre el número de Semanas Laborales elegibles que se deben aplicar y/o el Pago del Acuerdo Individual al que el Miembro de la Clase puede tener derecho, en el caso de que los Demandados no puedan tomar esta determinación por sí mismos. Además, el Administrador del Acuerdo presentará ante el Tribunal todas las disputas presentadas por los Miembros de la Clase, las pruebas presentadas y las resoluciones de las disputas. Si las Partes no están de acuerdo con respecto a la resolución de una(s) disputa(s), el Tribunal tomará la decisión final. La información de contacto del Administrador del Acuerdo se detalla a continuación:

[Settlement Administrator]
[Address]
[Telephone No].

CÓMO OBTENER UN PAGO DEL ACUERDO

6. ¿Cómo puedo obtener un pago?

No tiene que hacer nada para calificar para un pago de su parte del Acuerdo.

7. ¿A qué renuncio si no solicito ser excluido del Acuerdo?

Tras la aprobación final por parte del Tribunal de este Acuerdo de Conciliación y la remisión del Monto Bruto del Acuerdo por parte de los Demandados al Administrador del Acuerdo, los Miembros de la Clase Participantes liberarán y descargarán completamente a las "Partes Liberadas" de todas y cada una de las "Reclamaciones de la Clase Liberadas" y "Reclamaciones Liberadas PAGA" que se acumularon durante el "Período de la Clase".

Las "Partes Liberadas" significan los Demandados y todos y cada uno de sus antecedentes, fundadores presentes y futuros, filiales, entidades afiliadas o relacionadas (incluidas las empresas, corporaciones, asociaciones, alias, partícipes en empresas conjuntas, y empleadores conjuntos reales o supuestos), predecesores, sucesores, asignados, proveedores, vendedores, clientes, contratistas, y aseguradoras, y para todos y cada uno de ellos, sus respectivos agentes pasados, presentes y futuros, empleados, abogados, servidores, funcionarios, directores, socios, miembros, fideicomisarios, fiduciarios, representantes, accionistas, tenerdores, abogados, patrocinadores de acciones, (definida como una empresa/corporación y/o sociedad que es, directa o indirectamente, bajo control común con esos

Demandados o cualquiera de sus padres y/o afiliados), divisiones, asignaciones, predecesores, sucesores, aseguradoras, proveedores, contratistas, contratistas de mano de obra, y consultores.

Las "Reclamaciones Liberadas de la Clase" significan cualquier reclamación afirmada en la reclamación operativa o que razonablemente podría haberse afirmado en la reclamación operativa durante el Período de la Clase, incluyendo (1) falta de pago de salarios mínimos por todas las horas trabajadas; (2) falta de pago de compensación por horas extras; (3) falta al proporcionar períodos de comida y pago de primas de períodos de comida; (4) falta de autorización y permiso de descansos y pago de primas de descanso; (5) falta de pago oportuno de todos los salarios finales; (6) falta de pago oportuno de salarios durante el empleo; (7) falta de suministro de declaraciones de salarios y registros de nómina completos, precisos y detallados; (8) falta de reembolso de los gastos relacionados con el negocio necesarios; y (9) competencia desleal e ilegal basada en las violaciones del Código Laboral alegadas en (1) – (9); y todas las reclamaciones de honorarios y costos de abogados basados en lo anterior.

"Reclamaciones Liberadas PAGA" significa cualquier reclamación por sanciones civiles bajo PAGA afirmado en la reclamación operativa y la carta de notificación PAGA del 1 de julio de 2022 o que razonablemente podría haberse afirmado en la reclamación operativa y la carta de notificación PAGA del 1 de julio de 2022 durante el Período PAGA.

El "Período de la Clase" durante el cual se aplica la liberación de las Reclamaciones Liberadas de la Clase es desde el 1 de abril de 2019 hasta el 3 de julio de 2023.

El "Período PAGA" durante el cual se aplica la liberación de Reclamaciones Liberadas PAGA es desde el 1 de julio de 2021 hasta el 3 de julio de 2023.

Todos los Miembros PAGA liberarán las reclamaciones que surjan en virtud de PAGA, independientemente de si presentan una solicitud de exclusión, ya que la solicitud de exclusión no se aplica a esta reclamación.

EXCLUIRSE DE LA LIBERACIÓN DE RECLAMACIONES NO-PAGA

Si desea conservar el derecho de demandar o continuar demandando a los Demandados con respecto a las Reclamaciones Liberadas, debe presentar una Solicitud de Exclusión de conformidad con los requisitos establecidos en este documento. Si se excluye, no recibirá el pago del Monto Neto del Acuerdo. Sin embargo, si es elegible, aún recibirá un pago por un monto igual a su parte *prorrateada* estimada de las Penalidades PAGA porque la solicitud de exclusión no se aplica a esta reclamación.

8. ¿Cómo puedo no participar/excluirme del Acuerdo?

Para excluirse de la liberación de las Reclamaciones Liberadas, debe enviar una solicitud de exclusión por escrito. Debe incluir su nombre, dirección, número de teléfono y los últimos cuatro dígitos de su número de seguro social y/o número de identificación de empleado. Su solicitud de exclusión también debe incluir una declaración clara de que no desea ser incluido en esta acción, como la siguiente: "Deseo excluirme del acuerdo de clase alcanzado en el asunto de "*Bridget Darlene Slane v. Reef, Inc. dba Homewatch Caregivers of Yorba Linda, et al., Caso del Condado de Orange* No. 30-2022-01272718-CU-OE-CXC, entiendo que al excluirme, no recibiré dinero de la liquidación de mis reclamaciones individuales".

Su Solicitud de Exclusión debe enviarse por correo al Administrador del Acuerdo a la dirección que figura a continuación, con matasellos antes del [DATE]. No puede excluirse por teléfono ni por ningún otro medio que no sean los descritos en este Aviso.

[Settlement Administrator]
[Address]

Si solicita ser excluido, no recibirá el pago de ninguna parte del Monto Neto del Acuerdo y no puede objetar el Acuerdo. No estará legalmente obligado por la liberación de Reclamaciones Liberadas de la Clase.

Si un Miembro de la Clase es elegible para un pago PAGA, el Miembro de la Clase está obligado por la liberación de las Reclamaciones LiberadasPAGA.

9. Si no me excluyo, ¿puedo demandar a los Demandados por el mismo motivo más adelante?

No. A menos que presente una solicitud de exclusión, renuncia al derecho de demandar a los Demandados y a las Partes Liberadas por las Reclamaciones Liberadas. Si tiene una demanda pendiente relacionada con las Reclamaciones Liberadas, hable con su abogado en esa demanda de inmediato.

10. Si me excluyo, ¿puedo obtener dinero de este acuerdo?

No recibirá dinero por las reclamaciones de la clase. Seguirá recibiendo su parte del Pago PAGA si es elegible porque la solicitud de exclusión no se aplica a esta reclamación.

LOS ABOGADOS QUE LE REPRESENTAN

11. ¿Tengo un abogado en este caso?

El Tribunal ha aprobado a Protection Law Group LLP como Abogado de la Clase. La información de contacto de estos abogados se establece a continuación:

PROTECTION LAW GROUP LLP
Heather Davis, Abg.
Amir Nayebdadash, Abg.
Carlos Jimenez,Abg.
149 Sheldon Street
El Segundo, California 90245
Teléfono: (424) 290-3095

Los Abogados de la Clase solicitarán al Tribunal honorarios de abogados de hasta $61,250.00 y el reembolso de los costos/gastos del litigio de hasta $15,000.00. Esta cantidad está sujeta a la aprobación del Tribunal y el Tribunal puede otorgar menos de la cantidad solicitada.

OBJETAR AL ACUERDO

Puede objetar al Acuerdo o alguna parte del mismo.

12. ¿Cómo le digo al Tribunal que quiero objetar el acuerdo?

Si usted es un Miembro de la Clase, puede objetar el Acuerdo y puede dar razones por las cuales cree que el Tribunal no debería aprobarlo. El Tribunal tendrá en cuenta su opinión. Para objetar, debe enviar su objeción por correo al Administrador del Acuerdo a más tardar el [DATE]. Su objeción debe incluir el nombre del caso y el número de caso, su nombre completo, dirección, número de teléfono, los últimos cuatro dígitos de su número de seguro social o número de identificación de empleado, y una declaración concisa que explique por qué se opone al acuerdo. Incluso si no presenta una objeción oportuna, aún puede presentar una objeción oral en persona o a través de su abogado en la Audiencia de Aprobación Final.

13. ¿Cuál es la diferencia entre objetar y excluirse?

Objetar es simplemente decirle al Tribunal que no le gusta algún aspecto del Acuerdo. Usted puede objetar solamente si permanece en la Clase. Excluirse es decirle al Tribunal que no desea formar parte del Acuerdo. Si se excluye, no tendrá ningún fundamento para objetar porque el caso ya no le afectará. Si presenta una solicitud de exclusión y una objeción, la solicitud de exclusión prevalecerá y perderá cualquier derecho a objetar el Acuerdo, y no estará sujeto a los términos del Acuerdo.

Si su disputa, objeción por escrito y solicitud de exclusión son oportunas, se determinará únicamente en función de la(s) fecha(s) del matasellos. Cualquier disputa, objeción por escrito y solicitud de exclusión fuera de tiempo pueden no ser consideradas. Incluso si no presenta una objeción oportuna, aún puede presentar una objeción oral en persona o a través de su abogado en la Audiencia de Aprobación Final.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

El Tribunal celebrará una audiencia para decidir si otorga la aprobación final del Acuerdo ("Audiencia Final de Aprobación"). Usted puede asistir, pero no tiene que hacerlo. El Tribunal determinará la cantidad de honorarios de abogados, costos de litigio, pago de incentivo a la Demandante y los costos del Administrador del Acuerdo para adjudicar en la Audiencia de Aprobación Final.

14. ¿Cuándo y dónde decidirá el Tribunal si aprueba el acuerdo?

El Tribunal celebrará la Audiencia de Aprobación Final a las 2:00 pm del [March 20, 2025], en el Tribunal Superior del Condado de Orange Civil Complex Center ubicado en 751 West Santa Ana Blvd., Santa Ana, CA 92701 en el Departamento CX104. La fecha de la Audiencia de Aprobación Final puede ser continuada sin previo aviso a los Miembros de la Clase.

En esta audiencia, el Tribunal considerará si el Acuerdo es justo, razonable y adecuado, y determinará si debe otorgar la aprobación final del Acuerdo. Si hay objeciones, el Tribunal las tendrá en cuenta.

15. ¿Tengo que acudir a la audiencia?

No. Si está de acuerdo con el Acuerdo, no tiene que ir al Tribunal para hablar sobre él. Sin embargo, puede asistir. También puede contratar a su propio abogado a su cargo para asistir en su nombre.

16. ¿Cómo sabré si se aprobó el acuerdo?

Se publicará un aviso de sentencia final en el sitio web del Administrador del Acuerdo ubicado en www.__________com

SI NO HACE NADA

17. ¿Qué sucede si no hago nada en absoluto?

Si no hace nada, recibirá su parte del Acuerdo y liberará las Reclamaciones Liberadas de la Clase y las Reclamaciones Liberadas PAGA. No podrá iniciar una demanda, continuar con una demanda o ser parte de cualquier otra demanda contra los Demandados o las Partes Liberadas sobre las Reclamaciones Liberadas de la Clase o las Reclamaciones Liberadas PAGA nunca más. Su Pago Individual del Acuerdo se le enviará por correo y seguirá siendo válido y negociable durante 180 días. Si no cobra su cheque de acuerdo dentro de los 180 días, estos fondos se transferirán al Contralor del Fondo de Propiedad No Reclamada del Estado de California. Podrá reclamar estos fondos desde allí.

Si pierde su cheque o se daña en el correo, comuníquese con el Administrador del Acuerdo.

OBTENER MÁS INFORMACIÓN

18. ¿Cómo puedo obtener más información?

Este Aviso resume el Acuerdo propuesto. Podrá encontrar más detalles en el Acuerdo de Conciliación y la Primera Enmienda al Acuerdo de Conciliación. Puede obtener una copia del Acuerdo de Conciliación y la Primera Enmienda al Acuerdo de Conciliación consultando el acuerdo ubicado en el sitio web del Administrador del Acuerdo en ________________ o comunicándose con el Administrador del Acuerdo o los Abogados de la Clase. Los documentos que puede ver en el sitio web del Administrador del Acuerdo son: (1) los Acuerdos de Conciliación, cualquier enmienda a los mismos; (2) la reclamación operativa; (3) la carta de notificación PAGA del 1 de julio de 2022 a la LWDA: (4) la Notificación de Clase; (5) las Órdenes que otorgan la Aprobación Preliminar y Final; (6) la Declaración Complementaria; y (7) la Sentencia. También puede revisar los documentos que se han presentado en este asunto ante el Tribunal (por una tarifa) en el sitio web del Tribunal: https://www.occourts.org/online-services/case-access.

Para acceder a los documentos archivados, después de escribir en el sitio web del Tribunal en su navegador web, diríjase a la página "Acceso al Caso". Haga clic en el botón "Acceder Ahora" que se encuentra junto a "Caso Civil y Acceso al Documento". A continuación, haga clic en "Aceptar Condiciones". Luego, ingrese "30-2020-01144794" en el cuadro Número de Caso, haga clic en "No soy un robot" y luego haga clic en buscar. Diríjase al "Resumen del Caso", haga clic en "Registro de Acciones" y, a continuación, haga clic en el cuadro blanco que se encuentra junto al documento que desea descargar.

¿QUÉ PASA SI MI INFORMACIÓN CAMBIA?

19. ¿Qué pasa si cambia mi información de contacto?

Es su responsabilidad informar al Administrador del Acuerdo de su información actualizada para garantizar la recepción de los pagos del acuerdo o las comunicaciones relacionadas con este asunto. Puede cambiar o actualizar su información de contacto comunicándose con el Administrador del Acuerdo.

NO HAGA NINGUNA PREGUNTA SOBRE EL ACUERDO O EL LITIGIO AL SECRETARIO DE LA CORTE O EL JUEZ