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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

CAITLIN WETTER and SAMANTHA CHIU, individually, and on behalf of those similarly situated and the State of California,

Plaintiffs,

v.

BONITA HOUSE, INC.,

Defendant.

Case No. 26CV178460

PLAINTIFFS' SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Assigned for All Purposes to
Hon. Somnath Raj Chatterjee
Department 21

Date: December 1, 2026
Time: 2:30 p.m.
Dept.: 21

Action Filed: March 25, 2026
Trial Date: None Set

I. INTRODUCTION

On October 14, 2026, the Court issued a tentative ruling on Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion"), which became the Order of the Court on October 20, 2026 (the "Order"). The Order found the named Plaintiffs' release (Issue No. 1) and the Class's release (Issue No. 2) adequate. It continued the hearing to December 1, 2026, and directed the Parties to address three concerns: the parties releasing the PAGA claims and the scope of that release (Issue No. 3); the beneficiary of residual funds (Issue No. 4); and the period for cashing settlement checks (Issue No. 5).

The Parties have addressed each concern in a fully executed First Amended Class and PAGA Settlement Agreement ("Amended Agreement"), which is submitted as Exhibit A to the Declaration of Byron Goldstein filed with this brief ("Supp. Goldstein Decl."). A redline version of the Amended Agreement, showing all changes from the agreement filed with the Motion, is Exhibit B. The amendments are limited to the three issues the Court identified and to conforming changes to the Class Notice. No other term has changed: the Gross Settlement Amount, the allocation formula, the Class definition, the class release, the PAGA allocation, and the requested fees, costs, and service awards remain the same as in the original agreement. Plaintiffs describe the amendments below and submit an amended proposed order that incorporates them.

II. THE AMENDMENTS

A. The PAGA Release (Issue No. 3)

Releasing party. The Order held that the LWDA's PAGA claims are released by the named plaintiffs as the LWDA's proxies and agents, not by the Aggrieved Employees. The Amended Agreement now provides that the Released PAGA Claims are released by "Plaintiffs Caitlin Wetter and Samantha Chiu, acting as proxies and agents of the State of California and the

Labor and Workforce Development Agency." Amended Agreement ¶ 51. The definition of Released PAGA Claims (¶ 36) and the consideration recital (¶ 43) were conformed, and the language under which each Aggrieved Employee released claims on behalf of themselves and their heirs, agents, and assigns was deleted. Amended Agreement ¶ 51. Aggrieved Employees are no longer releasing parties; upon entry of Judgment, they are bound by the Judgment and barred from pursuing the Released PAGA Claims, whether or not they opt out of the Class. Amended Agreement ¶¶ 36, 51, 74.

Scope. The Order held that the release must be limited to the scope of the PAGA notices. The Amended Agreement deletes the release of claims that "reasonably could have been alleged" and the reference to claims alleged "in the Complaint." The Released PAGA Claims are now limited to civil penalties "that were alleged, or that could have been alleged, based on the facts and Labor Code violations alleged in" Plaintiff Wetter's June 26, 2025 notice (LWDA Case No. 1107984-25) and Plaintiff Chiu's January 13, 2026 notice (LWDA Case No. 1149740-26) that arose during the PAGA Period. Amended Agreement ¶ 51. Each Labor Code section and the Wage Order enumerated in ¶ 51 is identified in both notices (Goldstein Decl. filed Sept. 16, 2026, Ex. 2.) The release is therefore tethered to the facts and theories disclosed to the LWDA.

B. Residual Beneficiary (Issue No. 4)

The Order held that remitting uncashed funds to the Unclaimed Property Fund is inconsistent with Code of Civil Procedure section 384 and that the agreement should identify a cy pres beneficiary. The Amended Agreement now designates the Disability Rights Education and Defense Fund ("DREDF"), a Berkeley nonprofit that provides free civil legal services to the indigent, as the cy pres recipient. Amended Agreement ¶ 106; Supp. Goldstein Decl. ¶ 8. DREDF is a "nonprofit organization[] providing civil legal services to the indigent" within the

meaning of section 384, subdivision (b). Consistent with section 384, funds go to DREDF only after the Court has considered whether a second distribution to Class Members is appropriate (see Part II.C). The Parties, Class Counsel, and Defense Counsel represent in the Amended Agreement that they have no interest or relationship with DREDF (Amended Agreement ¶ 106), and Class Counsel has made the disclosure required by Code of Civil Procedure section 382.4. Supp. Goldstein Decl. ¶ 9. The amended proposed order provides that the Judgment will set the date for the report required by section 384, subdivision (b).

C. Check-Cashing Period and Second Distribution (Issue No. 5)

The check-cashing period is reduced from 180 days to 120 days after mailing; the Administrator's 45-day reminder to Class Members who have not cashed their checks remains unchanged. Amended Agreement ¶ 104. A new paragraph requires the Administrator, within 30 days after the 120-day period expires, to submit to the Court a declaration stating the number and total value of uncashed checks; it also confirms that the Court retains jurisdiction to order a second distribution based on those results. Amended Agreement ¶ 105. Only funds that remain after the Court has made that determination and after any second distribution the Court orders are paid to DREDF. Amended Agreement ¶ 106. The amended proposed order directs the Administrator to submit the declaration and a concurrent report from Class Counsel on whether a second distribution is economically feasible.

D. Conforming Changes to the Class Notice

The Class Notice, Opt-Out Form, and Objection Form (Amended Agreement, Ex. A) have been updated to reflect the amendments. The Notice now explains that the Named Plaintiffs, on behalf of the State and the LWDA, are releasing the Released PAGA Claims and that Aggrieved Employees will be bound by the Court's Judgment; describes the Released

PAGA Claims using the same terms as ¶ 51; states the 120-day check-cashing period, the possibility of a second distribution, and the cy pres recipient; and aligns its summary of the class release with ¶ 50. Supp. Goldstein Decl. Ex. B. The Amended Agreement has been submitted to the LWDA. Supp. Goldstein Decl. ¶ 7 & Ex. C.

III. CONCLUSION

Plaintiffs respectfully request that the Court grant the Motion and enter the amended proposed order submitted herewith, which incorporates the terms of the First Amended Class and PAGA Settlement Agreement and attaches the amended Class Notice.

Dated: November 18, 2026

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