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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE VASQUEZ, as an individual and on behalf of all others similarly situated, Plaintiff, vs. SANTA CLARITA VALLEY COMMITTEE ON AGING CORPORATION, dba SCV SENIOR CENTER, a California nonprofit corporation; and DOES 1 through 100, inclusive, Defendants.	Case No. 25STCV06096 [*Assigned for all purposes to the Hon. Laura A. Seigle, Dept. 17]* **DECLARATION OF MATTHEW K. MOEN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: April 13, 2026 Time: 9:00 a.m. Dept.: 17 Action Filed: March 4, 2025 Trial Date: None Set

DECLARATION OF MATTHEW K. MOEN

I, Matthew K. Moen, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiff Jose Vasquez ("Plaintiff") in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently responsible for overseeing over sixty (60) active wage and hour class action and/or PAGA representative actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage and hour class actions in which I have been named as Class Counsel and awarded attorney's fees

following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone, presiding (awarding attorney's fees following a lodestar cross-check based on a rate of $650 for work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding attorney's fees following a lodestar cross-check based on a rate of $650 per hour for work performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of $650 for work performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr., presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*, Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court, Honorable Tony Raphael, presiding (using an hourly rate of $650 for work performed in 2023-2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal, presiding (using an hourly rate of $650 for work performed in 2021-2025); *Raul Camacho, et al. v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028, Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of $650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of $725 for work performed in 2023-2025); *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of $725 for work performed in 2022-2025); and *John Ledbetter, et al. v. CJ Logistics America, LLC*, Case No. CIVSB2207118, San Bernardino County Superior Court, Honorable David E. Driscoll, presiding (using an hourly rate of $725 for work performed in 2022-2025).

6. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable D. Tyler Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

8. As counsel for Plaintiff, I have been actively involved in all aspects of this litigation since its inception.

9. Attached hereto as **Exhibit 1** is a true and correct copy of the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"). Attached hereto as **Exhibit A** to the Settlement Agreement is a true and correct copy of the Court Approved Notice of Class Action Settlement and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's March 4, 2025 PAGA Notice Letter to the California Labor and Workforce Development Agency ("LWDA").

10. This Settlement results in the highest possible Individual Class Payment of approximately $1,969.93 (in the event a Class Member performed work in every workweek during the Class Period) and average Individual Class Payments of approximately $850.66. Further, an additional $17,500.00 will be paid to all approximately 142 Aggrieved Employees, resulting in additional average Individual PAGA Payments of approximately $123.24, with the highest possible Individual PAGA Payment of approximately $158.29.

11. Defendant Santa Clarita Valley Committee on Aging Corp., dba SCV Senior Center ("Defendant") operates a senior center and dining sites, and provides additional services for seniors with disabilities. Defendant employed Plaintiff since November 2021 as a non-exempt "Home Delivered Meals Drive/Packer" out of Defendant's Lancaster, California location. Plaintiff's job duties include packing and serving meals, loading delivery trucks with meals, driving to individual homes to deliver these meals, and performing wellness checks. Like all Class Members, Plaintiff was subject to Defendant's wage and hour policies and practices.

12. On March 4, 2025, Plaintiff filed the initial complaint in this action, alleging numerous wage and hour violations. That same day, Plaintiff submitted a letter to the LWDA, notifying Defendant and the LWDA of Plaintiff's intent to seek civil penalties under PAGA. On May 9, 2025, Plaintiff filed the operative First Amended Complaint ("FAC") in this action, adding a cause of action for civil penalties under the Private Attorneys General Act, Labor Code section 2698 *et seq*. ("PAGA").

13. In anticipation of mediation, Defendant provided Plaintiff with a 20% representative sampling of the Class Members' timekeeping and payroll records spanning the

relevant time period, as well as key data points and all relevant policy documents. Plaintiff then conducted a comprehensive exposure analysis for the claims at issue. On December 15, 2025, the Parties attended mediation with respected wage and hour mediator Steven G. Mehta, Esq. During mediation, the Parties debated the legal bases for their claims and defenses, their respective data analyses, and their positions. At the conclusion of mediation, Mr. Mehta made a mediator's proposal to fully resolve the claims in this action, which the parties ultimately accepted. Over the following months, the Parties negotiated and executed the long-form Settlement Agreement that is now before this Court for preliminary approval.

14. Plaintiff asserts that Defendant failed to provide uninterrupted, 30-minute meal periods commencing before the end of the fifth hour of work. Specifically, Plaintiff and the putative class members often missed their meal periods due to Defendant's strict delivery schedules that did not allow for compliant meal periods. Instead, Plaintiff alleges that Defendant required that Plaintiff and the putative class members clock out prior to the fifth hour of work so that their timekeeping records appeared to reflect a timely meal period, despite no such meal period actually being provided. Moreover, Plaintiff alleges that Defendant required Plaintiff and the putative class members to carry their cellular phones at all times in order to respond to incoming calls during purported meal periods, thereby failing to relinquish all control over how the employees spend their meal.

15. Defendant argues it maintained lawful meal period policies and practices throughout the relevant time period, and that it provided meal periods consistent with those policies. Specifically, Defendant emphasized that its time records show substantial compliance with timely meal periods and defends the accuracy of its timekeeping records. Defendant further maintains it did not require Plaintiff and the putative class members to carry their cellular phones during their respective meal periods, thereby precluding liability. Moreover, Defendant argues individualized inquiries will be required to determine why meal periods were late, short, or missed, thereby precluding class certification of this claim.

16. Plaintiff asserts that Defendant failed to authorize and permit all lawful rest periods under California law. Specifically, Plaintiff alleges Defendant required Plaintiff and other non-

exempt employees to forego rest periods to stay within Defendant's rigid delivery timeframe. Moreover, Defendant's unlawful rest period policy/practice fails to authorize and permit "duty free" rest periods since Plaintiff and the putative class members were required to carry and be responsive to their cellular phones during their rest periods.

17. In response, Defendant argues that it maintains a lawful rest period policy/practice that authorizes and permits the Class Members to take all lawful rest periods to which they are entitled. Defendant asserts that employees are free to take rest periods at the time of their choosing, as such this claim will fail on the merits. As with meal periods, Defendant maintains that it did not require Plaintiff and the putative class members to carry their cellular phones during rest periods. Moreover, Defendant argues that this claim is not amenable to class treatment, as individual inquiries would be required to determine whether the employee was authorized to take lawful rest periods on each particular shift and whether the employee was required to carry his/her cellular phone during rest periods, resulting in an unmanageable series of mini-trials. This manageability concern is especially present as rest periods are not recorded.

18. Plaintiff alleges that Defendant failed to reimburse the putative class members for all necessary business expenses incurred. Specifically, Plaintiff asserts that Defendant required employees to use their personal cellular phones to communicate with supervisors during their workday for necessary, work-related, purposes and to use the cellular phone application "Zippy" to clock in and out for their shifts. Defendant, however, did not reimburse employees for a reasonable portion of their monthly cellular phone bills.

19. Defendant argues that it maintains a policy to reimburse all reasonable and necessary business expenditures and that, to the extent that any expenses were not reimbursed, they were not reasonably incurred. Defendant further asserts that any use of the Class Members' personal phones was individualized and the result of employee choice, not Defendant's policies. Specifically, Defendant maintains that Class Members had the option to clock in and out at a computer and, for a portion of the relevant time period, Defendant maintained handwritten timecards. As such, Defendant asserts that if the Class Members used their personal cellular phones to clock in and out of their respective shifts, this practice was out of personal preference

and not mandatory. Defendant also maintains that this claim would require an unmanageable series of mini-trials to determine which employees were actually required to use their cellular phone for business purposes and in which pay periods such expenses were allegedly incurred.

20. Plaintiff asserts that Defendant failed to maintain accurate records of the hours actually worked by Class Members, including the time Plaintiff and the putative class members spent performing mandatory work duties while clocked out for purported meal periods. Despite Defendant requiring Plaintiff and other non-exempt employees to perform work while off-the-clock during purported meal periods, Plaintiff and other non-exempt employees were not paid all minimum wages owed for this time.

21. In response, Defendant maintains its timekeeping policies/practices properly compensates Class Members for all hours worked. Further, Defendant asserts that this claim is not suitable for class treatment, as it requires individualized inquiries into exactly how much time each employee purportedly spent while off-the-clock on any given day, which is difficult as off-the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials.

22. As a result of these alleged substantive violations, Plaintiff contends that Defendant is liable for derivate wage statement violations and civil penalties under the PAGA. Defendant argues that the alleged wage statement violations were not "knowing and intentional," and that Plaintiff cannot show that he "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Defendant also maintains that, given its good-faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff's underlying claims.

23. In connection with mediation, Defendant provided Plaintiff with payroll and timekeeping records for an approximately 20% random and representative sampling of the Class Members spanning the putative class period, along with key data points and policy documents. Plaintiff then conducted an analysis of this data and created a comprehensive damages model to calculate the exposure that Defendant faced on each claim.

24. On December 15, 2025, the Parties participated in a mediation with Steven G. Mehta, Esq., a highly respected wage and hour class action mediator. During mediation, the

Parties exchanged divergent views on Defendant's liability and exposure valuations, their legal positions, and the likelihood of certification of Plaintiff's claims. At the conclusion of mediation, Mr. Mehta made a mediator's proposal that the Parties ultimately accepted. Over the following months, the Parties negotiated and executed the Settlement now before the Court for preliminary approval.

25. Plaintiff provided the LWDA with the Settlement Agreement along with all moving papers associated with this Motion. Attached hereto as **Exhibit 3** are true and correct copies of Plaintiff's Settlement submission and the LWDA's confirmation of receipt.

26. Defendant's records indicate that there are approximately 241 Class Members who worked during the Class Period. Based on the allocations of the Net Settlement Amount, participating employees will receive average payments of approximately $850.66.

27. At the time of seeking final settlement approval, Plaintiff will apply for an enhancement payment in the amount of $10,000.00 for his service to the Settlement Class and his general release of all claims (known or unknown) against Defendant. Plaintiff's requested enhancement payment is intended to recognize the significant time and effort that he expended on behalf of the Settlement Class, including searching for relevant documents for use in the lawsuit, providing factual information and relevant documents to his attorneys, holding various phone calls with his attorneys to discuss the claims in the lawsuit and Defendant's practices, discussing the status of the case and general case strategy with his attorneys on multiple occasions, providing valuable input and documents to assist his attorneys in preparing for mediation, making himself available the day of mediation, reviewing and providing input regarding the Settlement in this case, and otherwise assisting his attorneys in moving the case towards resolution, the significant risks Plaintiff undertook by serving as the named plaintiff, and the fact that he agreed to a general release of all claims subject to a waiver of Civil Code section 1542.

28. My firm will also apply for an attorneys' fee award of $157,500.00 (35% of the Gross Settlement Amount), and up to $20,000.00 in verified costs. Plaintiff submits that the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. Class Counsel incurred substantial

attorneys' fees conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, reviewing documents and data produced by Defendant, building a comprehensive damages model, preparing for and attending mediation, negotiating and preparing the long-form Settlement Agreement, preparing this motion for preliminary approval, and otherwise litigating the case.

29. My firm carefully vetted the claims at issue, reviewed extensive timekeeping and payroll records as well as relevant policy documents, and conducted a detailed analysis of that data to create a comprehensive damages model for Defendant's liability.

30. Although this Settlement was reached after a significant informal exchange of timekeeping and payroll records and other relevant information for mediation purposes, the Parties had not yet engaged in formal discovery at the time the Parties reached the Settlement. Absent settlement, the Parties would need to spend substantial time and resources to complete formal written and deposition discovery and prepare the case for class certification, summary judgment or adjudication, and trial. Moreover, Plaintiff had not yet filed for class certification, and thus, absent settlement, the Parties would face the prospect of appeals in the wake of a disputed class certification ruling and/or an adverse summary judgment ruling. Even if Plaintiff succeeded in certifying one or more classes, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal.

31. Prior to reaching the Settlement, Plaintiff had not yet filed his motion for class certification. Considering Defendant's arguments against certification, there was a legitimate risk that the Court may deny certification of one or more claims, preventing the matter from continuing on a class-wide basis. Had the Court certified any claims, Plaintiff anticipated that Defendant would seek decertification. There was also a risk that Defendant would engage in a *Pick-up-Stix* campaign that could affect Plaintiff's ability to maintain the numerosity required to proceed as a class action. Therefore, absent the Settlement, there was a serious risk that Plaintiff would be unable to move forward on a class-wide basis.

32. Plaintiff's data analysis determined that Class Members worked an aggregate total of 8,745 shifts over five hours in which a facial meal period violation occurred, whether late,

short, or missed. Accordingly, Plaintiff calculated Defendant's potential exposure for meal periods at $183,641 (8,745 violations x $20.99 average meal premium).

33. However, Defendant argues it maintains a legally-compliant written meal period policy and that it has always provided meal periods consistent with that policy. Defendant also contends that individualized inquiries will be required to determine why meal periods are late, short, or missed, and whether there was a valid waiver or employee choice, thereby precluding certification. Given these defenses, Plaintiff discounted Defendant's maximum exposure by 35% for the risk of non-certification and 40% for the risk of being unsuccessful on the merits, to arrive at an estimated exposure of $71,620.

34. Plaintiff's data analysis determined that non-exempt employees worked an aggregate total of 67,032 shifts in excess of 3.5 hours during the Class Period. Plaintiff asserted that Class Members were not authorized and permitted to take a lawful rest period on every shift in excess of 3.5 hours. Plaintiff therefore calculated Defendant's potential exposure for rest periods at $1,407,001 (67,032 shifts x $20.99 average premium).

35. However, Defendant argues it maintains a facially compliant written rest period policy, and that it has always authorized and permitted rest periods in compliance with that policy. Defendant also argues the rest period claim is not amenable to class treatment, as individual inquiries would be required to determine whether the employee was authorized and permitted to take lawful rest periods on each particular shift, resulting in an unmanageable series of mini-trials, particularly since rest periods are not recorded. Based on these defenses, Plaintiff discounted Defendant's maximum exposure by 60% for risk of non-certification and 60% for risk of being unsuccessful on the merits, to arrive at an estimated exposure of $225,120.

36. Based on Plaintiff's counsel's research of JD Power and Consumer Reports' analyses of average cellular phone plan costs amongst the leading cellular phone carriers in America, Plaintiff alleges that the Class Members are owed approximately $15 each month as a reasonable portion of their cell phone bills covering work related communications. Further, Plaintiff's data analysis determined that putative class members worked an aggregate total of

6,602 months during the class period. Therefore, Plaintiff calculated Defendant's potential exposure on this claim at $99,030 ($15 reimbursement x 6,602 aggregate work-months).

37. Defendant, however, maintains employees were never required to use their own cellular phone for work purposes. Defendant also asserts that this claim is not certifiable, particularly because it would require a series of mini-trials to determine which employees were required to use their cellular phone for business purposes and in which pay periods such expenses were allegedly incurred. Given these potential defenses, Plaintiff discounted Defendant's maximum exposure by 35% for the risk of non-certification and 45% for the risk of being unsuccessful on the merits, to arrive at an estimated exposure of $35,403.

38. Plaintiff's data analysis determined that Class Members worked an aggregate total of 24,454 workweeks during the putative Class Period. Plaintiff estimates that employees spend approximately 1 hour per week performing off-the-clock work during their purported meal periods. Plaintiff therefore calculated Defendant's potential exposure for off-the-clock violations at $377,570 (1 hour x 24,454 work weeks x $15.44 weighted average minimum wage).

39. Defendant maintains its timekeeping policies/practices comply with California law, and that it properly compensates Class Members for all hours worked. Further, Defendant asserts that this claim is not suitable for class treatment, as it requires individualized inquiries into whether any employee was required to perform any work while off-the-clock, and exactly how much time each employee purportedly spent while off-the-clock on any given day, which is difficult as off-the-clock time is inherently not recorded, resulting in an unmanageable series of mini-trials. Given these defenses, Plaintiff discounted Defendant's maximum exposure by 60% for the risk of non-certification and 45% for the risk of being unsuccessful on the merits, to arrive at an exposure of $83,065.

40. According to Plaintiff's data analysis, approximately 142 employees received a total of 12,227 wage statements during the 1-year time period associated with wage statement penalties. However, since Labor Code section 226(e)(1) limits wage statement penalties to $4,000 per individual, Plaintiff calculated Defendant's maximum wage statement exposure at $568,000.

41. However, Defendant raised numerous defenses, including that the alleged violations, if any, were not "knowing and intentional," and that Plaintiff could not show that the Class Members "suffer[ed] injury" as a result of any alleged violations. Defendant further argued that Plaintiff's underlying claims would fail, and, therefore, his derivative wage statement claim would also fail. Therefore, Plaintiff discounted the maximum exposure by 35% for the risk of non-certification of the underlying claims and 80% for a risk of being unsuccessful on the merits, including failing to prove the violations were "knowing and intentional," that the Class Members "suffer[ed] injury," or that the Court would find that Defendant had a reasonable, good faith belief of its compliance with wage and hour laws precluding the imposition of wage statement penalties, for a reasonable recovery of $73,840.

42. Plaintiff alleges that PAGA civil penalties would be recoverable for each pay period in which they could prove an underlying Labor Code violation. According to Plaintiff's data analysis, the Class Members worked a combined total of 15,161 pay periods during the PAGA liability period in which at least one of Plaintiff's alleged Labor Code violations occurred. Plaintiff therefore calculated Defendant's maximum PAGA exposure at $1,516,100 (15,161 pay periods at $100 per violation). However, these penalties derived from the underlying wage and hour violations discussed above, which Defendant disputes. Plaintiff also recognizes that the Court has discretion to reduce any award of PAGA penalties where it views them as duplicative. Plaintiff discounted the maximum figure by 40% for the risk of losing on the merits of all underlying claims, and an additional 90% to account for the likelihood of this Court reducing PAGA penalties awarded, to arrive at an estimated exposure of $90,966.

43. Using these estimated figures, Plaintiff determined that the reasonable potential recovery for the Class Members is approximately $580,015. Thus, the Gross Settlement Amount of $450,000.00 represents approximately 77.58% of Plaintiff's projected reasonable class-wide recovery, while avoiding the further expense and risk of proceeding towards class certification and trial. This outcome is exceptionally fair and reasonable given Defendant's precarious financial condition and falls well within the range that courts routinely deem fair, adequate, and reasonable in class action settlements. The decision to settle this matter was also informed by

Plaintiff's review of Defendant's financial condition which suggests that even if Plaintiff was to prevail at trial and obtain a significant judgment, he would face significant difficulties in collecting on the judgment.

44. My firm conducted an extensive review of Defendant's records produced for mediation as well as relevant policies in effect during the Class Period, and drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case.

45. This proposed Settlement is entitled to an initial presumption of fairness as it is the result of the exchange of substantial information, including all relevant policies, and a representative sample of employee timekeeping and payroll data; arm's length negotiations by counsel; mediation before an experienced wage and hour class action mediator; and additional months of negotiating until the terms of the long-form Settlement Agreement were agreed upon and finalized.

46. Class Members can be easily identified using Defendant's employment and payroll records. According to Defendant's records, the Settlement Class consists of approximately 241 individuals, rendering it impracticable to gather all the Settlement Class members and bring them before the Court.

47. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Apex Class Action Administration.

48. I confirm that my firm is not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this Settlement.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on March 2, 2026, at El Segundo, California.

Matthew K. Moen

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement and Class Notice (this "Agreement") is made by and between Plaintiff Jose Vasquez ("Plaintiff") and Defendant Santa Clarita Valley Committee on Aging Corp., dba SCV Senior Center ("Defendant"). This Agreement refers to Plaintiff and Defendant collectively as the "Parties", or individually as "Party".

1. DEFINITIONS.

1.1 "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Jose Vasquez v. Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center*, Los Angeles Superior Court, Case No. 25STCV06096, initiated on March 4, 2025, and pending in Los Angeles Superior Court.

1.2 "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with preliminary settlement approval.

1.4 "Aggrieved Employees" are all current and former non-exempt employees of Defendant who worked in California at any time between March 4, 2024 through February 13, 2026.

1.5 "Class" means all current and former non-exempt employees of Defendant who worked in California at any time between March 4, 2021 through February 13, 2026.

1.6 "Class Counsel" or "Plaintiff's Counsel" means Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC.

1.7 "Class Counsel Fees Payment" means the amount allocated to Class Counsel for reimbursement of reasonable attorneys' fees not to exceed 35% of the Gross Settlement Amount.

1.8 "Class Counsel Litigation Expenses Payment" means the amount allocated to Class Counsel for reasonable verified litigation costs and expenses not to exceed $20,000.00.

1.9 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, phone number, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10 "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.11 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database ("NCOA"), skip traces, and direct contact by the Administrator with Class Members.

1.12 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13 "Class Period" means the time period of March 4, 2021 through February 13, 2026.

1.14 "Class Representative" means Jose Vasquez, who is the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.15 "Class Representative Enhancement Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16 "Court" means the Superior Court of California, County of Los Angeles.

1.17 "Defendant" means Defendant Santa Clarita Valley Committee on Aging Corp., dba SCV Senior Center.

1.18 "Defense Counsel" means Brian E. Koegle and Ransom D. Boynton of Koegle Law Group, APC.

1.19 "Effective Date" means the date by when both of the following have occurred: (i) the Judgment is final, and (ii) Defendant has fully funded the Gross Settlement Amount. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Gross Settlement Amount" means Four Hundred Fifty Thousand Dollars and No Cents ($450,000.00), which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below (Escalator Clause). The Gross Settlement Amount will include payments for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment, settlement payments to Class Members who do not opt out of the Settlement, the PAGA Settlement Amount, and the Class Representative Enhancement Payment.

1.23 "Individual Class Payment" means the Participating Class Member's share of the Net Settlement Amount calculated in accordance with Paragraph 3.2.4.

1.24 "Individual PAGA Payment" means the Aggrieved Employee's share of 35% of the PAGA Settlement Amount calculated in accordance with Paragraph 3.2.5.1.

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).

1.27 "LWDA PAGA Payment" means the 65% portion of the PAGA Penalties (i.e, $32,500.00) allocated and paid to the LWDA under Labor Code § 2699, subd. (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount less Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment, the Class Representative Enhancement Payment, and the PAGA Settlement Amount. To the extent the Court does not approve the full requested attorneys' fees, litigation costs, Class Representative Enhancement Payment, or settlement administration costs, the Net Settlement Amount will increase.

1.29 "Non-Participating Class Member" means any Class Member who opts-out of the class action portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31 "PAGA Period" means the time period of March 4, 2024 through February 13, 2026.

1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq*.).

1.33 "PAGA Notice" means Plaintiff's letter dated March 4, 2025, to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3, subd.(a).

1.34 "PAGA Settlement Amount" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (i.e., $50,000.00), allocated 35% to the Aggrieved Employees ($17,500.00) and 65% to LWDA ($32,500.00) in settlement of PAGA claims.

1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the class action portion of the Settlement.

1.36 "Plaintiff" means Jose Vasquez, the named plaintiff in the Action.

1.37 "Preliminary Approval Order" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Released Class Claims" means the claims being released by Participating Class Members, as described in Paragraph 5.2 below.

1.39 "Released PAGA Claims" means the claims being released by the Aggrieved Employees, as described in Paragraph 5.3 below.

1.40 "Released Parties" means: Defendant and its former and present directors, officers, officials, shareholders, owners, members, employees, agents, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

1.41 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42 "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.43 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.44 "Workweek" means the 7 day workweek used by Defendant for payroll purposes in which any Class Member worked for Defendant for at least one day, during the Class Period.

2. **RECITALS.**

2.1 On March 4, 2025, Plaintiff filed a class action complaint against Defendant in Los Angeles County Superior Court titled *Jose Vasquez v. Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center*, Case No. 25STCV06096. On the same day, Plaintiff submitted a letter to the LWDA indicating his intent to pursue civil penalties pursuant to the PAGA. On May 9, 2025, after exhausting his administrative remedies with the LWDA, Plaintiff filed a First Amended Class and Representative Action Complaint to add a cause of action for civil penalties under the PAGA.

2.2 Pursuant to Labor Code § 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On December 15, 2025, the Parties participated in a full day mediation presided over by Steven G. Mehta, Esq., which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, a representative sampling of timekeeping and payroll records for the Class Members, relevant data points, and key policy documents from Defendant. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court has not granted class certification.

2.6 Pursuant to Labor Code section 2699.3, Plaintiff shall submit the proposed settlement to the LWDA.

2.7 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. <u>MONETARY TERMS.</u>

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below (Escalator Clause), Defendant promises to pay a total of $450,000.00 as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Enhancement Payment to the Class Representative of not more than $10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Enhancement Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Enhancement Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Enhancement Payment.

3.2.2 To Class Counsel: The Class Counsel Fees Payment shall not exceed 35% of the Gross Settlement Amount and is currently estimated to be $157,500.00, and the Class Counsel Litigation Expenses Payment shall not exceed $20,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment for less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $7,490.00 except for a showing of good cause and as approved by the Court. To the extent the

Administrator Expenses Payment is less or the Court approves payment less than the above stated amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: The Individual Class Payment will be calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Individual Class Payments made to Participating Class Members will be attributed as twenty percent (20%) wages and eighty percent (80%) interest and penalties. Individual PAGA Payments will be allocated as 100% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from the employee's wages and all other authorized and required withholdings. The amounts paid as penalties and interest shall not be subject to wage withholdings. The Settlement Administrator will be responsible for issuing to Participating Class Members a form W-2 for amounts deemed "wages" and an IRS Form 1099 for the amounts deemed penalties and interest. Defendant is responsible for the employer share of payroll taxes separate and apart from, and in addition to, the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement Amount.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments for the class action portion of the Settlement, except that if the Non-Participating Class Member is an Aggrieved Employee, they shall nonetheless receive their Individual PAGA Payment. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members pursuant to the formula in Paragraph 3.2.4.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $50,000.00 to be paid from the Gross Settlement Amount, with 65% ($32,500.00) allocated to the LWDA PAGA Payment and 35% ($17,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($17,500.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's individual PAGA Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than ten (10) business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in electronic format. To protect Class Members' privacy rights, the Administrator will maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, along with all amounts necessary to fully pay Defendant's share of payroll taxes (which will be paid separate and apart from the Gross Settlement Amount), by transmitting the funds into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator on January 15, 2027. If Final Approval is granted by the Court before January 15, 2027, payment will be made on that date, January 15, 2027. In the event that final approval has not been completed by January 15, 2027, Defendant will post the settlement funds into the QSF established by the third-party Administrator on January 15, 2027, to be held until Final Approval is obtained.

4.2.1 Return of Funds. Exclusively in the event that the QSF is partially or fully funded prior to the Court's granting of Final Approval and the Settlement Agreement is denied final approval by the Court, all payments made by Defendant shall remain the property of Defendant and be returned to Defendant by the Administrator from the QSF.

4.2.2 Declaration of Financial Hardship. Defendant agrees to provide Class Counsel with a declaration outlining its financial hardship and the need for a payment plan with funding on January 15, 2027. The Parties agree that Class Counsel may use this declaration in support of the motions for preliminary and final approval of the settlement.

4.3 Payments from the Gross Settlement Amount. Within ten (10) business days after the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Enhancement Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator will update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator will conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days after receiving a returned check the Administrator will re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.3.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** As of the Effective Date and Defendant's full funding of the Gross Settlement Amount, Plaintiff, Participating Class Members and Aggrieved Employees will release and discharge claims against all Released Parties as follows:

5.1 Plaintiff's Release. Upon entry of the final order and judgment and Defendant's full funding of the Gross Settlement Amount, Plaintiff and his successors, agents, heirs, administrators, and assigns, waive, release, forever discharge, and will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all charges, complaints, claims, debts, liabilities, promises, agreements, controversies, actions, suites, rights, demands, obligations, guarantees, costs, losses, penalties, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, or that might have been asserted, whether in tort, contract, equity, or otherwise which Plaintiff, at any time prior to the execution of this Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from his employment, and/or payment of wages during that employment with the Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance, rule, or regulation or Executive Order relating to employment, based on Plaintiff's employment with Defendant. This release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code § 1542. In addition, Plaintiff, and his successors, agents, heirs, administrators, and assigns, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

5.2 Release by Participating Class Members: Upon entry of the final order and judgment and Defendant's full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members who do not validly and timely request to be excluded from the class action portion of the Settlement, and each of their respective successors, agents, heirs, administrators, and assigns release the Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged or reasonably could have been alleged based on the facts alleged in the operative First Amended Complaint in the Action, that accrued during the Class Period. The time period covered by this release mirrors the Class Period.

5.3 Release by Aggrieved Employees: Upon entry of the final order and judgment and Defendant's full funding of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees shall be deemed to release and forever discharge the Released Parties from all claims for civil penalties under PAGA (the California Private Attorneys General Act, Labor Code section 2698, *et seq*.), that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative First Amended Complaint in the Action and Plaintiff's PAGA Notice, that accrued during the PAGA Period. The time period covered by this release mirrors the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals. Plaintiff will send notice of the settlement to the LWDA as required under PAGA.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with the Parties, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Defendant's Declaration in Support of Preliminary Approval. Within 10 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel signed declarations from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Enhancement Payment, and/or Administrator Expenses Payment shall not constitute a material modification to this Agreement within the meaning of this Paragraph.

7. **SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall obtain and use its own Employer Identification Number for purposes of providing any necessary reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Class Period Workweeks and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and on or before ten (10) business days after receiving the Class Data from Defendant, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Period Workweeks / PAGA Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS after being re-mailed a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Class Period Workweeks and PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received a Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the class action portion of the Settlement must send the Administrator, by fax, email, or mail, a signed written

Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, last four digits of their social security number, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Plaintiff agrees to not request exclusion from the Class Settlement.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of the validity and authenticity of Requests for Exclusion shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks / Pay Periods. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Period Workweeks / PAGA Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator will encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of pay periods to Defense Counsel. Determination of any such challenge shall be made by Defendant and Class Counsel and, to the extent possible, resolved prior to finalizing the amounts distributable to Participating Class Members and Aggrieved Employees. If no such solution can be reached, the challenge will be provided to the Court for an ultimate determination.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Representative Enhancement Payment, Class Counsel Fees Payment, and/or Class Counsel Litigation Expenses Payment.

7.7.2 Participating Class Members may send written objections to the Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appea in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. The Administrator shall prepare and file all required state and federal tax forms and shall remit all tax payments and required documentation to federal and state taxing authorities.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to workweeks and/or pay periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.5 Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendant estimates that, as of the date of the Parties' mediation, there are: (1) 241 Class Members who worked an aggregate total of 26,850 workweeks during the Class Period; and (2) 142 Aggrieved Employees who worked an aggregate total of 5,528 PAGA Pay Periods during the PAGA Period. In the event that the actual number of workweeks worked by all Class Members during the Class Period increases by more than 10 percent (*i.e.*, if the actual number of workweeks is 29,535 or more), then, at Defendant's option, either: (1) the Class Period and the PAGA Period shall end on the date that the total Class Workweeks equals 29,535; or (2) Defendant shall increase the Gross Settlement Amount on a proportional basis (for example, if the number of workweeks increase by 11% through the Class Period, then the Gross Settlement Amount shall increase by 11%).

8.1 Escalator Workweek Declaration. Within ten (10) business days following the close of the Class Period (i.e., on or before March 2, 2026), Defendant shall provide a signed declaration to Class Counsel attesting to the final aggregate number of workweeks during the Class Period, and representing whether the Escalator Clause has been triggered.

9. MOTION FOR FINAL APPROVAL. Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.3 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in the Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.4 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of the Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. This Agreement and the communications leading to its execution are intended by the Parties to remain confidential and non-public. The communications and discussions regarding this Agreement are further covered by mediation and settlement privileges. The Parties agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity. Neither Plaintiff nor his counsel shall engage in the release of any press releases or advertising relating to this settlement or Defendant, nor shall they initiate any publicity of any kind related to this settlement.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of this Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13 Continuing Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.15 Headings. The descriptive heading of any section or Paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days, unless otherwise noted. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90265
fschmidt@haineslawgroup.com

To Defendant: Brian E. Koegle of Koegle Law Group, APC
27240 Turnberry Lane, Suite 200, Valencia, CA 91355
bkoegle@koeglelaw.com

11.18 Execution in Counterparts. This Agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile and electronic image copies of signatures (including by pdf, Docusign, or any electronic signature complying with the U.S. federal ESIGN Act of 2000), or other transmission method shall be equivalent to original signatures.

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP § 583.330 to extend the date to bring a case to trial under CCP § 583.310 for the entire period of this settlement process.

11.20 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 agreement or to declare rights and/or obligations under this agreement, 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 action.

DATED: 2/5/2026

Santa Clarita Valley Committee on Aging Corp.,
[illegible] SCV Senior Center.

Signed by:
By: Kevin MacDonald
6E31F5B3B03D401...
Name: Kevin MacDonald
Title: CEO

DATED: Feb 5, 2026

Plaintiff Jose Vasquez

By: Jose Vasquez (Feb 5, 2026 14:20:50 PST)
Plaintiff and Settlement Class Representative

DATED: 2/5/26

KOEGLE LAW GROUP, APC

By:
Brian E. Koegle
Ransom D. Boynton
Attorneys for Defendant

DATED: 02/05/2026

HAINES LAW GROUP, APC

By:
Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiff

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

Jose Vasquez v. Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center
Los Angeles Superior Court, Case No. 25STCV06096

This Notice is Being Sent To You in English and Spanish

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center ("Defendant") for alleged wage and hour violations. The Action was filed by an employee of Defendant, Jose Vasquez ("Plaintiff"), and seeks payment of alleged unpaid minimum wages, meal and rest period premium wages, unreimbursed business expenses, and wage statement penalties for Class Members. These claims are brought on behalf of Class Members (defined as all current and former non-exempt employees of Defendant who worked in California at any time between March 4, 2021 and February 13, 2026 (the "Class Period")); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Aggrieved Employees (defined as all current and former non-exempt employees of Defendant who worked in California at any time between March 4, 2024 and February 13, 2026 (the "PAGA Period")).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records and the Administrator's current calculations, **your Individual Class Payment is estimated to be $<<CLASS PAYMENT>> and your Individual PAGA Payment is estimated to be $<<PAGA PAYMENT>>**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Defendant's records showing that **you worked <<WORKWEEKS>> workweeks and <<PAY PERIODS>> pay periods** during the Class/PAGA Periods. If you believe that you worked more workweeks and/or pay periods than shown, you can submit a challenge by the deadline date. See Section 4.3 (Workweek / Pay Period Challenges) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).
Opt-out of the Class Settlement **The Opt-out Deadline is <<RESPONSE DEADLINE>>**	If you don't want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 (HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?) of this Notice. You cannot opt-out of the PAGA portion of the Settlement. Defendant will pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Object to the Class Settlement **Written Objections Must be Submitted by <<RESPONSE DEADLINE>>**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel, but every dollar paid to Class Counsel reduces the overall amount paid to Participating Class Members. You can object to the terms of the Settlement if you think they are unreasonable. See Section 7 (HOW DO I OBJECT TO THE SETTLEMENT?) of this Notice.
Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on <<FINAL APPROVAL HEARING DATE>>. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice.

Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by <<RESPONSE DEADLINE>>**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks / pay periods you worked for any amount of time during the Class/PAGA Periods. The number of workweeks and pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this figure, you must challenge it by <<RESPONSE DEADLINE>>. See Section 4.3 (Workweek / Pay Period Challenges) of this Notice.

1. **WHAT IS THE LAWSUIT ABOUT?**

In the Action, Plaintiff alleges that Defendant violated California labor laws, including failure to pay minimum wages, failure to provide compliant meal periods, failure to authorize and permit compliant rest periods, failure to reimburse all necessary business expenses, failure to issue accurate wage statements, and unfair competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq*.). Plaintiff is represented by attorneys in the Action: Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen, and Susan J. Perez of Haines Law Group, APC ("Class Counsel").

Defendant denies Plaintiff's claims and contends that it has complied with all applicable laws. Defendant entered into the Settlement solely for purposes of avoiding the risk and uncertainty of litigation.

This Settlement is the result of good-faith, arms-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expense associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and Aggrieved Employees.

2. **WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

The Court has made no determination whether Defendant or Plaintiff are correct. Plaintiff and Defendant reached a settlement by mediating the case with a neutral third party for the sole purpose of resolving the matter and with no admission or finding of liability or wrongdoing by Defendant.

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

A. Defendant Will Pay $450,000.00 as the Gross Settlement Amount (Gross Settlement). Subject to Court Approval, Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Counsel's attorney's fees and expenses, the Class Representative Enhancement Payment, the Administrator's expenses, and penalties to be paid to the LWDA). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement by transmitting the funds into a Qualified Settlement Fund ("QSF") established and maintained by the Administrator on January 15, 2027. If Final Approval is granted by the Court before January 15, 2027, payment will be made on that date, January 15, 2027. In the event that final approval has not been completed by January 15, 2027, Defendant will post the settlement funds into the QSF established by the third-party Administrator on January 15, 2027, to be held until Final Approval is obtained.

B. Due to the timing of the funding of the Gross Settlement Amount, it is currently estimated that Participating Class Members can expect for their Individual Class Payments to be mailed in approximately late January or early February 2027. Therefore, it is imperative that you notify the Administrator (whose contact information is included in this notice) of any changes to your address that take place prior to the disbursement in order to avoid any delays in receiving your payment.

C. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   i. Up to 35% of the Gross Settlement (currently estimated at $157,500.00) to Class Counsel for attorneys' fees and up to $20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   ii. Up to $7,490.00 to the Administrator for services administering the Settlement.

   iii. Up to $10,000.00 for the named Plaintiff, Jose Vasquez, as the Class Representative Enhancement Payment.

   iv. Up to $50,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment ($32,500.00) and 35% to Individual PAGA Payments ($17,500.00) paid on a proportional basis to the Aggrieved Employees based on the number of pay periods they worked during the PAGA Period.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

D. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on the proportional share of Workweeks worked during the the Class Period.

E. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve the following tax allocation for Individual Class Payments: 80% as penalties and interest and 20% as wages. Class Members are responsible for their share of the payroll taxes, which will be deducted from their Individual Class Payments. Defendant is responsible to pay the employer share of payroll taxes, separate and apart from the Gross Settlement Amount, and these taxes will not be deducted from the Gross Settlement

Amount. The Administrator will report all wage payments on an IRS Form W2 and all non-wage payments on an IRS Form 1099.

The Individual PAGA Payments are treated as 100% civil penalties, not wages, for tax purposes for which an IRS Form 1099 shall be provided. You should consult your tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

F. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). **If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be disbursed to the State Controller Unclaimed Property Fund.**

G. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than <<RESPONSE DEADLINE>>, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by <<RESPONSE DEADLINE>>. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not be eligible to receive an Individual Class Payment or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Defendant. If you are a PAGA Member, you will still receive an Individual PAGA Payment regardless of whether you submit a Request for Exclusion.

H. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void. If the Settlement becomes void, Defendant will not pay any money and Class Members will not release any claims against Defendant.

I. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also aid in determining the validity and authenticity of Requests for Exclusion, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice.

J. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

> Upon entry of the final order and judgment and Defendant's full funding of the Gross Settlement Amount, Plaintiff and all Participating Class Members who do not validly and timely request to be excluded from the class action portion of the Settlement, and each of their respective successors, agents, heirs, administrators, and assigns release the Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged or reasonably could have been alleged based on the facts alleged in the operative First Amended Complaint in the Action, that accrued during the Class Period. The time period covered by this release mirrors the Class Period.

K. <u>Aggrieved Employees' PAGA Release</u>. After the Court's judgment is final and Defendant has paid the Gross Settlement, all Aggrieved Employees, including Plaintiff, will be barred from asserting the PAGA claims against Defendant that are released through this Settlement, whether or not they exclude themselves from the class action portion of the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release:

> Upon entry of the final order and judgment and Defendant's full funding of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees shall be deemed to release and forever discharge the Released Parties from all claims for civil penalties under PAGA (the California Private Attorneys General Act, Labor Code section 2698, *et seq*.), that were alleged, or reasonably could have been alleged, based on the facts alleged in the operative First Amended Complaint in the Action and Plaintiff's PAGA Notice, that accrued during the PAGA Period. The time period covered by this release mirrors the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. <u>Individual Class Payments.</u> The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

B. <u>Individual PAGA Payments</u>. The Administrator will calculate Individual PAGA Payments by (a) dividing the 35% share of PAGA Penalties ($17,500.00) by the total number of Pay

Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

C. Workweek / Pay Period Challenges. The number of Workweeks / Pay Periods you worked during the Class/PAGA Periods, as recorded in Defendant's records, are stated in the first page of this Notice. You have until <<RESPONSE DEADLINE>> to challenge the number credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept the calculation of pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. Determination of Class Member Challenges over Workweeks / Pay Periods shall be made by Class Counsel and Defendant. Should a consensus not be reached, the Court will make the final determination. You cannot appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jose Vasquez v. Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center*, Los Angeles Superior Court, Case No. 25STCV06096, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by <<RESPONSE DEADLINE>>, or it will be invalid.** Section 9 (HOW CAN I GET MORE INFORMATION?) of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before <<FINAL APPROVAL HEARING DATE>> (the Final Approval Hearing), Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, as well as a request for Fees and Litigation Expenses stating the amount Class Counsel is requesting for attorneys' fees and litigation expenses, and requesting a Class Representative Enhancement Payment for Plaintiff. Upon reasonable request, Class Counsel (whose contact information is in Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

<<ADMIN URL FOR CASE>>

or the Court's website (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action (25STCV06096).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees and Litigation Expenses may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. **The deadline for sending written objections to the Administrator is <<RESPONSE DEADLINE>>**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action (*Jose Vasquez v. Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center*, Los Angeles Superior Court, Case No. 25STCV06096) and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 (HOW CAN I GET MORE INFORMATION?) of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 (CAN I ATTEND THE FINAL APPROVAL HEARING?) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on <<FINAL APPROVAL HEARING DATE>> at <<FINAL APPROVAL HEARING TIME>> in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before deciding. You can attend (or hire a lawyer to attend) either personally or virtually via

LACourtConnect (https://my.lacourt.org/laccwelcome). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <<ADMIN URL FOR CASE>> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The easiest way to access the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website <<ADMIN URL FOR CASE>>. You can also contact the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 25STCV06096. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

Administrator:

<<ADMIN INFO>>

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. **Please make sure you contact the Administrator before the void date otherwise your check will be voided and distributed to the State Controller Unclaimed Property Fund.**

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 4, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jose Vasquez vs. Santa Clarita Valley Committee on Aging Corporation dba SCV Senior Center*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Jose Vasquez ("Mr. Vasquez") in claims arising from her employment with Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center, a California nonprofit corporation, and DOES 1 through 100 ("Defendants"). Mr. Vasquez is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a senior center and dining sites and provide additional services for seniors with disabilities in Los Angeles County. Mr. Vasquez has been employed by Defendants as a non-exempt Home Delivered Meals Driver / Packer at Defendants' Lancaster location since approximately November 2021 through the present. Mr. Vasquez's primary job duties include packing and serving meals, loading delivery trucks with hot and frozen meals, driving to individual homes to distribute these meals, and performing wellness checks.

Throughout Mr. Vasquez's employment with Defendants, Defendants maintained an unlawful policy/practice that failed to pay Mr. Vasquez's and other aggrieved employees for all hours worked, including all hours subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants required Mr. Vasquez and other aggrieved employees to clock out for their meal periods before the end of their fifth hour of work but to continue working and making deliveries while off the clock. Since Defendants required Mr. Vasquez and other aggrieved employees to perform work while off-the-clock, Defendants were required to compensate Mr. Vasquez and other aggrieved employees for this time. As a result, Defendants failed to compensate Mr. Vasquez and other aggrieved employees for all minimum wages owed.

Defendants also failed to provide Mr. Vaquez and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices that failed to provide timely, uninterrupted, and/or duty-free 30-minute meal periods before the end of the fifth hour of work. As stated, Defendants often required Mr. Vasquez and other aggrieved employees to clock out for their meal periods but to continue working and making deliveries during these purported meal periods. In addition, Defendants required Mr. Vasquez to keep their personal cell phones on at all times and to respond to any incoming calls at all times, including during purported meal periods. These calls were business-related and included matters such as making changes to delivery routes and communicating other work assignments to Mr. Vasquez and other aggrieved employees. This policy fails to relinquish all control over how Mr. Vasquez and other aggrieved employees spend their meal periods, in violation of California law. On occasions when Mr. Vasquez and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Mr. Vasquez and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of meal period premium payments as required by Labor Code section 226.7.

Additionally, Defendants failed to authorize and permit Mr. Vasquez and other aggrieved employees to take a 10-minute, duty-free rest period for every 4 hours worked (or major fraction thereof) due to Defendants' unlawful rest period policies/practices. In fact, Defendants did not authorize and permit Mr. Vasquez and other aggrieved employees to take any rest periods, in violation of California law. In addition, as with meal periods, Defendants required Mr. Vasquez and other aggrieved employees to keep their personal cell phones on at all times, and to respond to any incoming calls at all times. These calls were business-related and included matters such as making changes to delivery routes and communicating other work assignments to Mr. Vasquez and other aggrieved employees. Therefore, even if Defendants had authorized and permitted Mr. Vasquez and other aggrieved employees to take 10-minute rest periods, which Mr. Vasquez asserts Defendants did not, such purported rest periods would still violate California law, as this policy/practice fails to relinquish all control over how Mr. Vasquez and other aggrieved employees spend their rest periods, in violation of *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257. On occasions when Mr. Vasquez and other aggrieved employees were not provided with all lawful rest periods to which they were entitled, Defendants failed to pay Mr. Vasquez and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of meal period premium payments as required by Labor Code section 226.7.

Defendants also caused Mr. Vasquez and other aggrieved employees to incur necessary business expenses without providing appropriate reimbursement. Specifically, Mr. Vasquez and other aggrieved employees were required to use their personal cell phones to communicate with supervisors and clients regarding their work duties, including to make arrangements if a client cancelled their delivery and to receive other work instructions. Despite incurring these necessary business expenditures, Defendants failed to reimburse Mr. Vasquez and other aggrieved employees for a reasonable portion of their monthly cellular phone bills, in violation of Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc*. (2014) 228 Cal.App.4th 1137.

As a result of Defendants' failure to accurately compensate Mr. Vasquez and other aggrieved employees for all minimum wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate itemized wage statements to Mr. Vasquez and other aggrieved employees.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

<u>Minimum Wage Violations</u>

Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Vasquez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 5.

<u>Meal Period Violations</u>

As alleged above, Defendants failed to provide Mr. Vasquez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Mr. Vasquez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

<u>Rest Period Violations</u>

As described above, Defendants also failed to authorize and permit Mr. Vasquez and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 5, § 12. As a result, Mr. Vasquez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Vasquez and other aggrieved employees for all necessary business expenses incurred, including, among other things, slip resistant shoes, and mileage reimbursement. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Vasquez and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Vasquez and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Mr. Vasquez and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee", Mr. Vasquez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Vasquez's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Failing to pay Mr. Vasquez and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

b. Failing to provide Mr. Vasquez and other aggrieved employees all legally required meal periods, and failure to pay meal period premium wages to Mr. Vasquez and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 512, and 558;

c. Failing to authorize and permit Mr. Vasquez and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Mr. Vaquez and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;

d. Failing to reimburse Mr. Vasquez and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;

e. Failing to furnish Mr. Vasquez and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;

f. Failing to pay Mr. Vasquez and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204; and

g. Failing to maintain accurate records on behalf of Mr. Vasquez and other aggrieved employees, in violation of Labor Code §§ 558 and 1174.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Fletcher W. Schmidt, Esq.

cc: Santa Clarita Valley Committee on Aging Corporation, a California Nonprofit Corporation, c/o Kevin MacDonald, Agent for Service of Process, 27180 Golden Valley Rd., Santa Clarita, CA 91350 (via certified mail).

UNITED STATES POSTAL SERVICE ®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 03/05/2025

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8303 5789 49

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 03/04/2025 16:42

ORIGINAL INTENDED RECIPIENT:

SANTA CLARITA VALLEY COMMITTEE ON AGING CORPORATION A CALIFORNIA NONP

C/O: KEVIN MACDONALD

27180 GOLDEN VALLEY RD

SANTA CLARITA CA 91350-5788

JR - Vasquez, Jose

The above information represents information provided by the United States Postal Service.

From:	noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To:	Jonathan Ramirez
Subject:	Thank you for submission of your PAGA Case.
Date:	Tuesday, March 4, 2025 5:42:05 PM

3/4/2025

LWDA Case No. LWDA-CM-1084031-25
Law Firm : Haines Law Group, APC
Plaintiff Name : Jose Vasquez
Employer: Santa Clarita Valley Committee on Aging Corporation
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3