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*Attorneys for Plaintiff*  
BRIDGET DARLENE SLANE

**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*

**FURTHER SUPPLEMENTAL  
DECLARATION OF CARLOS JIMENEZ  
IN SUPPORT OF 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

1                   **FURTHER SUPPLEMENTAL DECLARATION OF CARLOS JIMENEZ**

2           I, Carlos Jimenez, declare as follows:

3           1.       I am an attorney duly admitted to the Bar of the State of California and all United  
4 States District Courts in the State of California. I am a Partner with Protection Law Group, LLP,  
5 counsel of record for Plaintiff BRIDGET DARLENE SLANE (“Plaintiff”). I have personal  
6 knowledge of the facts stated herein and if called as a witness I could and would competently  
7 testify thereto.

8                   **RELEASE OF CLASS CLAIMS**

9           2.       Regarding item No. 1 of the Court’s May 30, 2024 Minute Order, the Parties do  
10 not believe that the “Released Class Claims” should include an exclusion of the attorneys’ fees  
11 and costs sought in the settlement because Plaintiff’s Final Approval Motion will include a line  
12 item for “Estimated Future Costs” *i.e.*, filing and service fees for filing of Motion for Final  
13 Approval; filing and service fee for filing of Notice of Entry of Judgment; filing and service fee  
14 for filing of Declaration re Settlement Administration/Disbursement.

15                   **SECOND AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA ACTION**

16                   **SETTLEMENT**

17           3.       Attached hereto as **Exhibit I** is the Second Amendment to Joint Stipulation of  
18 Class and PAGA Action Settlement (“Settlement Agreement”) containing amendments to the  
19 Settlement Agreement addressing the Court’s concerns in its May 30, 2024 Minute Order Nos. 2,  
20 3, and 4.

21                   **CLASS NOTICE**

22           4.       Attached hereto as **Exhibit J** is a true and correct red-lined copy of the proposed  
23 Notice.

24           5.       Attached hereto as **Exhibit K** is a true and correct clean copy of the proposed  
25 Notice.

26           6.       Attached hereto as **Exhibit L** is a true and correct certified Spanish-language  
27 translation of the proposed Notice.

28                   **[PROPOSED] ORDER**

          7.       Attached hereto as **Exhibit M** is a true and correct red-lined copy of the proposed

1 Notice.

2 8. Attached hereto as **Exhibit N** is a true and correct clean copy of the proposed  
3 Notice.

4 **NOTICE TO THE LWDA**

5 9. On October 10, 2024, my office submitted a copy of this declaration and exhibits  
6 thereto to the LWDA via online filing. A true and correct copy of an email confirming submission  
7 of the Settlement to the LWDA on October 10, 2024 is attached hereto as **Exhibit O**.

8 I declare under penalty of perjury under the laws of the State of California that the  
9 foregoing is true and correct.

10 Executed on October 10, 2024.

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13 Carlos Jimenez  
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# **Exhibit “I”**

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Los Angeles, CA 90067  
Tel.: (310) 556-1801 / Fax: (310) 556-1802

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*

**SECOND AMENDMENT TO JOINT  
STIPULATION OF CLASS AND PAGA  
ACTION SETTLEMENT**

1 **SECOND AMENDMENT TO JOINT STIPULATION OF CLASS AND PAGA ACTION**  
2 **SETTLEMENT**

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

10 **Amendment No. 12**

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

25 **Amendment No. 13**

26 Paragraph 52: Confirmation of Contact Information in the Class List: Prior to mailing, the  
27 Settlement Administrator will perform a search based on the National Change of Address Database  
28 for information to update and correct for any known or identifiable address changes. Any Notice

1 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline  
2 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto  
3 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no  
4 forwarding address is provided, the Settlement Administrator will promptly attempt to determine  
5 the correct address using a skip-trace, or other search using the name, address telephone number  
6 and/or Social Security number of the Class Member involved and will then perform a single  
7 remailing. If any notice sent to a Class Member by the Settlement Administrator is returned as  
8 undeliverable to a current employee, then Defendants shall make all reasonable efforts to obtain  
9 the current address from the Class Member and provide the same within seven (7) calendar days  
10 of notice from the Settlement Administrator. Those Class Members who receive a re-mailed  
11 Notice, whether by skip-trace or by request, will have until the the New Response Deadline to  
12 postmark a Request for Exclusion, Objection to the Settlement or a Workweek Dispute.

13 **Amendment No. 14**

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

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28 ///

**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**



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 “J”**

## **NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT**

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

Alameda-Orange County Superior Court Case No. 30-2022-01272718-22CV009272

**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-Seven 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~~<sup>October 24</sup>, 2025<sup>54</sup>, 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.occourts.org](http://www.occourts.org)

### **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 [www.occourts.org](http://www.occourts.org) 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 “K”**

## **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-Seven 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.occourts.org](http://www.occourts.org)

### **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 [www.occourts.org](http://www.occourts.org) 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 “L”**

# **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 centavos (\$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 prorratará 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 prorrata 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, tenerdotes, 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 Liberadas PAGA.

**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](http://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**

# **Exhibit “M”**

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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 , Dept. CX104*

**[PROPOSED] ORDER GRANTING  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS AND PAGA  
ACTION SETTLEMENT**

Date: ~~May 30~~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 GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA  
ACTION SETTLEMENT

**[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 ~~May 30~~ 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 1** to the Declaration of Heather M. Davis and as **Exhibit A** to this [Proposed] Order, filed concurrently with the Motion; 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 A** to the Supplemental Declaration of Carlos Jimenez and as **Exhibit B** to this [Proposed] Order; the Second Amendment to Settlement Agreement attached as Exhibit I to the Further Supplemental Declaration of Carlos Jimenez and as Exhibit C to this [Proposed] Order; the Class Notice attached as Exhibit K to the Further Supplement Declaration of Carlos Jimenez and as Exhibit ED to this [Proposed] Order, the certified Spanish Class Notice attached as Exhibit L to the Further Supplement Declaration of Carlos Jimenez and 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 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

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1 Authority Brands, Inc. (collectively “Defendants”) employed in the state of  
2 California at any time between April 1, 2019 and July 3, 2023.

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

5 3. The Court designates ILYM Group, Inc. as the third-party Settlement  
6 Administrator.

7 4. The Parties are ordered to implement the Settlement according to the terms of the  
8 Settlement Agreement.

9 5. The Court approves, as to form and content, the ~~Court Approved~~ Notice of Class  
10 and PAGA Action Settlement (“Class Notice”) attached as **Exhibit DG** to this [Proposed] Order  
11 and the certified Spanish Class Notice attached as **Exhibit E** to this [Proposed] Order.

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

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

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

9. 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.

10. 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~~October 24, 202~~5~~4 or \_\_\_\_\_, at 2:00 p.m.

11. 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.

12. 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.

13. An implementation schedule is below:

| Event                                                                                                                   | Date                                                                           |
|-------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Defendants to provide class contact information and tax rate information to the Settlement Administrator no later than: | <del>June 13</del> <u>November 7</u> , 2024 or _____                           |
| Settlement Administrator to mail the Class Notice to the Class Members no later than:                                   | <del>June 27</del> <u>November 21</u> , 2024 or _____                          |
| Deadline for Class Members to submit disputes, request exclusion from, or object to the Settlement:                     | <del>August 26</del> <u>January 21</u> , 202 <del>5</del> <u>4</u><br>or _____ |
| Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement:                          | <del>October 2</del> <u>February 25</u> , 202 <del>5</del> <u>4</u>            |

|                                                                                                                                          |                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
|                                                                                                                                          | or _____<br>_____                                                                      |
| Hearing on Motion for Final Approval of Settlement:<br>(suggested date: <del>July 14</del> <u>March 20</u> , 202 <del>5</del> <u>4</u> ) | <del>October 24</del> <u>March 20</u> , 202 <del>5</del> <u>4</u> or<br>_____<br>_____ |

14. 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.

15. 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 “N”**

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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 , 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

1 **[PROPOSED] ORDER**

2 The Motion of Plaintiff Bridget Darlene Slane (“Plaintiff”) for Preliminary Approval of  
3 Class and PAGA Action Settlement (“Motion”) came regularly for hearing before this Court on  
4 October 24, 2024. The Court, having considered the proposed Joint Stipulation of Class and  
5 PAGA Action Settlement (“Settlement” or “Settlement Agreement” or “Agreement”) attached as  
6 **Exhibit 1** to the Declaration of Heather M. Davis and as **Exhibit A** to this [Proposed] Order, filed  
7 concurrently with the Motion; the Supplemental Declaration of Carlos Jimenez and Exhibits  
8 attached thereto; the Further Supplemental Declaration of Carlos Jimenez and Exhibits attached  
9 thereto; the First Amendment to Settlement Agreement attached as **Exhibit A** to the Supplemental  
10 Declaration of Carlos Jimenez and as **Exhibit B** to this [Proposed] Order; the Second Amendment  
11 to Settlement Agreement attached as **Exhibit I** to the Further Supplemental Declaration of Carlos  
12 Jimenez and as **Exhibit C** to this [Proposed] Order; the Class Notice attached as **Exhibit K** to the  
13 Further Supplement Declaration of Carlos Jimenez and as **Exhibit D** to this [Proposed] Order,  
14 the certified Spanish Class Notice attached as **Exhibit L** to the Further Supplement Declaration  
15 of Carlos Jimenez and as **Exhibit E** to this [Proposed] Order; having considered Plaintiff’s  
16 Motion for Preliminary Approval of Class and PAGA Action Settlement, the memorandum of  
17 points and authorities in support thereof, and supporting declarations filed therewith; and good  
cause appearing, **HEREBY ORDERS THE FOLLOWING:**

18 1. The Court GRANTS preliminary approval of the class action settlement as set  
19 forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of  
20 a settlement that ultimately could be granted approval by the Court at a Final Fairness hearing.  
21 All terms used herein shall have the same meaning as defined in the Settlement Agreement. For  
22 purposes of the Settlement only, the Court finds that the proposed Class is ascertainable and that  
23 there is a sufficiently well-defined community of interest among the members of the Class in  
24 questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional  
25 certification of the following settlement Class:

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

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

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

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

7           5.       The Court approves, as to form and content, the Notice of Class and PAGA Action  
8 Settlement (“Class Notice”) attached as **Exhibit D** to this [Proposed] Order and the certified  
9 Spanish Class Notice attached as **Exhibit E** to this [Proposed] Order.

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

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

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

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

10.       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 or \_\_\_\_\_, at 2:00 p.m.

11. 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.

12. 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.

13. 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 exclusion from, or object to the Settlement:                     | January 21 , 2025 or _____ |
| Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement:                          | February 25, 2025 or _____ |

1 Hearing on Motion for Final Approval of Settlement:  
2 (suggested date: March 20, 2025)

March 20, 2025 or

\_\_\_\_\_

\_\_\_\_\_

3  
4  
5  
6 14. Pending the Final Fairness hearing, all proceedings in this Action, other than  
7 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this  
8 Order, are stayed. To facilitate administration of the Settlement pending final approval, the Court  
9 hereby enjoins Plaintiff and all members of the Class from filing or prosecuting any claims, or  
10 suits regarding claims released by the Settlement, unless and until such Class Members have filed  
11 valid Requests for Exclusion with the Settlement Administrator.

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

15 **IT IS SO ORDERED.**

16  
17 DATED: \_\_\_\_\_

By: \_\_\_\_\_

Hon. Melissa R. McCormick  
JUDGE OF THE SUPERIOR COURT

**Exhibit “O”**